INFORMATION TO USERS

This material was produced from a microfilm copy of the original document. While the most advanced technological means to photograph and reproduce this document have been used, the quality is heavily dependent upon the quality of the original submitted.

The following explanation of techniques is provided to help you understand markings or patterns which may appear on this reproduction.

1. The sign or "target" for pages apparently lacking from the document photographed is "Missing Page(s)". If it was possible to obtain the missing page(s) or section, they are spliced into the film along with adjacent pages. This may have necessitated cutting thru an image and duplicating adjacent pages to insure you complete continuity.

2. When an image on the film is obliterated with a large round black mark, it is an indication that the photographer suspected that the copy may have moved during exposure and thus cause a blurred image. You will find a good image of the page in the adjacent frame.

3. When a map, drawing or chart, etc., was part of the material being photographed the photographer followed a definite method in "sectioning" the material. It is customary to begin photoing at the upper left hand corner of a large sheet and to continue photoing from left to right in equal sections with a small overlap. If necessary, sectioning is continued again — beginning below the first row and continuing on until complete.

4. The majority of users indicate that the textual content is of greatest value, however, a somewhat higher quality reproduction could be made from "photographs" if essential to the understanding of the dissertation. Silver prints of "photographs" may be ordered at additional charge by writing the Order Department, giving the catalog number, title, author and specific pages you wish reproduced.

5. PLEASE NOTE: Some pages may have indistinct print. Filmed as received.

Xerox University Microfilms
300 North Zeeb Road
Ann Arbor, Michigan 48106

74-15,788

LOHR, Seibert Raymond, 1928-
PERCEPTIONS OF SCHOOL NEGOTIATORS TOWARD SPECIFIC PROVISIONS IN COLLECTIVE NEGOTIATION MODELS.

The University of Michigan, Ph.D., 1973
Education, administration

University Microfilms, A XEROX Company, Ann Arbor, Michigan

THIS DISSERTATION HAS BEEN MICROFILMED EXACTLY AS RECEIVED.

PERCEPTIONS OF SCHOOL NEGOTIATORS TOWARD SPECIFIC PROVISIONS IN COLLECTIVE NEGOTIATION MODELS

by
Seibert Raymond Lohr

A dissertation submitted in partial fulfillment
of the requirements for the degree of
Doctor of Philosophy
(Education)
in The University of Michigan
1973

Doctoral Committee:

Assistant Professor Gerald G. Mansergh, Chairman
Professor Frederick W. Bertolaet
Assistant Professor Hyman Kornbluh
Assistant Professor Harold C. Livesay

DEDICATION

This study is dedicated to those who have ever labored under the calling of "teacher."

ACKNOWLEDGEMENTS

Without the cooperation, assistance, and above all, the encouragement of many people, this study would not have been possible. It is indeed true that "no man stands alone."

When direction was needed, when inspiration had turned to despair, it was at this time Dr. Gerald Mansergh, chairman of the committee, supplied the essential ingredients of sound counsel and professional expertise. His willingness to surrender his leisure hours at the most crucial times provided the support needed by this writer to abet this inquiry.

A special note of thanks to Dr. Frederick Bertolaet, human being extraordinary, who consistently and continuously imbues a sense of humanity along with his pragmatic guidance. His assistance in helping graduate students through the institutional maze is renown. Without his efforts all would have been lost.

To the other members of the committee, Professor Hyman Kornbluh and Professor Harold Livesay, who provided their valuable time to aid this investigation, I can only offer my expressions of gratitude.

The preparation and the typing of the manuscript was done under the most adverse of conditions and was only made possible by the phenomenal diligence of Mrs. Carol Krohn. Her concern and dedication for the accuracy of the final copy is indicated throughout this document. There are no words that I can muster which could adequately express my appreciation for interest and care she exhibited.

The the unofficial critic, and at times editor-in-chief of this project, my son Mark Lohr, I can sing a father's praise for his critical, cryptic and comical remarks. His caustic wit provided the

necessary humor to inspire one to continue in the search for truth.

To the other members of my family, my daughter Krista, and my wife Virginia, who both served as a wailing wall during those traumatic moments, I render my apologies.

To the countless individuals at the University of Michigan, secretaries, librarians, and graduate fellows, all who made that extra effort when it was most needed; whether it was in locating an elusive government publication, clarifying statistical data, or simply answering a mundane question, the assistance provided by these individuals is deeply appreciated.

Above all, I acknowledge the opportunity that was afforded me by the fortunate circumstances of my place of birth. To live in a country which provides the progeny of serfs to pursue dreams felt once unattainable is an unmeasurable blessing.

TABLE OF CONTENTS

	Page
DEDICATION	ii
ACKNOWLEDGEMENTS	iii
LIST OF TABLES	ix
CHAPTER I: THE PROBLEM	1
Introduction	1
Background of the Problem	2
Statement of the Problem Situation	5
Significance of the Study	7
Purpose of the Study	8
Objectives to be Investigated	9
Rationale and Theoretical Framework	10
Delineation of the Research Problem	12
Statement of Research Questions	14
Definition of Terms	15
Statement of Procedure	17
Statement of Scope and Delimitation	17
Organization of the Study	18
Footnotes	19
CHAPTER II: THE REVIEW OF THE LITERATURE	21
Introduction	21
The Contemporary Setting	22
Collective Bargaining--Theories and Concepts	24
Theories of Bargaining	24
The Bargaining Process	25
Collective Bargaining and Professionalism	27
Private and Public Sector Bargaining	30
The Legislative Process	34
Earlier Developments	34
Current Legislative Developments	37
Meet and Confer vs. Collective Bargaining	38
Representation	38
Good Faith Bargaining	40
Scope of Bargaining	40
Management Rights	42
Unfair Labor Practices	44
Impasse Resolution	45
Causes of Impasse	50
Grievance Resolution	51
Institutional Roles and Collective Bargaining	52
Governmental Agencies	53
State Agencies	54
Non-Governmental Institutions	56

Page

Administrative Roles and Collective Bargaining..... 58
Proposed Legislation and Alternatives..... 59
Proposed Legislation and Modifying Provisions..... 60
Alternative Models and Provisions..... 61
Railroad Labor Relations Act..... 62
Alternative Models Outside of the United States..... 63
Other Provisions..... 66
Regional and State-wide Negotiations..... 67
Summary..... 68
Footnotes..... 71

CHAPTER III: DESIGN AND METHODOLOGY..... 80

Introduction..... 80
Description of the Research Approach..... 80
The Research Design..... 80
Categorization of Dependent Variables..... 81
Research Questions..... 81
Pilot Studies..... 83
Selection of Subjects..... 84
Population..... 84
Population Characteristics..... 85
Development of the Survey Instrument..... 85
Part I of the Survey Instrument..... 86
Impasse Category..... 86
Bargaining Procedures..... 87
Strike..... 89
Scope of Bargaining..... 89
Representation..... 91
Binding Arbitration..... 92
Unfair Labor Practices..... 92
Part II of the Survey Instrument..... 93
Impasse Category..... 93
Bargaining Procedures..... 95
Scope of Bargaining..... 98
Representation Category..... 99
Field Procedures..... 101
Directions to Subjects..... 101
Distribution of Materials..... 102
Data Collection and Recording..... 103
Data Analysis..... 103
Descriptive Statistics..... 103
Correlation..... 104
Test on Means..... 105
Methodological Assumptions..... 105
Limitations of the Study..... 106
Footnotes..... 107

CHAPTER IV: REPORT OF THE FINDINGS..... 108

Introduction..... 108
Descriptive Statistics..... 109
Analytical Statistics..... 113

Page

Tests on Global Means..... 113
Tests on Categorical Means..... 115
Impasse Category..... 115
Bargaining Procedure Category..... 116
Strike Category..... 116
Scope of Bargaining Category..... 116
Representation Category..... 117
Binding Arbitration Category..... 117

Analysis of Dependent Categorical Variables with Independent Strata..... 117
Correlation..... 119
Summary..... 120
Statistical Analysis of Dependent Variables..... 120
Dependent Variables for Impasse..... 121
Dependent Variables for Bargaining Procedures..... 122
Dependent Variables for Strike..... 123
Dependent Variables for Scope of Bargaining..... 123
Dependent Variables for Representative..... 124
Dependent Variables for Binding Arbitration..... 125
Summary..... 126
Evaluation and Interpretation..... 126
Introduction..... 126
Part I of the Survey Instrument..... 127
Impasse Category..... 127
Bargaining Procedures Category..... 127
Strike Category..... 128
Representation Category..... 128
Scope of Bargaining Category..... 129
Binding Arbitration Category..... 130
Part II of the Survey Instrument..... 131
Impasse Category..... 131
Bargaining Procedures Category..... 132
Strike Category..... 133
Scope of Bargaining Category..... 133
Representation Category..... 134
Areas of Commonality..... 135
Areas of Dichotomy..... 137
Summary..... 138
The Research Questions..... 138
Summary..... 141

CHAPTER V: SUMMARY, CONCLUSIONS, IMPLICATIONS AND RECOMMENDATIONS..... 143
Introduction..... 143
Purpose of the Study..... 143
Conclusions..... 144
Summary of Findings Related to the Review of the Literature..... 144
Summary of the Research Design..... 147
Findings Related to the Rationale of the Study..... 149
Findings Related to the Specific Research Questions and the General Objectives of the Study..... 150
Implications..... 152

Page

Recommendations..... 154
Recommendations for Future Research..... 156
Summary..... 157
Footnotes..... 159

APPENDIX A..... 160

APPENDIX B..... 179

BIBLIOGRAPHY..... 214

LIST OF TABLES

Table		Page
3.1	Framework of the research design.....	180
4.1	Population characteristics of the respondents compared to estimated population sample.....	110
4.2	Years of negotiation experience of the respondent population.....	111
4.3	Impasse experience of respondent population.....	112
4.4	Independent variables designated by strata and by frequency.....	113
4.8	Significant levels of interaction and main effects for three-way analysis of variance by categorical variables.....	118
4.9	Significant levels for differences between the means for dependent variables in the category for impasse by independent strata.....	121
4.10	Significant levels for differences between the means for dependent variables in the category for bargaining procedures by independent strata.....	122
4.11	Significant levels for differences between the means for dependent variables in the category for strike by independent strata.....	123
4.12	Significant levels for differences between the means for dependent variables in the category for scope of bargaining by independent strata.....	124
4.13	Significant levels for differences between the means for dependent variables in the category for representation by independent strata.....	124
4.14	Significant levels for differences between the means for dependent variables in the category for binding arbitration.....	125
4.15	Means and variances for Variable 53 for impasse category by all strata for Part I of the survey instrument.....	181
4.16	Means and variances for Variable 54 for bargaining procedure category by all strata for Part I of the survey instrument.....	181

Table		Page
4.17	Means and variances for Variable 55 for strike category by all strata for Part I of the survey instrument.....	182
4.18	Means and variances for Variable 56 for scope of bargaining category by all strata for Part I of the survey instrument.....	182
4.19	Means and variances for Variable 57 for representation category by all strata for Part I of the survey instrument.....	183
4.20	Means and variances for Variable 58 for binding arbitration category by all strata for Part I of the survey instrument.....	183
4.21	Global means and variances for all strata for Variable 59 of Part I of the survey instrument.....	184
4.22	Means and variances for Variable 60 for impasse category by all strata for Part II of the survey instrument.....	185
4.23	Means and variances for Variable 61 of bargaining procedures category by all strata for Part II of the survey instrument.....	185
4.24	Means and variances for Variable 62 of strike category by all strata for Part II of the survey instrument..	186
4.25	Means and variances for Variable 63 scope of bargaining category by all strata for Part II of the survey instrument.....	186
4.26	Means and variances for Variable 64 representation category by all strata for Part II of the survey instrument.....	187
4.27	Global means and variances for Variable 65 of Part II of the survey instrument for theoretical provisions.	187
4.28	Global means and variances for Variable 66 for Parts I and II of the survey instrument.....	188
4.29	Correlation of categorical clusters, Part I and II of the survey instrument.....	189
4.30	Means and variances for dependent variables for Part I and Part II of the survey instrument related to impasse for negotiator strata.....	190

Table		Page
4.31	Means and variances for Part I and Part II of the survey instrument for dependent variables related to impasse by school district strata.....	191
4.32	Means and variances for Parts I and II of the survey instrument for dependent variables related to impasse by experience strata.....	192
4.33	Means and variances for Parts I and II of the survey instrument for dependent variables related to impasse for negotiator by impasse strata.....	193
4.34	Means and variances for Parts I and II of the survey instrument for dependent variables related to bargaining procedures by negotiator strata.....	194
4.35	Means and variances for Part I and Part II of the survey instrument for dependent variables related to bargaining procedures by school district strata.....	195
4.36	Means and variances for Part I and Part II of the survey instrument for dependent variables related to bargaining procedures by experience strata.....	196
4.37	Means and variances for Part I and Part II of the survey instrument for dependent variables related to bargaining procedures by impasse strata.....	197
4.38	Means and variances for Part I and Part II of the survey instrument for dependent variables related to strike by negotiator strata.....	198
4.39	Means and variances for Part I and Part II of the survey instrument for dependent variables related to strike by school district strata.....	199
4.40	Means and variances for Part I and Part II of the survey instrument for dependent variables related to strike by experience strata.....	200
4.41	Means and variances for Part I and Part II of the survey instrument for dependent variables related to strike by impasse strata.....	201
4.42	Means and variances on Part I and Part II of the survey instrument for dependent variables related to scope of bargaining by negotiator strata.....	202
4.43	Means and variances on Part I and Part II of the survey instrument for dependent variables related to scope of bargaining by school district strata.....	203

Table		Page
4.44	Means and variances on Part I and Part II of the survey instrument for dependent variables related to scope of bargaining by experience strata.....	204
4.45	Means and variances on Part I and Part II of the survey instrument for dependent variables related to scope of bargaining by impasse strata.....	205
4.46	Means and variances for Part I and Part II of the survey instrument for dependent variables related to representation by negotiator strata.....	206
4.47	Means and variances for Part I and Part II of the survey instrument for dependent variables related to representation by school district strata.....	207
4.48	Means and variances for Part I and Part II of the survey instrument for dependent variables related to representation by experience strata.....	208
4.49	Means and variances for Part I and Part II of the survey instrument for dependent variables related to representation by impasse strata.....	209
4.50	Means and variances for Part I of the survey instrument for dependent variables related to binding arbitration by negotiator strata.....	210
4.51	Means and variances for Part I of the survey instrument for dependent variables related to binding arbitration by school district strata.....	211
4.52	Means and variances for Part I of the survey instrument for dependent variables related to binding arbitration by experience strata.....	212
4.53	Means and variances for Part I of the survey instrument for dependent variables related to binding arbitration by impasse strata.....	213

CHAPTER I

THE PROBLEM

Introduction:

The original purpose of this study was to investigate the impact of impasse resolution on school districts during collective negotiations and the consequent effects. The original study would have involved an analysis of the processes of impasse resolution, mediation, fact-finding, strike, sanctions, and court injunctions and the impact these had on the economic, social, political, and educational aspects of school districts.

The secondary purpose was to ascertain what the most viable means of resolving impasse were, e.g., mediation and fact-finding. The study would have also determined the kinds of evidence used by mediators and fact-finders in assisting school negotiators in reaching agreements. A questionnaire (the original survey form) was sent to selected school districts for the purpose of evaluating its "reliability." An analysis of the returned questionnaires proved that it could not objectively measure the impact of impasse resolution on school districts.

However, the sample questionnaire suggested that a related study could be made of specific legal provisions which exist in public employment acts of the various states and of proposed legislation or alternative models. Any future study and questionnaire would have to involve the following:

(1) inclusion of both negotiators for school management and teacher associations,

(2) citation of specific provisions written from different rationales and intent, and

(3) inclusion of theoretical alternatives other than the industrial-labor model.

Empirical observations indicate that the existing industrial-labor model as used in public school negotiations may be detrimental not only to education, but also to educators. A brief review of the literature, especially the evidence cited from the urban centers, suggests that educators may have achieved only a pyrrhic victory at the bargaining table.[1] It is ironic that labor and industrial leaders, in the field of collective bargaining, are suggesting that the traditional adversary approach--using the ultimate weapon of strike and lockout--is no longer suitable just as public school negotiators are becoming more dependent upon an outmoded model for resolving conflict.

Background of the Problem:

The tremendous growth and militancy of public employee bargaining has been phenomenal. An advisory commission, established by the first session of the 86th Congress, passed Public Law 380 in 1959 to study the whole area of public sector bargaining. The commission found that over 2,500,000 state, local, and federal public service employees were "organized" in some form of collective bargaining units. Several factors were cited for this growth: the level of education, the effectiveness of unions in private industry, changes in the labor movements strategies, professional employee association and union rivalries, the de facto recognition of public organized units in the larger cities, the federal Executive Order 10985 issued by President Kennedy, the mood created by civil rights and protest groups, and the general lethargy or failure of public employment management.[2]

It is obvious, even to the casual observer, that unions in the public sector are not only here to stay, but will continue to grow. Harry T. Edwards of the University of Michigan Law School states, "The issue of concern now is not the propriety of unions in the public sector, but rather the viability of legislated structures currently enacted to formalize collective bargaining for public employees."[3] As of April, 1972, twenty-nine states have enacted legislation that provides for collective negotiations in the public sector. The majority of this legislation was enacted in the last two years. Two states--Montana and Oklahoma--added new legislation in 1971 and three states--Minnesota, Wisconsin, and Nevada--enacted legislation which substantially revised existing statutes.[4]

Collective bargaining still takes place in those states which have no legislation. There may not be formal agreements or formal procedures, but de facto bargaining is a reality which presents numerous problems for the parties involved in the process. This "no law" situation does not provide for procedures to resolve impasse nor does it offer direction to either school management or teacher associations.[5] The lack of legality creates questions about final agreements arrived at on the bargaining table. As Edwards points out, there is a "muddle of bargaining models in the public sector."[6]

In enacting collective bargaining legislation, the question of whether or not employee relations in the field of education should be treated differently from employment in the other areas of the public sector is one that is often considered. In a survey taken in 1970, forty-two states had legislation regulating some aspect of public employment relations; eighteen states included educational personnel

with other public employees; twelve states covered educational personnel in separate laws.[7] These laws may be administered by existing labor relation agencies or by special agencies created by the legislation. A related question is: What agency is better qualified to administer educational employee relations--an education agency or the agency which has had its primary experience in the field of private sector employee relations?

No legislation can be enacted or be considered in a vacuum in spite of the myopic viewpoints of the various groups. The whole field of collective bargaining in the public sector cannot ignore the social setting in which there appears to be increasing polarization between black and white, city dweller and suburbanite, rich and poor. The New York teachers' strike of 1968 indicates otherwise.[8] The study by Almy and Hahn suggests that the collective bargaining process produces additional conflict and coalitions; and, that these conflicts and new coalitions produce attitudes which are eventually reflected in the degree of support that educators will have when it comes to the distribution of tax dollars. There is some indication that the results, or even the process of negotiations, can increase the degree of racial and class conflict.[9]

The trends within the field of education must also be considered, in view of their potential impact. The financial plight of school districts, the possibility of massive bussing to achieve racial integration, and the surplus of teachers, are all factors which may have some impact on the collective bargaining process. The eventual merger of the American Federation of Teachers with the National Education Association would create an organization with a membership of over

3,500,000 teachers. As Lieberman states, "An NEA-AFT merger would dramatically accelerate the emergence of teacher organizations as a major power base in American society."[10] In a massive study, done by the U.C.L.A. Law School, the whole issue of the political impact of public employee power is covered from various facets. The consensus is that the potential power is tremendous and that its use is feasibly detrimental to society.[11]

The variety of state laws, that vary not only in substance and concept, but also intent, has produced a "muddle" of laws in the public sector which have not facilitated the collective bargaining process. The N.E.A. has documented the increase in strikes for a ten-year period. In 1960, there were three strikes by teacher groups. By 1970, more than five-hundred strikes had taken place. This would suggest that the process is not completely successful, although the strike situation may not be harmful either economically or educationally. In terms of the social setting, however, the consequences could be most detrimental. It is in this setting that the study of collective bargaining legislation and the development of alternative provisions and models will be considered.[12]

Statement of the Problem Situation:

It would appear that the range and variety of laws which have been enacted for public sector bargaining are due to the perceptions of individuals and groups who perceive differently the intent, needs, and purposes of collective bargaining legislation. Edwards suggests that part of the problem is the perceptions of those who view public sector bargaining as a different process from private sector bargaining.[13]

Kheel concludes that the solution lies in the bargaining process and not in legal prohibition of strikes.[14] Belik contends that laws which prohibit strikes have not deterred public employees' strikes and that the public sector model should adopt the private sector "right to strike."[15] Taylor feels that public sector bargaining legislation should include a prohibition on the right to strike, but rejects compulsory arbitration.[16]

A variety of viewpoints concerning the kinds of legislation for public sector bargaining is to be expected. One can assume that the enactment of legislation, or the lack of doing so, is a result of the political process. Such a process would ordinarily be a result of the compromise of the viewpoints by the pressure groups and the individuals concerned. The U.C.L.A. study maintains that this process is changing, due to the enormous growth of public employee unions and the consequent power they wield directly and indirectly upon the legislative branch.[17]

One intent of collective bargaining legislation is the facilitation of the collective bargaining process so that the parties involved can arrive at an agreement without a work stoppage. Legislation that has been enacted varies in kinds of provisions which prescribe the conditions and climate in which negotiators must function.

Recent studies in the field of collective negotiations have covered several aspects of the negotiations process, but none have alluded to the perceptions of negotiators toward the legal provisions in terms of provisions facilitating the negotiations process.

Cloninger studied the perceptions of school board chairmen, superintendents, and classroom teachers toward general aspects of

collective negotiations, in terms of their agreement with the provisions, but did not include the actual legal provision.[18] La Fleur's[19] and Turner's[20] studies concentrated on current legal status of collective negotiation laws. Both were basically surveys of enacted legislation, but did not involve a study of the efficacy of the provisions. Skillet investigated statutory enactments and litigation and the decisions of the attorneys general.[21] Ball did an attitudinal study of educators and the public toward certain negotiated provisions. He found that both teachers and the public supported collective negotiations, but were dissatisfied with their state laws.[22] Vantine investigated the conflictual environment of the bargaining process to determine to what extent collective negotiations in public education fit the conceptualization of the method developed from labor negotiations.[23] His study did not include the school negotiators' perceptions about the provisions, but, rather, their perceptions of the dynamics of the process and of each other's role.

Significance of the Study:

The negotiators who use the bargaining process are the implementors of collective negotiations legislation. Whether or not the provisions of such legislation facilitate the bargaining process is determined, to some extent, by their perceptions of the efficacy of enacted legal provisions. There is a need to measure and analyze their perceptions of these provisions and other related factors.

The empirical evaluation of their perceptions should indicate those areas of commonality between negotiators for school management and teacher organizations; it should also indicate those perceptions

which are dichotomous. An understanding of perceptions of school negotiators could provide an impetus for studying negotiating behavior.

A search of the dissertation abstracts, the professional journals and a review of the legal and reader's indices reveal a plethora of material about legal provisions and legislation for public sector bargaining; there appears to be no specific research that would be within the scope and thrust of this study.

Purpose of the Study:

The primary purpose of this study is to determine the perceptions of school negotiators toward specific legal provisions for collective negotiations in public education, proposed legislation, and alternative models and provisions. This study would determine to what extent negotiators perceive the efficacy of such provisions in facilitating the collective bargaining process. The study will also indicate the perceptions of negotiators toward such related factors as tenure, regional negotiators, community involvement in the bargaining process and bargaining for administrative units.

The secondary purpose of this study is to ascertain to what extent the perceptions of school negotiators are influenced by their role, the type of school district they work in, and their negotiating experience. Using acceptable statistical procedures for analyzing the respondents' data, it should be possible, with certain limitations, to make inferences about the intensity of agreement and disagreement toward specific provisions. The study should also reveal whether or not the respondent group has a micro-view or a macro-view of the collective bargaining process, determined by the degree of polarization

and the acceptance of alternative models.

The results of this study will provide those who are concerned with public school negotiations an analysis of the perceptions of school negotiators toward specific negotiation provisions. Understanding the perceptions of school negotiators may provide insight for those who are exploring or considering legislation for public sector bargaining, particularly in the field of education.

Objectives to be Investigated:

Through a review of the literature, the study will encompass an examination of the various enacted laws for public sector collective bargaining in education. This analysis will be concerned with kinds of provisions and their intent, rather than a state-by-state breakdown of specific provisions. An identical review will be made of theoretical provisions and alternative models.

A review will be made of the theories of bargaining, with an explanation of the following concepts: good faith bargaining, scope of bargaining, representation, impasse, contract arbitration, fact-finding, mediation, final offer, and strike. Related to this will be a review of the roles of the other institutions, namely, the courts and the judicial impact on the bargaining process, the enforcement agencies for public employment, and the departments of education. The institutional roles of the association and unions will also be included in this study.

Topics of decentralization, conflict of interest, lobbying, educational accountability, certification, teacher education, tenure, higher education, and union-association merger will be investigated

and reviewed only in the context of collective bargaining and within the scope and thrust of this study.

Rationale and Theoretical Framework:

The rationale for this study is based on the premise that there is a relationship between the human dynamics of the negotiation process and the enacted legal framework of the statutory provisions for collective negotiations in the public sector. In essence, the legal provisions which establish the model for negotiations is only operable in terms of the perceptions of the negotiators.

Based on this premise, a study which would analyze the perceptions of school negotiators for school management and teacher organizations toward specific legal provisions and theoretical models, should indicate those areas of commonality and agreement. The study should also indicate those areas in which there is a dichotomy. Further analysis should also reveal the degree of conflict or adversariness present in the existing model.

An acceptance of this rationale necessitates that this study will review not only the provisions existing in current legislation, but also the theories of bargaining, the concepts held by authorities about the bargaining process, current concerns about the various facets of collective agreements and a brief history of the development of the current model. In addition, the study will include a review of the institutional role in the collective bargaining process. An analysis will also be made of proposed legislation and alternative models and provisions.

An examination of the contemporary setting, in which the

legislative and negotiations process are functioning, will be made, as it is not possible to separate and isolate the study of public sector bargaining from the political, social, economic, and educational factors in the current milieu.

In order to ascertain the perceptions of school negotiators toward current and theoretical provisions for collective bargaining, a survey instrument will be administered to school negotiators. The survey instrument will cite various legal and theoretical provisions covering the various facets of negotiations. The provisions will range from those considered prohibitory or unlimited in scope. Part of the questionnaire will be open-ended so that negotiators may record their subjective responses.

School negotiators will evaluate and rank each provision in terms of how they perceive the provision "facilitating the negotiation process." A Likert Scale consisting of the following degrees of intensity will be used for measuring the responses: Strongly Agree; Agree; Slightly Agree; Slightly Disagree; Disagree; Strongly Disagree. Appropriate parametric statistics will be used to analyze the respondents' questionnaires.[24]

It is assumed that the rationale for this study will be supported by the development of appropriate research questions, a review of the literature, the development and administration of a survey instrument related to the research questions, and the review of the literature, and analysis of the questionnaire using acceptable statistical measurements which will empirically indicate the relationships between the perceptions of negotiators and provisions for collective negotiations.

Delineation of the Research Problem:

For the analysis of data obtained from the returned questionnaire, the independent and dependent variables will be compared, using appropriate non-parametric statistics consisting of frequency tables, means, standard deviation of the means, correlation, and an analysis of variance. The primary independent variable will be the organizational representation of the school negotiator, school management, or teacher association. Secondary independent variables are community type, years of negotiating experience, and impasse or non-impasse experience. The dependent variables are the forty-five questionnaire items. Dependent variables will be compared with the independent variables by item, by category, by total items for the respective parts one and two of the questionnaire.

The primary independent variable for negotiator type is determined by the response of the negotiator on the cover sheet of the questionnaire, and also by the initial mailing in which questionnaires were mailed to those individuals on either a school management mailing list or a mailing list of representatives for teacher associations or unions.

The secondary variable for community type was determined from the response on the cover sheet in which the name of the school district was listed. From this information, using the classification system of the Michigan Department of Education for the Michigan Assessment Testing Program, the independent variable for community type will be categorized as follows:

1. Metropolitan Core Cities: Communities are classified as Metropolitan Core Cities if they meet at least one of the following standards.
   (A) The community is the central city of a Michigan Standard Metropolitan Statistical Area.

(B) The community is an enclave within the central city of a Michigan Standard Metropolitan Area.
(C) The community was previously classified as a Metropolitan Core City.

2. Cities: Communities are classified as Cities if they have a population of 10,000 or more and have not been classified as a Metropolitan Core City or Urban Fringe City.

3. Towns: Communities are classified as Towns if they have a population of 2,500 to 9,999. Rural communities impacted by large military installations nearby are also classified as Towns.

4. Urban Fringe: Communities are classified as Urban Fringe regardless of size, if they meet at least one of the following standards:
(A) The mailing address of the community is a Metropolitan Core City or a City, unless it is on a RFD route.
(B) The community is within ten miles of the center of a Metropolitan Core City.
(C) The community is within five miles of the center of a City.

5. Rural: Communities are classified as Rural if they have a population of less than 2,500; or if their address is an RFD route of a Town, City, Urban Fringe, or Metropolitan Core City; and if they lie outside of the perimeter defined under Urban Fringe.[25]

The secondary independent variable for years of experience will be obtained from the cover sheet of the respondent's questionnaire. Low experience are those negotiators having zero through three years experience; high experience are those negotiators having four or more years experience at the bargaining table. Comparisons will be made between the low experience and high experience variables.

The secondary variable for impasse or non-impasse experience will be obtained from the cover sheet in which the respondent indicated whether or not he had experience with fact-finding, mediation, arbitra-

tion, or strike. A response to any one of these items would place the respondent in the impasse experience category. Those respondents who marked none of these items would place in the non-impasse category.

The dependent variables are each item on parts one and two of the questionnaire (Appendix A, Page 169). Each item will be classified into one of the following categories: bargaining procedure; representation; unfair labor practices; impasse strike; or scope of bargaining.

Statement of Research Questions:

1. Are there significant differences in the perception of public school negotiators toward specific legal provisions when controlled by:
   (a) negotiator role;
   (b) type of school district;
   (c) years of negotiation experience; or
   (d) impasse or non-impasse experience at the .05 level of significance?
2. Are there significant differences in the perceptions of public school negotiators toward proposed legislation and alternative models for collective negotiations when controlled by:
   (a) negotiator role;
   (b) type of school district;
   (c) years of negotiation experience; or
   (d) impasse or non-impasse experience at the .05 level of significance?

3. Do school negotiators desire collective negotiation laws that are definitive in describing the processes of negotiation or laws that are non-definitive or nebulous?
4. To what degree are school negotiators willing to accept alternative models or provisions other than the present model?
5. To what degree do school negotiators want to keep the present provisions for teacher tenure?
6. To what degree do school negotiators feel that school administrators should be excluded from a bargaining unit, and prohibited from collective bargaining?
7. To what degree do school negotiators desire regional negotiations?
8. To what degree do school negotiators desire a provision giving teachers the right to strike?

Definition of Terms:

Many of the terms used in this study would not have been in the vocabulary of the average educator ten years ago. The very term "collective negotiations" is a hybrid which was coined by Lieberman and Moskow as a concession to the American Federation of Teachers and the National Education Association, (hereafter referred to as the A.F.T. and N.E.A., respectively) as the A.F.T. uses the traditional labor relations term "collective bargaining" and the N.E.A., during its earlier history, preferred the expression "professional negotiations." Using the word "collective" from the A.F.T. and the word "negotiations" from the N.E.A., the term which is unique to negotiations in education

has been developed, i.e., "collective negotiations."[26]

The following terms, which are used throughout this study, are defined by the Advisory Committee on Intergovernmental Relations:[27]

Agency Shop:
An arrangement which requires employees who do not join the union to pay a monthly fee, usually the equivalent of the union dues and fees.

Agreement, Collective Negotiations:
Written contract between employer and employee organization.

Association, Professional:
A group of public employees who belong to the same profession.

Collective Bargaining or Negotiations:
A method of determining conditions of employment through bilateral negotiations between representatives of the employer and employee organizations.

Fact-finding:
Investigation of a labor dispute by an individual, panel, or board. The fact-finder issues a report which describes the issues involved and may make recommendations for settlement.

Impasse:
A deadlock in the negotiations process where there is no convergence of the parties' stands on the issues. Neither side will make further modification.

Management:
The employer and his representatives who are responsible for the administration and direction of an enterprise.

Mediation:
Effort by a third party, often a government official, to reconcile the parties in a labor dispute.

Strike:
Any concerted stoppage of work by employees.

Other terms will be developed and explained more fully as they appear in the study, as no simple explanation can be provided by definition alone.

Statement of Procedure:

(1) The survey instrument will be mailed to the following individuals:

(a) individuals designated by the Michigan Education Association as being presidents and/or directors of local school educational associations.

(b) individuals designated by the Michigan Federation of Teachers as being the presidents and/or the bargaining agents for local school unions,

(c) superintendents of school districts for the state of Michigan, and

(d) those listed as school management negotiators as provided on a mailing list of the Metropolitan Detroit Bureau of School Studies.

(2) Persons receiving the questionnaire will be asked, if they are not the chief negotiator for their school district or teacher organization, to give the questionnaire to the chief negotiator for completion.

(3) In the event of non-response, follow-up mailings will be made.

(4) Returned instruments will be coded for computer processing.

Statement of Scope and Delimitation:

(1) The findings and conclusions reached in this study will be limited to, and based upon, the statistical analysis of the data obtained from the respondents' questionnaires.

(2) Any recommendations generated by this study will be limited to the analysis of data and the relationship of that data to previous research and a review of the literature.

(3) The respondents are those school negotiators for school management and teacher organizations who returned mailed

questionnaires.

(4) School management negotiators are those individuals who bargain for boards of education of school districts in the State of Michigan.

(5) School teacher association negotiators are those individuals who bargain for teacher organizations in the State of Michigan.

(6) The subjective statements of school negotiators for either management or teacher organizations will not be used in arriving at the findings, conclusions or recommendations. Such statements if used, will be for narrative purposes only.

Organization of the Study:

Chapter II of the study will be concerned with a review of the literature relative to the research questions and objectives for investigation, as delineated in the theoretical framework.

Chapter III of the study will describe the research methodology, research design, the selection of the items for the survey instrument, instrumentation, data collection and recording, data processing and analysis, limitations and the methodological assumptions.

Chapter IV of the study will report the findings obtained from the analysis of the respondents' questionnaires, an interpretation of the findings, and an evaluation of inferences arrived at from the statistical data.

Chapter V of the study will generalize the findings and include any conclusions, recommendations, implications, or comments on need for further research, relative to the investigation.

Footnotes

[1]Frank Barbaro, "The Newark Teachers' Strike," The Urban Review (January, 1972), pp. 3-10.

[2]Advisory Commission on Intergovernmental Relations, Labor-Management Policies for State and Local Government, pp. 5-12.

[3]Harry T. Edwards, "The Emerging Duty to Bargain in the Public Sector," Michigan Law Review LXXI, No.5 (April, 1973), p. 886.

[4]Education Commission of the States, "Survey of Teacher-School Board Negotiation Legislation," Compact VI, No.3 (April, 1972), p. 24.

[5]Michael J. Bakilu, "Collective Negotiations in the Absence of Legislation," Compact VI, No.3 (April, 1972), pp. 33-7.

[6]Edwards, "Emerging Duty," Michigan Law Review, p. 895.

[7]Thomas P. Gilroy, "Separatism for Education in State Negotiations," ISR Journal, New York University (Winter, 1973), Reprinted by the Center for Labor and Management, College of Business Administration, University of Iowa, 1970.

[8]Barbara Certer, Pickets, Parents, and Power (New York: Citation Press, 1971), pp. 130-69, passim.

[9]Timothy Almy and Harlan Hand, "Perceptions of Educational Conflict," Education and Society III, No.4 (August, 1971), pp. 941-51.

[10]Myron Lieberman, "The Union Merger Movement," Saturday Review of Literature, (June 24, 1972), p. 52.

[11]Timi Hallem, et al., "Project: Collective Bargaining and Politics in Public Employment," U.C.L.A. Law Review LIX, No.6 (August, 1972), pp. 887-1051, passim.

[12]N.E.A. Research Bulletin, "Teacher Strikes 1960-61 to 1969-70," XLVIII, No.3 (Washington, D.C.: 1970).

[13]Edwards, "Emerging Duty," Michigan Law Review, pp. 932-4.

[14]Theodore Kheel, " Strikes and Public Employment," Michigan Law Review I, March, 1969), pp. 891-1082.

[15]Albert Belik, "Toward Public Sector Equality," Labor Law Journal, (June, 1970), pp. 338-56.

[16]George Taylor, "Public Employment: Strikes or Procedure," Industrial and Labor Relations Review, (June, 197), pp. 617-36.

[17]Hallem, et al., "Project: Collective Bargaining," U.C.L.A. Law Review XIX, No.6.

Footnotes

[18]Carrol A. Cloninger, Differential Perceptions of School Board Chairmen, Superintendents, Principals, and Classroom Teachers Concerning Selective Aspects of Collective Negotiations, unpublished dissertation, University of Virginia.

[19]Lawrence LaFleur, The Current Legal Status and Trends of Collective Bargaining Between Public School Teachers and School Boards in the United States, unpublished dissertation, University of Illinois, 1971.

[20]Samuel Turner, The Legal Status of Professional Negotiations in the Fifty States, unpublished dissertation, Indiana University, 1970.

[21]Jack D. Skillet, An Analysis of Judicial Decisions and Statutory Enactments Pertaining to Collective Negotiations in the Public Sector, unpublished dissertation, Oklahoma State University, 1971.

[22]Lyle E. Ball, Collective Negotiations in the Public Sector: Legal and Attitudinal Study, unpublished dissertation, University of Illinois, 1972.

[23]Alfred Vantine, A Case Study of Negotiations in a Conflictual Environment, unpublished dissertation, State University of New York at Buffalo, 1971.

[24]John W. Best, Research in Education, 2nd ed. (Englewood Cliffs, New Jersey: Prentice Hall, 1970), pp. 174-9.

[25]Michigan Department of Education, Local District and School Report: Explanatory Materials, (Lansing, 1972).

[26]Myron Lieberman and Michael H. Moskow, Collective Negotiations for Teachers, (Chicago, Illinois: Rand McNally, 1966).

[27]A.C.I.R., Labor-Management Policies, pp. 5-12.

CHAPTER II

THE REVIEW OF THE LITERATURE

Introduction:

The review of the literature will encompass the many facets of collective negotiations in the public sector and will be considered from the viewpoint of developing a background for understanding and interpreting the construction of the survey instrument.

The contemporary setting--the economic, social, and political factors--will be examined in terms of their influence on the process of collective negotiations. The relationship of this milieu to public education will also be reviewed. The literature covering theories and concepts of collective bargaining, the comparison of private and public sector bargaining, and the concept of professionalism and collective bargaining will be surveyed.

Current legislative developments will be analyzed in terms of their intent. The literature pertinent to the following topics will be examined: meet and confer; representation; good faith bargaining; scope of bargaining; management rights; management prerogatives; and unfair labor practices. It is not the purpose of this review to describe what is happening state by state, but rather to compare the various provisions which have been enacted by the states. A section of the review of literature will be devoted to the area of impasse resolution and the processes of mediation, fact-finding, arbitration, and strike. The literature which is relevant to the causes of impasse will also be considered.

The institutional roles of governmental agencies and non-governmental organizations involved in public sector negotiations will be reviewed from the aspect of their impact on the negotiations process. Research relevant to the administrators' role in collective negotiations will also be reported.

Proposed legislation, modifying provisions, and alternative and theoretical models for public sector bargaining will be examined. In addition, the question of regional and state-wide negotiations will also be considered.

The Contemporary Setting:

School negotiators, as well as members of any group, are certainly cognizant of the factors which can affect their functions. Certainly the legal provision which establishes the parameter for the bargaining arena is understood by all. However, in today's milieu, there is the parameter established by the social, political, and economic climate. The other dimension for school negotiators is the educational dimension.

Belasco, Alluto, and Green, in an analysis of negotiation behavior, concluded that the bilateral process is in reality non-existent and the process is really a "multiparte process of conflict resolution." The multiparties are teachers, school boards, and dissident teacher groups, along with minorities and community groups. Each wants a direct role in the negotiation process, as each group perceives that they have a vested interest in the outcome. Teachers want input into the educational decision-making process, as does the black community, who also want to control the education process.[1]

Winter contends that racial considerations "affect public sector

bargaining and they must be given explicit recognition."[2] Gittel, in her research, noted the increase of the power of teachers "manifested in key areas of school policy" and having more of an influential role than the educational bureaucracy or the board of education. She maintains that this role will create greater conflict with the urban community.[3]

Within the profession, there are certain factors of which negotiators are cognizant. This study can only allude to them, as they demand comprehensive research in their own right. It is not yet possible to predict the affect of the surplus of teachers on the bargaining process. The question of teacher tenure may eventually be an issue. The 1972 Gallup Poll showed that the public was increasing in its opposition to tenure (61% of those polled opposed tenure).[4] Lieberman feels that it is possible that teachers may desire the "due process" of provisions written into negotiated contracts against arbitrary dismissal.[5] The other major factor on the current scene is the crisis in school finance. The revenue for public education has not been adequate to meet the demands. The diminished educational services reflected in cuts in staffs and programs is a result of the present system of school finance.[6] The recent Supreme Court decision and the California State Supreme Court, Shanna states, simply moves the problem of school finance directly back to the states.[7]

A major political factor, other than decentralization, community control, and integration, which are primarily social and political, is the potential power of organized governmental units with the educational structure. This cogent power, resulting from the potential merger of the N.E.A. and the A.F.T. forming political coalitions such as that completed by the N.E.A. with the A.F.S.C.M.E. (American

Federation of State and Municipal Employees) when actualized as either a lobby or at the ballot box, has the potential of negating the processes of collective bargaining.[8]

The political, social and economic factors, and those factors relevant to education, cannot in all reality be considered in an isolated context. The interrelationships are obvious and their affect on the dynamics of collective negotiations cannot be minimized nor ignored. The perceptions which humans bring to solving a problem influences their behavior. The milieu of the contemporary scene also affects the perceptions of negotiators involved in the bargaining process.[9]

COLLECTIVE BARGAINING--THEORIES AND CONCEPTS

Theories of Bargaining:

Webster's definition of the word "bargain" as a verb is to, "discuss terms of sale; haggle." This definition suggests the bilateral nature of the bargaining process. The unilateral nature, which exists in the administration of governmental and educational institutions, has diminished. Some may argue that the decision-making process was never fully unilateral, in that decisions were often based on a mutual consensus of those involved in the process. Teachers argue that consensus administration did not involve them in the consensus. Bargaining is thus a bilateral relationship which assumes a conflict over interests or needs which must be resolved through a formal specified procedure.

Kheel feels that the collective bargaining process is the process of resolving disputes and conflicts, and that it is the one means

in which voluntary settlements can be reached.[10] Perry and Wildman state that collective bargaining is essentially a power relationship and a process of power accommodation.[11] Broderius thinks of the collective negotiations process as an "adversary process."[12] Dunlop views collective bargaining as a process of social utility which accomplishes three major functions: (1) It is a system to establish, revise and administer many roles of the work place; (2) It is a procedure to determine compensation of employees and to influence the distribution of the "economic pie"; and, (3) It is a method for dispute settlement.[13]

Gilroy sees negotiations from the viewpoint of the behaviorist, stressing that it (the process) is continuous, and is oriented toward problem-solving. Thus, all of the means for resolving the problem, such as mediation, fact-finding, final offer approaches, and hearings should be used.[14] Northrup sees the bargaining process as primarily an economic process--the means of determining equity in wages.[15]

The Bargaining Process:

The approach or strategy used during the negotiations process is determined by the rationale and the perceptions of the participants toward the process. Vantine has constructed two bargaining models--pure bargaining and mutual accommodation. Pure bargaining is based on the use of power to coerce the other party into granting concessions--agreement is reached when each opposing party has made concessions until there are no more demands or concessions to be made. Such bargaining is characterized by trying to move the opposition by the use of threats, forcing a choice, and appeal to reason. The mutual

accommodation model is a problem-solving model in which the parties try to solve the problem without using a preconceived idea of what the solution should be. This model is characterized by trust, commonality of interest, and open communication.[16] Walton and McKersie characterize the bargaining process as a mixture of what they define as distributive bargaining and integrative bargaining. Distributive bargaining is similar to pure bargaining in that it is oriented to crisis and conflict. Integrative bargaining is a mixture of pure bargaining and mutual accommodation. They maintain that the bargaining process always has two major elements present--conflict and cooperation.[17]

Lieberman and Moskow describe three approaches which are utilized in the negotiation process--the marketplace approach, the professional approach, and the problem-solving approach. The marketplace concept is one in which teachers sell their services for the highest possible amount to a board that tries to pay the lowest possible wage. The professional approach uses collective bargaining for wages, but uses problem-solving for problems in the area of education. The problem-solving approach is concerned with the results and not with the means, and it also is not dependent upon power relationships.[18]

The American Association of School Administrators believes that negotiators in education can utilize one of two forms. One form uses the problem-solving model, is informal, low key, stresses mutual goals, and needs and strives for cooperative participation. The other form is the adversary process in which the movement is from convergence toward either consensus or impasse.[19]

Hellriegel and Peterson see an eventual synthesis of the legal model (unilateral--power of the state), the labor model (power of the bargainers), and the professional model (serving the ends of the institution), and the resulting model, in an operational sense, may be of one type more than the other, depending on the needs of the membership.[20] Garbarino takes the same point of view in his analysis of alternative approaches to professional relationships. He anticipates that

> organizations of professional employees--both those which call themselves unions and those that do not--will increasingly take their ideology and rhetoric from the general employee professional model, their goals and status aspirations from the academic model, and their tactics from the union model.[21]

Perry and Wildman contend that game playing has emerged as the dominant process in educational negotiations as each party has sufficient power to force compromise, and that inherent economic conflict necessitates an adversary approach.[22] The approaches or strategies utilized in collective negotiations can be analyzed from many points of view, which appear to be dependent on the analysts area of expertise--be it law, economics, sociology, or behavioral psychology.

Collective Bargaining and Professionalism:

It appears incongruous that teachers and other governmental employees who traditionally had the protection of either tenure or civil service, would desire collective bargaining. There are several theories not only in terms of the causative factors, but also in the implications for government. Gus Tyler contends that man has always

had a "historical compulsion to organize," and that as he organizes he becomes aware of his collective presence and power. The causative factors which brought this into the public sector were the huge increase in white collar employment, changes in the political climate, and the civil rights movement of the 1960's. Guy reviews these movements as a repetition of history; as groups become aware, they will organize in law, medicine, crafts, or in product or labor.[23] Corwin feels that the bureaucratic structure has been the major factor in the development of militant professionalism and the desire to have input into the decision-making process. This desire has been nurtured by the level of education obtained by most teachers and by the erosion of the traditional models of administration. Administrations were moving away from the authoritarian models toward the consensus administration at the same time teachers were moving toward implementation of a professional model which involves interaction with the structure, not compliance. Corwin found that the teachers who perceived themselves as being "professional" were also more militant.[24]

Teachers and other employees in the public sector, who class themselves as professionals, do not see the official organization structure--neither civil service boards nor commissions--looking out for their professional interests. The school superintendent cannot speak for the teachers, although they belong to the same profession. Killingsworth states that the fundamental difficulty arises from the dual role of the typical civil service commission in which they exist to protect the interest of the employee, but primarily serve in a managerial function over a wide area of subjects.[25]

Chalmers and Comick, in describing the role of the superintendent

in trying to negotiate the problems between the black community and teachers, assert that he could not negotiate nor mediate for either side, as his position could never be defined by the groups and as he also lacked the power to effect agreements.[26]

There are those who argue that teaching or education is not a profession. Flexner stated that only law, engineering, literature, and music were the true professions.[27] Goode reached the conclusion that many occupations and semi-professions will never become professions in the full sense, citing teaching, nursing, and library science as examples.[28] Prasow states that professionalism is a matter of degree. Prasow feels that the difference between the non-professional and the professional is in the goals they seek.[29]

The goals, as Prasow states, fall primarily on two levels. Level One goals are those which are considered short-range and are held by everyone. These goals are goals of the present--wages, hours, working conditions, fair treatment, fringe benefits, and a measure of occupational security. Level Two goals are professional goals. These goals are those "which are related to the missions and content of the functions performed by members of the profession."[30]

The "salaried professional" that Prasow refers to wants autonomy, the right to determine how to do the job, occupational integrity and identification, protection from internal and external conflicts and threats, individual satisfaction and career development (which means direct control over decisions affecting their work and careers), economic security and enhancement rewards which bear a direct relationship to the quality of the service rendered.[31] Prasow concludes that in seeking Level Two goals, the salaried professional will be negotiating

not only for a role in the decision-making process but also in the formulation of policy.[32]

The question of professionalism may be irrelevant as Guy maintains, or ambiguous as Corwin implies, or totally relevant as is the contention of Prasow when associated with collective negotiations. Possibly, the relevancy of professionalism in collective negotiations is dependent upon the status given it in the bargaining process.

Private and Public Sector Bargaining:

There have been two major objections to the adaptation of private sector collective bargaining model for use in the public sector. The differences which exist among the laws of the states exemplify the attempts to reconcile the private sector model for public sector bargaining. One objection has been primarily the concept of the "doctrine of sovereignty," the other, more pragmatically, is the question of whether or not employment in the public sector is essentially different from employment in the private sector.[33]

The "doctrine of sovereignty" stresses that the government possess sovereignty which cannot be surrendered or delegated to others. Under this theory, public administrators must have wide discretionary power which may be used unilaterally. Objections to this theory have been based on the fact that the government has permitted law suits against itself, and the signing of an agreement does not meet the delegation of powers but the limiting of powers for a specified period. The government has signed contracts with private companies; therefore, there should not be the arbitrary restriction of "no employee organization contracts." Finally, the federal

government is a representative of the people and the ultimate authority rests with the people--thus, negotiations are not an abdication of sovereignty.[34]

Related to the "sovereignty" concept is the "right to strike." With some exceptions, in most states and in the federal service there are prohibitions against public employee strikes. One of the arguments against the "right to strike" is that the "exigencies of public service" demand that no strike be permitted. One issue is whether or not government can allow the health, safety, and welfare of the public to be endangered by strikes.[35]

Another argument against the adaptation of the private sector model for public employment is that the economic restraints present in the private sector model are not applicable to the public sector. Public service employees do not produce a product--they perform a service. The way they perform that service may be a subject for bargaining and thus the nature of that service can be changed. In essence, the employee is changing the nature of service. The nature of a product is not and has not been a "bargainable" issue in the private sector.[36]

The concept of market restraints supposedly is not applicable in the public sector. If a private sector employee strikes, forcing his employer to raise the cost of his product to the extent that it is priced out of the market, the employee knows that he may price himself out of a job.[37]

Another economic axiom is that there are fewer "trade-off" items available in the public sector than in the private sector. A worker in the private sector may be willing to accept automation if he is

given certain job guarantees or a higher wage. Most of the "trade-offs" in the public sector must be considered politically and not economically motivated, thus making it difficult to develop a total package.[38]

An economic restraint that the private employer has used, unlike his public employer counterpart, is the right to counter the employees' strike with a "lockout." For most governmental agencies, in terms of political reasons alone, not to mention the pragmatics involved, this is an impossibility. "What all of this means is that the social costs imposed by collective negotiations are economic costs; that usually they are limited by powerful market restraints..."[39]

Those who argue that the private sector paradigm for collective bargaining is appropriate as there are restraints other than legal that are applicable in public sector bargaining. For example, the board may increase class size if there is an increase in teacher salaries. This can be a "trade-off" item; a city can replace workers with machinery or reduce the quantity and quality of services obviating the need for several workers. The knowledge by public employees of the reluctance of the citizens to approve tax increases or of the legislature to raise taxes can operate as an economic restraint.[40]

Wellington and Winter maintain, however, that the problems which are present in public sector bargaining are far more complex than they are in the private sector. They cite the lack of fewer economic restraints, fewer alternatives for governmental agencies to provide or purchase similar services, and the degree of professionalism held by governmental workers in which they (the governmental employees) want to be part of the decision-making process and will advocate programs and policies, unlike the private sector employee.[41]

The other dimension which is not often present in private sector bargaining is the political nature of public sector bargaining. Collective bargaining by public employees and the political process cannot be separated.

> Consider education. A strike by teachers may never create an immediate danger to public health and welfare. Nevertheless, because the demand for education is relatively inelastic, teachers rarely need feel unemployment as a result of union-induced wage increases and the threat of an important non-union rival (competitive private schools) is not to be taken seriously...A teachers' strike may not endanger public health or welfare...it may seriously inconvenience parents and other citizens who, as voters, have the power to punish one of the parties--and always the same party, the political leadership--to the dispute...[42]

Wellington and Winter contend also that the private sector collective bargaining model cannot be transplanted in total for use in the public sector. The economic and political dimensions, they maintain, are simply not the same. Even though the economic impact of public employee strikes is far less than a strike in the private sector, the political impact on society may have more severe consequences.[43]

Edwards maintains that less emphasis should be placed on the word public and more on employee when thinking of collective bargaining in the public sector. Basically, with some exceptions, he feels that the private and public sector models use functions under the same economic and political restraints as the private sector. The implication is the public employee will have to become more knowledgable about the bargaining process and be willing to negotiate in "good faith" within the realities of its (the governmental agency) fiscal limitations.[44]

It is difficult to ascertain from the literature the compatibility of the private sector collective bargaining model with public sector bargaining. The degree to which the economic restraints are present more in the private sector model than in the public sector model is probably impossible to measure, and the political restraints present in the public sector are also present in the private sector, although to a lesser extent. The literature suggests that there will be a fusion of the private and public sector models, that is, both will be influenced by the same political, economic, and social factors, and consequently the nature of negotiations will be identical.

THE LEGISLATIVE PROCESS

Earlier Developments:

Before 1877, the United States government had no formal legislation or policy concerning labor and the collective bargaining process. Collective bargaining, as such, took place in a "free market" and the employer, in spite of strikes, unilaterally set wages and determined the working conditions of his employees. The disasterous railway strikes of 1877 through 1894, which state and federal governments broke, often by brute force, was the stimulus for more enlightened approaches.[45]

The essential services rendered by the railroads and the economic and political impact created the necessity for legislation that would resolve the issues between railroad employees and the railroad managements. The Adamson Act, the Railway Labor Act of 1926, and the 1934 amendments all paved the way for future labor legislation...mediation and eventually arbitration.[46]

The development of the civil service model in federal, and eventually, state and municipal governments received its impetus during the Jacksonian and Grant eras. The reaction of the public to the "spoils system" and the scandals that occurred during Grant's administration led to civil service reforms of government hiring and employment practices. The advent of the competitive examination, promotions based on merit, the seniority system and the development of formalized dismissal procedures created a different model than found either in the railroads or the private sector. The government, nevertheless, under the doctrine of sovereignty, was an employer that made decisions concerning the hours, wages, and working conditions for its employees. The merit system protected him against unjust dismissal, and political influence.[47]

The collective bargaining model prevalent in the private sector today, emerged during the New Deal. Prior to this time, organized labor was confronted with hostile legislation, judicial restraints, and lacked protection from company unions, strike breakers, and lockouts. "The Wagner Act, known otherwise as the National Labor Relations Act, became law in 1935. Its enactment marked a major change in governmental policy...to ensure the right of organization and the correlative right to bargain, governmental aid was needed."[48] The development of these models, each unique in its own way, provided the foundation for the subsequent public sector model.

Northrup contends that the various railroad acts do not really provide for true collective bargaining; that, in essence, the railroad acts simply provide bargaining procedures.[49] The civil service model brought white collar workers and other salaried professionals under

the rule of a process which, in many instances, provide the same functions as organized labor. Civil service commissions and employee boards were initially organized to protect the governmental worker and his interest.[50] The private sector model became the most predominant model simply due to the fact that more people were employed in the private sector.

The one model which is cited, as being the epitome of what can be accomplished in employer-employee relations is the T.V.A. joint management-labor model. The Tennessee Valley Authority was the first governmental agency which provided formal procedures that allowed for collective bargaining, possibly because it was an independent agency born during the Depression and occurring at the same time as the Wagner Act. The T.V.A. labor act imposed a strike ban but did allow for employee input in the decision-making process; it, in fact, encourages it. The model provides for mediation and arbitration of impasse. The T.V.A. model is considered the "ultimate in employee-management cooperation under the labor approach...as they (employees) are acknowledged as partners of management in every sense."[51]

The historical antecedents of the enacted legislation, which provides the stimulus for the development of the various models for the conducting of employer-employee relations, proved, if nothing else, that government perceived itself as having an obligation, in both the public and private sectors, to provide a formal means of regulating such conduct.

What has not been discussed here because of the scope of delimitation of this study to enacted legislation was, and is, the impact of the various court decisions at both the state and federal level. The

judicial contribution cannot be minimized as court decisions often provided the stimulus for new legislation or approved the consitutionality of enacted legislation.

Current Legislative Developments:

The American Bar Association in State Labor Law, analyzing the data from the states as of May, 1970, found that forty states had legislation authorizing some form of union activity in public employment. This group divided the legislation into three broad categories: (1) mandatory legislation, (2) permissive legislation, and (3) minimal legislation. Mandatory legislation requires public employees to negotiate, while permissive legislation only authorizes negotiations. Minimal statutes limits to items in certain areas such as dues deduction, organization, and so on the things which may be negotiated.[52]

The mandatory and permissive statutes were categorized as to whether or not they provided for "collective bargaining" or "meet and confer." Some state statutes are comprehensive, covering all public employees under one act. Other states have separate statutes for various employee groups such as teachers, policemen, firemen, and nurses.[53]

Collective bargaining legislation is often in conflict with previous enacted civil service legislation. In nine states, legislation defined the civil service procedures and act as having precedence (California, Massachusetts, Kansas, Pennsylvania, Rhode Island, Vermont, Wisconsin, Maine, and Washington). Three states give collective bargaining precedence over the civil service system (Connecticut, Delaware, and Hawaii), and in five states (Alaska, Michigan, Missouri, Nebraska,

and Oregon) no statement has been made as to which takes precedence.[54]

Since teachers, unless they worked for the federal or state governments, usually are not covered by civil service, parallel comparisons can be made with state tenure laws for teachers. In examining enacted legislation, no state has included tenure in its collective bargaining legislation as to the precedence of collective bargaining to existing tenure legislation.

Meet and Confer vs. Collective Bargaining:

Edwards found that states which had enacted meet and confer legislation usually followed a modified form. Pure meet and confer legislation is "the implicit assumption that the private sector model would be too permissive."[55] Generally, meet and confer statutes do not provide for written agreements. The decision-making process of what is acceptable is still unilaterally determined by management. Many items can be discussed, but not necessarily negotiated. However, Edwards also found that in states which provided for collective bargaining the legislature placed limitations on what could be negotiated. Nevertheless, Edwards maintains that the states which have provided comprehensive collective negotiation laws provide a more equitable and viable process.[56]

Representation:

The impact of collective bargaining on professional teacher organizations, in terms of their organizational structure(s), has probably been more severe for the N.E.A. than the A.F.T. The N.E.A. had several constituencies, superintendents, principals, classroom

teachers, curriculum organization, etc. Collective bargaining legislation, which insisted on a "recognized" unit of those who have a common interest, has forced the N.E.A. and the state and local units into representing only the classroom teachers.[57]

Related to representation is the question of formal recognition and exclusive representation. Formal recognition means that the employer recognizes the employee group for the purposes of collective bargaining and exclusive representation provides that the employee organization will be the only organization which can represent the employees.[58] The Winton Act in California provides for proportional representation of various groups who have an interest. The question of representation usually arises when there are several organizations to which employees may hold allegiance such as the A.F.T. and the N.E.A. Exclusive representation has involved the question of the employee who does not belong to the organization but benefits from the negotiated agreement. One method which has been negotiated for in some states and provided for by legislation in others is the agency shop. The agency shop provided that an employee who does not join the union has to pay a fixed fee, usually the equivalent of union dues, to the exclusive representative.[59]

The question of the representation and recognition of supervisory and administrative employees is coming into focus and will undoubtedly receive the attention it deserves. Certain states have specified that certain levels of administrators such as superintendents, assistant superintendents, or persons responsible for negotiations cannot belong to a bargaining unit. Pennsylvania provides for meet and confer for first level supervisors.[60]

Good Faith Bargaining:

Existing laws in private sector bargaining, as enforced by the National Labor Relations Board, defined "good faith bargaining" as "a duty to participate actively in deliberations with a sincere desire to reach agreement." The failure to bargain in good faith can often be adjudicated before the enforcement agency.[61] As Perry and Wildman suggest, the problem of ascertaining what constitutes a lack of good faith is often obfuscated due to the nature of what is bargainable.[62]

The original Wagner Act and the interpretation of the N.L.R.B. defines "good faith bargaining" as "trying to reach agreement over the issues of hours, wages, and working conditions." "Good faith bargaining" does not mean that the parties have to agree that they try to reach an agreement.[63]

Scope of Bargaining:

The scope of bargaining, or scope of negotiations, covers those items and topics which can be negotiated at the bargaining table. The N.L.R.B. has rules that the mandatory subjects of bargaining, about which the employer and employee must bargain in good faith, are all matters concerning rates of pay, wages, hours of employment, or other conditions of employment.[64] Anderson believes that the scope of bargaining in the public sector has gone beyond the traditional topics and the new development appears to view the bargaining process as an "instrument for effectuating social change."[65] He cites the teachers in New York who bargained for the More Effective Schools program.

Charles Cogen, former president of the New York Teachers Union, maintains that everything which concerns the operation of the schools is subject to collective bargaining.[66] Wellington and Winter maintain that expanding the scope of bargaining into areas which affect policies, eventually infringe on the rights of other interested groups. There are three areas of concern that teachers have, which can infringe on the legitimate rights of others--class size, student discipline, and curriculum reform.[67] Prasow believes that the real controversy, in considering what the scope of bargaining should cover, is the question to what extent professional standards are to be admitted as proper subjects of bargaining for the various professions. Interpretation of professional standards here is not only the hiring and promotion but also the involvement in the development and implementation of policies.[68]

In the enactment of legislation, legislators have delineated in many instances what is covered in the scope of bargaining. For example, Minnesota limits agreements to economic issues only. Other topics involving policies may be discussed and views and information may be exchanged.[69]

Other states have used the N.L.R.B. definition and have not placed limitations on what is negotiable. Edwards believes that much of the language in the various states is ambiguous and lends itself to court suits in which there may be judicial restraints placed on the scope of bargaining.[70]

Pendleton argues that the scope of bargaining is affected as much by fluid variables such as public policy, political style of jurisdiction, attitudes of public employers, relative powers of unions,

union leadership and aggressiveness, effectiveness of communication, size of bargaining units, and the degree of economic action permissible, such as striking.[71]

Prasow contends that the scope of negotiations "is not a substantive matter, but a procedural one" and that a specific problem of scope may be resolved on a substantive basis by recourse to appropriate criterion contracted from personnel management, commercial law, and legal rules of evidence. In essence, Prasow believes that a specific problem of scope has to be defined by criteria recognized by the parties and the application of these criteria in the evaluating of the specific problem will determine whether or not it is within the scope of bargaining.[72]

Management Rights:

The scope of bargaining is directly related to, and in many instances, is an intrinsic part of the concept of management rights. Management rights or prerogatives are those topics traditionally considered topics in which management could act unilaterally.[73] The management rights provision encompassed in Federal Executive Order 11491 as amended by Executive Order 11616 of August 26, 1971, is very specific as to the rights of management. Section 12, states:

> (b) Management officials of the agency retain the right, in accordance with applicable laws and regulations
>
> (1) to direct employees of the agency;
> (2) to hire, promote, transfer, assign,...retain, demote, discharge, or take disciplinary action against employees;
> (3) to relieve employees from duties because of lack of work or other legitimate reasons;
> (4) to maintain the efficiency of the governmental operations entrusted to them;
> (5) to determine the method, means, and

personnel by which operations are to be conducted; and

(6) to take whatever actions may be necessary to carry out the mission of the agency.[74]

Prasow contends that collective bargaining restricts managerial authority through the restriction of the written instrument; the implied obligation to maintain for the life of the agreement those employee benefits neither mentioned nor discussed in negotiations and are not in the written instrument; and the role of reasonableness in that management cannot be arbitrary, capricious, nor discriminatory. Prasow separates the doctrine from management reserved rights from the management clauses negotiated into contracts, or even enacted by legislature.[75]

The management reserved doctrine is the managerial authority to direct the work force and does not imply that it (management) has some inherent right over the employee. It is the procedural right to manage and not a substantive right. The question of management reserved rights cannot be negotiated unless it agrees it has conceded its power or has placed limitations on itself. "The study of collective bargaining is a study of these restrictions."[76]

The scope of bargaining in the public sector, it appears, is open to many interpretations, especially in trying to define its limitations. Wellington and Winter believe that the expanded scope of negotiations may infringe on the rights of other groups and could necessitate multiparte bargaining. Prasow sees a direct relationship between the scope of bargaining and the doctrine of managerial reserved rights. Edwards believes it is the duty of governmental agencies to expand the scope of bargaining and the real question relates to the

appropriateness of the question and not consequences, especially if states have proscribed no strike legislation. Pendleton believes that there are many variables, legal and extra-legal, that define the scope of bargaining and in reality it is the employer-employee relationship that creates the dynamics of what is bargainable.

Unfair Labor Practices:

Most states that have enacted public employment labor relations legislation have included provisions that protect the rights of the employee and usually the employer. These protective provisions list unfair labor practices, or prohibited procedures and consist of obligations imposed on employers, employees, and employee organizations.[77]

Moskow, Lowenburg, and Koziara, in analyzing the unfair labor provisions found in the statutes of various states, found considerable diversity.[78] Many statutes are very specific as to unconstituted or unfair practice for both the employer and employee(s) and their organization. Employers were prohibited from interfering with employee rights as proscribed by law, to initiate, create or dominate or interfere with any employee organization, to encourage or discourage membership through hiring, tenure, refusal to bargain in good faith, violate the collective agreement, and to deduct dues without authorization.[79]

Prohibited employee practices consist of coercing or intimidating employees or any municipal officer, refusing to bargain collectively, violating the collective bargaining agreement, encouraging employees to strike, influencing the outcome of any controversy. Moskow, et al., also found that most charges were filed on the basis of refusal to

bargain.[80]

In Delaware, only the employer unfair practices are specified. This is undoubtedly inherited from the original Wagner Act. Some states specify penalties that are levied against either the employer or employee. Usually, an order is issued by the state agency, ordering the guilty party to cease and desist. The lack of literature and research on this particular topic suggest that the unfair labor practices are not in the area of collective bargaining.

However, in terms of the question of what kind of legislation should be enacted, Smith cited three problem areas--(1) whether or not the law should explicitly enumerate unfair practices and allocate responsibility to an administrative agency for enforcing them or simply avoid the subject; (2) should these practices be limited to managerial behavior or should they include employer and employee organizational behavior; and (3) should the agency be primarily judicial or also have the responsibility for investigating and prosecuting charges of unfair labor practices.[81]

Impasse Resolution:

By definition, the word impasse in the lexicon of collective bargaining describes the failure of parties at the bargaining table to reach agreement about an issue or issues within the scope of negotiations. A method used in the private sector to force agreements in an issue is the strike. Abner states that one of the major areas of disagreement among experts in the field of collective bargaining is the question of whether or not there can be true collective bargaining without the right to strike.[82] Although most states specifically

prohibit the use of the strike as a means of resolving impasse, this does not prevent strikes. Two states permit strikes (Pennsylvania and Hawaii) after definitive impasse procedures have been followed. At present, the consensus is that strikes by public employees should be prohibited by statute but, provide as a substitute, procedures which will resolve impasse at the bargaining table.

The experiences of the government in trying to solve the labor problems of the railroad industry in the late nineteenth century and the first part of the twentieth century to the development of formal impasse procedures. The processes of mediation (or conciliation), fact-finding, and arbitration of contract disputes and grievances, as they are operable today, are a result of this era.[83]

Mediation is the use of a third party to help resolve disputes at the bargaining table. Mediation is rather informal and is not coercive in nature. It appears that the effectiveness of mediation is dependent upon the ability of the mediator to work with conflict groups and help them reach a bilateral agreement. The mediator does not take sides but suggests possible areas of compromise.[84] Davey suggests that the major purpose of the neutral mediator is to assist the parties to use the collective bargaining process and that the failure to reach agreement will place both parties into either a semi-compulsory or compulsory situation.[85]

If mediation fails, the parties, depending upon the statutory provisions, usually go to "fact-finding." Fact-finding is a more formal procedure whereby an individual or a panel will try to ascertain the particular facts of an issue or the issues that are creating the bargaining impasse. Depending on the provisions allowed for in

the law, fact-finding may be conducted privately or publicly. During the fact-finding hearing, each side may present evidence supporting its position. The fact-finder may require additional evidence or documentation. At a later date, the fact-finder files a formal statement concerning the disputed issue(s) and his recommendations for resolving the conflict. Unless agreed to in advance, or stipulated by law, these recommendations are not binding on any of the parties.[86]

Fact-finding has been cited by Perry and Wildman,[87] by McLennan and Moskow,[88] and Jaffe and Goldblatt[89] as being an alternative or substitute for the strike. In Pennsylvania and Hawaii, it is a statutory requirement that fact-finding precede the advent of the strike, which is permitted in those two states. In theory, fact-finding is supposed to replace the strike as a means of resolving conflict. Stern, in reporting the Wisconsin experience, reported only twenty-four per cent of the cases were not resolved.[90] Word, in an unpublished dissertation, reported that a majority of impasse situations were resolved, but concluded that fact-finding was not an adequate substitute for the strike.[91]

The question of what evidence should a fact-finder use in making his recommendations is one that will always be dependent upon the perceptions of the parties involved. Pegnetter, in a study of fact-finding and teacher salary disputes, discovered that school management cited the ability of the districts' financial resources as evidence used to support their wage offers, whereas the school teacher organizations wanted comparisons of teacher wages being paid in surrounding school districts.[92]

McKelvey, in analyzing the results of fact-finding, suggested

such variables as community type, bargaining experience, fact-finding cost differences in statutes, and the supply of expert neutrals may be factors in determining the success or failure of fact-finding. The danger, as she perceives it, is that fact-finding may become a substitute for collective bargaining and the first step, rather than the last step, in the process.[93]

An additional procedure that has been added in New York has been the "show cause" hearing which follows if either one or both of the parties do not accept the recommendations of the fact-finder. The rejecting party must defend their actions before a legislative body. This provides another opportunity for resolving the issue. George W. Taylor, author of the Taylor Law for New York, states that the show cause hearing is designed to insure due process in the consideration of diverse claims.[94]

Some recommendations have been made that compulsory and binding arbitration be used if fact-finding fails to resolve the dispute. Barber makes the point that compulsory arbitration in the public sector provides the economic element which is now missing in public sector bargaining.[95] There is some indication that compulsory arbitration is not the answer to preventing strikes. Laffer, in a study of compulsory arbitration in Australia, in which ninety per cent of the workers are covered by the arbitration law, there were sharp increases in strikes. It also appears that the arbitrators must be sensitive to the climate of social change in considering their decisions.[96]

Gilroy and Sinicropi, in assessing impasse resolution in the public sector, found an increased use of the mechanisms of mediation, fact-finding and arbitration in settling disputes. They found that

mediation seems to be the most effective way for arriving at contract settlements. It also appears that the fact-finder is becoming more aware of the public interests, and not just those of the involved parties. Arbitration has been used very little for negotiation impasses, whereas the use of the strike is being considered as more of a possibility.[97]

Gilroy and Sinicropi conclude that the fundamental problem in a dispute settlement is providing a workable set of procedures while preserving the negotiation process. They felt that political realities prevented legitimizing the strike, and a limited right to strike for certain categories is unfair. However, a "final selection" dispute settlement procedure "would not have a detrimental affect upon the willingness of the parties to negotiate."[98]

Their recommendations for an impasse policy consist of the parties agreeing to impasse procedures before collective bargaining, show cause hearings if fact-finding is rejected, and fact-finding decisions to be based on criteria established in statute.[99]

Van Asselt contends that bilateral negotiations without third party intervention of resolving employer-employee disputes is the most desirable form, however, mediation and fact-finding hold promise as impasse resolution techniques. He feels that meaningful collective bargaining in the public sector can occur without the right to strike. Compulsory arbitration should be objectively evaluated in effectiveness in avoiding strikes, but experimentation with other forms of impasse resolution should continue.[100]

Wellington and Winter contend that there are two models of legislation which have been enacted. The first is the "legal strike"

model, and the second, the "illegal strike" model. The illegal strike model prohibits strikes but provides procedures for resolving impasse. They contend that the illegal strike model has not prevented strikes. There is the question of whether or not fact-finding is an adjudicatory process or an adjustment process and, secondly, where binding arbitration is used, whether or not this violates the doctrine of illegal delegation of governmental power. They found that where strikes are prohibited, the question of the application of strike penalties has presented problems. Should the penalty be applied against the striker, the striker's organization, or both. In addition, harsh penalties prescribed by law are seldom implemented and do not serve as a detriment.[101]

The problem with the legal strike model where strikes are permissible is defining where feasible in non-emergency situations is what constitutes an emergency and what is an inconvenience. They maintain that strike experience in education is more of a risk to political careers than the health and safety of the public.

They contend that the application of the legal strike model is hindered by the inelasticity of demand for governmental services and the lack of substitutes for such services; unlike the strike in the public sector. To compensate for these missing factors, they suggest the publication of salaries and public referenda.[102]

Causes of Impasse:

Abner states that wages and fringe benefits disputes are the major cause of work stoppages in public employment. The second most frequent cause for strikes in public employment involved union

recognition and union security.[103] The interpretation of a union security issue could possibly be the New York teachers; strikes of 1968 and 1969. The issue at stake was teachers' rights versus community control.[104]

Perry, in a study of impasse resolution for the Office of Education, categorized impasse into three types of conflict:

(1) Empirical--conflict over optimal means for achieving goals (means, rather than ends).

(2) Economic--conflict over short-run disposition of resources within the system.

(3) Control--conflict over the distribution of power to set the long-run goals of the system.

The resolution of impasse, in spite of the mechanics of resolution, are resolved with the involvement, Perry believes, with these three types of approaches:

(1) Rational--based on private bilateral persuasion

(2) Political--based on public persuasion

(3) Economic--based on the withholding of services

The political approach is a trilateral process as it involves the community, the teachers, and the board of education. In the long run, the economic process is essentially a political process as the board does not suffer economically and there is very little evidence to support the notion that teachers are hurt economically by teacher strikes.[105]

Grievance Resolution:

Although it is somewhat outside the scope of this study, some mention should be made of grievance resolution as it is provided for in the statutory provisions of some public employee relations statutes.

Ullman and Begin consider grievance resolution and the grievance procedure to be the heart of the union-management contract in that the grievance procedure determines how well the terms of the contract are observed and also how well it serves as a means by which conflict can be reduced.[106]

One of the problems in developing grievance procedures in the public sector is the existence of other agencies such as civil service commissions, civil rights boards, and tenure commissions which may, by law, have jurisdiction over employee grievances. Generally, where collective bargaining contracts exist, the employee may only file a grievance complaint on the basis of an alleged violation of the negotiated agreement.[107]

It appears that most states which do not specify a grievance procedure allow it to be negotiated for in the contract. In such cases, grievances can be appealed to various levels for arbitration. The question of voluntary arbitration and binding arbitration seems also to fall within the scope of the negotiated agreement unless prohibited by statute.

States which specify a grievance procedure designate the local board or a state agency to hear the grievance. Pennsylvania statute makes arbitration mandatory, but other states simply permit arbitration as part of a negotiated agreement.[108] The entire area of contractional conflict resolution may be more of a problem area in the future than contract settlement.

Institutional Roles and Collective Bargaining:

Brief mention should be made of the roles of institutions, both

governmental and non-governmental, and the parts they play in the negotiations process. The role and impact of state legislatures, the judiciary--both state and federal, the state agencies such as public employee labor commissions, the state departments of education and the local boards of education cannot be minimized. Unfortunately, a review of the literature reveals a paucity of empirical and substantive research about these institutions in relation to their impact on the collective bargaining process.

Non-governmental institutions such as the professional associations, unions, advisory groups and organizations such as the American Arbitration Association have provided input and have had impact not only on the development of collective bargaining legislation, but also on the functional aspects of collective bargaining.

Governmental Agencies:

Simon points out that the United States Supreme Court decision in the Rodriguez case has moved the school finance problem back to the states. At the state level, the problems of school finance will either be solved judicially or by legislation. The decisions that are made by either body are essentially decisions about teachers. He feels that the emphasis on collective bargaining will move from the local level to the state level. He maintains that the various institutions will make several accommodations, such as statewide lobbying by a merged A.F.T. and N.E.A., legislative action for statewide bargaining, legislative committees involved in the bargaining process, and bargaining over the distribution of funds.[109]

Edwards poses the question as to what are the prerogatives of government in passing ordinances which may be subjects that affect collective bargaining agreements, or the development of budgets which are dependent on legislative action.[110]

State Agencies:

McKelvey, in assessing the development and roles of state agencies in public sector negotiations, hypothesized that states which perceived that collective negotiations in the public sector were similar to negotiations in the private sector, usually used the existing labor relations agencies. Governmental bodies that perceived dissimilarities between private and public sector negotiations usually developed separate agencies to administer public sector negotiations.[111]

The advantage of using existing agencies was the fund of experience the agencies have had in the private sector in such areas as mediation, arbitration, and fact-finding and that these experiences are transferable to public sector negotiations. In addition, it is more economical to use existing agency personnel.[112]

The arguments posed by McKelvey against jurisdiction to existing state agencies are that the problems of unit determination and impasse are sufficiently different and the precedents of the industrial labor sector should not be carried over to the public sector employment. There is also the question of whether or not state agencies are sufficiently familiar with the unique problems of public employment.[113]

It is difficult to measure the impact of the agencies which administer the various state public relations laws. Their roles are defined by statute. In some states (Kansas, Connecticut, Dela-

ware, Maryland, North Dakota, and Washington), the state boards of education have the primary responsibility for administering the collective negotiation laws for public education. Other states (Michigan and Wisconsin) have used existing employment relations boards or commissions, which were previously established to administer the laws for the private sector. Hawaii and other states established separate agencies for public sector negotiations.[114]

There does not seem to be a pattern in the kinds of agencies which administer public employment relations laws. In a survey conducted by the Education Commission of States of chief state school officers, executive secretaries and presidents of N.E.A. affiliates, executive secretaries and presidents of A.F.T. affiliates, chairmen of state house and senate committees on education and chairmen of the state board of education, only the N.E.A. executive secretaries favored a new state agency for the administration of public education employment relations acts. All other groups favored the existing agencies.[115]

In the same survey as to whether or not there should be separate employment legislation for teachers only, the A.F.T. favored the inclusion of teachers in legislation for all public employees. The N.E.A. strongly supported the separate legislation, the other groups slightly supported it, with the exception of the chief state school officers, who, as a group, had no definite preference.[116]

Legislatures have delegated adjudicatory powers to these agencies. The decisions of these agencies can obviously have an impact on collective bargaining. Edwards cites a decision, for example, by the Michigan Employment Relations Commission which interprets what is

negotiable. The decision may be a landmark opinion in that it applies a test to determine if a subject falls within the management's prerogative.[117]

The judiciary is intrinsically involved in the negotiation process and will continue as such, as it is the ultimate decision-maker in the adjudication of conflict or for the protection of rights, whether it is for injunctive relief or interpretation. Court decisions, in the area of collective negotiations, are simply too numerous to cite here and are not within the scope of this study. The point is made that the enactment of legislation for public sector bargaining is not an end in itself, as the administrative agencies and the courts, in their adjudicatory roles, render decisions which can expand the scope of collective bargaining beyond the original perceptions of intent of those who enacted the legislation.[118]

Non-governmental Institutions:

In considering the enactment of legislation and the enforcement of the statutes, the roles of the legislature and the adjudicatory bodies, the courts, and the public employment commissions have been briefly discussed to give an overall perspective to this study. Part of that perspective should also include a brief description of the affect of the non-governmental institutions on the collective negotiations process.

The institution which is the most rapidly growing in the United States is that institution composed of the organizations which make up the unionized public sector employee. The growth of unionized government employees to 4,080,000 members by 1970, signifies a trend

which has been projected to continue. Goldberg, in citing this trend, found that the distinctions between professional associations and unions is less apparent as the professional associations have adopted the same approaches toward collective bargaining as the unions.[119]

The other dimension to this enormous growth of unionism is the potential political impact it may have on the political process. The U.C.L.A. Law School project on collective bargaining and politics suggested that the employee organizations could use lobbying as an "end run" to gain what they could not get through collective bargaining by selective support of candidates for public office, who could control the administration of departments to suit their own interest. The study found that the problems created by such "conflict of interest" were not being adequately solved by current legislation. The study suggested the bargaining structure be changed allowing for more public input and approval of collective bargaining agreements and the legislation be enacted that would limit the political activity of public employee organizations but not the public employee.[120]

Nigro contends that the impact of collective bargaining has changed the governmental role, functions, and power relationships in such areas as policies governing pay and fringe benefits, personnel policies, formulation of program policies, and implementation of program policies. Nigro continues to say, however, that this impact has not been detrimental to the operation of governmental institutions. He believes that the "public interests" question is being recognized not only by the unions but also by the courts and the legislative bodies.[121]

He concludes that collective bargaining has checked employer

arbitrariness and paternalism; it is an antidote for the "evils of bureaucracy;" it will contribute toward tax reform; collective bargaining will also cause legislatures to reassert their power. Nigro also believes that curbs are needed on excessive union power and there is a necessity for direct involvement of citizens into the process before collective bargaining begins.[122]

Administrative Roles and Collective Bargaining:

In the enactment of legislation, administrative and management, level personnel are usually excluded from the teachers' bargaining unit. Collective bargaining in education poses two questions: (1) should administrators' organizations be allowed to bargain collectively, and (2) what is the administrator's role in relationship to the teacher. The former question has either been answered legislatively or judicially. In some states, the superintendent, principals, and assistant principals are grouped together. The new Minnesota law excludes those who are "confidential employees" whereas Pennsylvania law allows "first level supervisors" the right to meet and confer.[123] A study authorized by H.E.W. (Health, Education and Welfare) as to the role of the principal and collective negotiations found that teachers felt the principal role was insignificant or limited, whereas the superintendent wanted the principal aligned with the school board and to be a part of the management team. The study also revealed that both teachers and principals were still "idealistic" about their "professional roles as educators."[124]

It is apparent that the various institutional roles have been affected by the processes of collective bargaining; the human dynamics,

the power relationships and the perceptions of individuals have undergone change. It remains to be seen as to what impact these new perceptions will have on the bargaining process. For example, will the various components which make up the educational institution become stratified and rigid, in terms of the labor management model, or, will movement be made toward cooperative joint decision-making?

Proposed Legislation and Alternatives:

Various organizations, agencies, groups, and individuals active in the whole spectrum of collective bargaining have proposed changes in legislation or recommended alternative provisions and models for collective bargaining. Many of those proposals would simply be modifications to the existing model. Others suggest provisions which could be perceived as major alternatives to the existing model.

Objections to the present model or to the impact of collective negotiations model is that the present model does not protect the public interests and is detrimental to the political process.[125] Within the field of education, the one major objection is that the adversary approach inherent in the present model is detrimental to professionalism and denies the cooperative effort and nature necessary in the field of education.[126]

As long as there is diversity in the human race and consequently in human institutions, there will be different viewpoints of "what should be" the need for changes in the structures of the institutions that direct lives. A review of the proposed changes and alternatives will provide those concerned with collective bargaining different perspectives.

Proposed Legislation and Modifying Provisions:

The Advisory Committee on Intergovernmental Relations drafted two model comprehensive public employee laws. The majority of the committee recommended the "meet and confer in good faith" approach while the minority members recommended a collective negotiations model. The major difference is that the "scope of bargaining" is more limited under the meet and confer model. In the meet and confer model, existing statutes and charters would prevail, unlike the collective bargaining model, where the terms of the agreement prevail. Both models call for a Public Employee Relations Agency. Supervisors could form their own organization, but would not be formally recognized. Lockouts and strikes would be prohibited in both models. Agreements would be submitted to a governing body for implementation, approval, and for the allocation of funds. The A.C.I.R. recommended that a national law be enacted, but would allow existing state and local laws to persist if they were "equivalent."[127]

The AFL-CIO public employee unions are using two approaches to gain uniform legislation. One approach has been an introduction in Congress of a "National Public Employees Relations Act;" the second approach has been to develop a state bargaining model for adaptation of the various states. Provisions in both acts provide for union shop and agency shop, and for final and binding arbitration of disputes, which would supersede fact-finding. There is no specific strike ban except for a period of sixty days following impasse. In the state model, the agreements are submitted to legislative bodies who have to appropriate funds.[128]

Alternative Models and Provisions:

The attempt to replace the present adversary collective bargaining model with a different model or models should not be construed as an attempt to change the goals of collective bargaining, but rather the means used in the collective bargaining process. The adversary approach has been defined by Madden as distributive bargaining, based on a win-lose orientation. Integrative bargaining is used when a possibility exists to increase the shares of both sides with an orientation toward problem solving.[129] Thus, an alternative model or modification of the present model would change the emphasis from distributive bargaining to integrative bargaining.

Williams considers several alternative models such as the self-employed, professional, modified hierarchal, academic, and pure union models. He rejects the self-employed model as it basically requires a teacher to perform on a tutorial basis. The modified hierarchal model is essentially what teachers had before collective negotiations and is dependent upon the teachers accepting unilateral decision-making and is not acceptable. The pure union model is essentially what collective bargaining is now.[130]

The academic model is patterned similar to what exists in higher education. This model allows only for the collective bargaining of wages and fringe benefits. The educational issues would be "in house" and not subject to interference by third parties. Educational problems would be resolved by the professionals. This model would require that the existing public school hierarchies become more fluid, such as the present university structure where professorial and administrative ranks move back and forth.[131]

An example of a possible future model for public employee collective bargaining is the model being utilized by the Tennessee Valley Authority. As Moskow, Lowenburg, and Koziara state, "The T.V.A. experience proved to employee organizations and other supporters of collective bargaining in public employment that collective bargaining could be effective. At the same time, it destroyed many of the shibboleths of the opponents to the wide-scale introduction of collective bargaining in the federal service."[132]

It is difficult to ascertain if the present T.V.A. model evolved through collective bargaining experience of if the circumstances involved in the formation of the T.V.A. created a model characterized as "joint management." The T.V.A. model is unique in that all contracts are continuously open; thus, there are no contract deadlines with the exception of those for wages, salaries, and fringe benefits.[133] The scope of negotiations and the contract administration are not inhibited by prohibitions on subject matter. Wagner, in evaluating the T.V.A. model, contends that "T.V.A. sees the union-management relationship as a vital two-way channel of communication. In T.V.A., we have a variety of joint endeavors which make use of and strengthen this two-way channel of communication."[134] Seemingly, the adversary aspects of private sector bargaining have been kept to a minimum in the Tennessee Valley Authority model, without compromising the bargaining process and the independence or autonomy of either labor or management.

Railroad Labor Relations Act:

The Railroad Labor Relations Act is an example of legislation

developed for a specific private sector area. A cursory examination of the history of this model reveals extensive governmental intervention by the executive and legislative branches of government. Many of the procedures developed for resolving impasse in the public sector have been previously implemented in the railroad industry. An analysis of the effectiveness of this model and the impasse procedures reveals that they have had limited success.

Kaufman feels that the over use of impasse procedures and the political expediency in their use has harmed the collective bargaining process.[135] Kilgour believes that the failure of the procedures are not due to the ineffectiveness of the procedures but the politicalization of the use of the procedures.[136] Rhemus contends that a multitude of alternative procedures should be made available to the executive branch to resolve impasse as the alternative to strikes in the vital transportation sector.[137] Kilgour suggests that those who feel impasse procedures in the public sector provide alternatives for the strike should study the implications of such provisions in the Railroad Labor Relations Act.[138]

Alternative Models Outside of the United States:

Peterson, after studying six European countries, recommended the application of some of the provisions found in the European model for the U.S. model. His major premise is that negotiations should move from the local district to the regional or state-wide negotiations and that broad educational issues should be settled at a higher level whereas issues of implementation would remain at the local level. His major argument for moving the negotiation process to the state

or regional level is to depersonalize the negotiations and move toward the goals more objectively.[139]

One of the unique features found in Scandinavian countries is the Labour Court, which determines what is and what is not negotiable, and handles and controls grievances. By law in Scandinavian countries, public sector bargaining is limited to wages and defines a legally reserved "guaranteed domain" which regulates the appointment duties and responsibilities of public servants. A certain degree of flexibility is allowed for at the municipal level in that the scope of bargaining covers the right to bargain over promotional procedures, abolition of positions, and like matters.[140]

Public sector bargaining practices and laws in the United Kingdom vary and are dependent upon the sector--such as education, health services, police, etc. In education, minimum standards are set by the Secretary of State for Education and Science. The National Teachers Association in a sense, bargains with the Secretary in setting the minimum patterns. Local boards of education may authorize higher pay, based on the cost of living for a particular area. The National Teachers Association represents all professional employees, including principals and other administrators. It would appear that this practice could alleviate the dichotomy that exists between administrators and teachers in the United States. Again, the negotiation of salaries at a higher level depersonalize the process.[141]

Aaron believes that some European and Canadian experiences can provide the United States with some insight as to the permissibility of allowing strikes in the public sector. The Swedish government allows employees to strike but also allows the state employer to use

a modified lockout. There is a biparted Public Service Council which handles disputes before they go to a Labour Court.[142]

Aaron reports that even in Germany the structure is beginning to change through the use of legal opinions which favor a limited right to strike for civil servants, somewhat like that provided for in the Hawaiian and Pennsylvanian statutes. The French allow for the right to strike but have a provision which permits the requisition of employees if an emergency occurs.[143]

Arthurs' intensive study of collective bargaining in Canada found five models which are uniquely different in some aspects from the current United States model. Their models range from the private sector model, which provides for the right to strike following failure of impasse procedures; the public-private model in which the bargaining unit has a right to strike, but first must choose arbitration or conciliation, with conciliation permitting certain employees the right to strike; the formal public service model, which provides for compulsory arbitration used primarily with police and firemen bargaining units; informal public sector model, with a triparted board which resolves interests and disputes by binding arbitration; and the professional model found in Ontario and used by teachers.[144]

The professional model bears scrutiny as it appears to be a model toward which educational professionals in the United States may be headed. Although prohibited from striking, teachers in Canada can refuse to sign new contracts and since entry to the profession and certification is controlled by the profession, teachers who would seek work in a district in which there was a contract dispute would lose their credentials. Apparently, the system has worked in terms

of maintaining professional discipline, but Aaron contends that the shortage of teachers in Canada, the graylisting and blacklisting techniques are the contributory factors to the success of this model.[145]

Other Provisions:

Other provisions suggested as alternatives are provisions which modify the present collective bargaining model. Stevens proposes compulsory arbitration consisting of the "one or the other" offer. The negotiating parties negotiate to their final offer and the arbitrator is compelled to select one of the final offers as the settlement. Stevens believes that this procedure compels bargaining in good faith by both parties.[146]

Bernstein contends that public sector employees will engage in strikes regardless of whether the law permits them and the problem is, to provide alternatives which will create economic hardships for both sides. Compulsory arbitration is unfeasible, he determines, as it undermines good faith bargaining and recommends the use of the "non-stoppage strike" and the "graduated strike."[147]

In a non-stoppage strike, operations would continue as usual, but both the employees and employer pay to a special fund an amount equal to a specified percentage of total cash wages. The fund would not be recaptured by the parties, but would be applied to short-term public projects determined by a triparted board.[148]

In a graduated strike, employees would stop work during portions of their usual work week, thus applying pressure not only to the employer and the employee but also to the community. Bernstein feels that the graduated strike is not as detrimental to society or to the

employer or employees, but creates the necessary pressures to contribute toward "good faith bargaining."[149]

Zagoria suggests that if mediation and fact-finding fail, the issues be subject to a public referendum. He feels that both parties would be reluctant to subject their arguments to public examination, pressuring them toward settlement. He admits that procedures could delay the process and could involve considerable campaigning by various groups. Whether or not equity can be determined at the ballot box is debatable.[150]

Regional and State-wide Negotiations:

One suggestion which may modify to some extent the present negotiatory process is to negotiate on a regional basis. Ramer maintains that the present system is inefficient and too time-consuming. He cites that there are more similarities among school districts than dissimilarities. Thus, regional negotiations on a multi-school district basis would avoid duplication, elevate the negotiation process by diffusing local emotions and would reduce the cost of negotiations.[151]

Selden, President of the A.F.T. has also recommended regional negotiations. He cites the experiences of the master contracts negotiated by the United Auto Workers with supplementation by local plant contracts. Selden believes that N.E.A. and A.F.T. locals could band together to negotiate a contract with a number of school districts either on a regional basis or, eventually, state-wide. Selden cites the impetus of federal integration court orders crossing school districts and the cooperative and joint efforts of the A.F.T. and the

N.E.A., Selden believes, will be the motivating factors for regional or state-wide negotiations.[152]

The question of whether regional or state-wide negotiations are feasible can be best answered by an analysis of the Hawaiian Public Employees Relations Act. Seidman and Standohar found that no problems either in the negotiating process or in contract implementation caused by state-wide bargaining in Hawaii.[153] The apparent success of the state-wide negotiations in Hawaii may be due to the fact that there are no overlapping jurisdictions and the tax authority is lodged in the state government.[154]

There is no empirical evidence that supports the concept of regional or state-wide negotiations as improving either the process or the results of collective bargaining in the public sector. However, Simon maintains that other factors such as the increasing participation of the state in financing of public education and either judicial or legislative actions to equalize the quality of education, will necessitate negotiations beyond the local school district level.[155]

Summary:

Chapter Two illustrated the growth and development of collective negotiations for public sector employment. It was noted that this development was a reflection of the growth of public sector employment and the consequent unionization of employees in the public sector. It was also noted that this growth was occurring in a serial setting, characterized as crisis oriented.

The theories of bargaining were discussed and the variety of laws and provisions found among the states in terms of mandatory,

permissive, and prohibited statutes; the concepts and intent of the provisions for representation, good faith bargaining, scope of bargaining, impasse resolution and strike were noted.

Attention was drawn to provisions of proposed legislation, the existence of alternative models, and the development of provisions which would modify the current model.

Brief mention was made of the roles of government and non-government institutions in public sector bargaining. More specifically, the viewpoints of authorities concerning their perceptions of the affects of public sector collective bargaining on the political process and institutional roles were reported in terms of their relationship to the enactment of public sector employment legislation.

In analyzing the literature, certain generalizations can be drawn concerning public sector negotiations. It appears that the enactment of legislation permitting public sector bargaining will continue but the provisions in such legislation will vary in terms of the geographic area and the perceptions of the legislative bodies.

These differences are reflected in such issues as collective negotiations versus meet and confer, general versus separate laws for the various groups of employees, separate employment administrative agencies or the use of existing agencies. The right to strike versus strike prohibitions and penalties, exclusive recognition versus non-inclusion, limits on the scope of issues which can be bargained to provisions which permit negotiations involving the decision-making process, are the other issues of concern.

Strikes and impasse resolution appear to be the short-term concerns of legislative bodies. However, it appears that the long-

term implications of the impact of collective negotiations on the political process and, consequently, the affect on the state and local budgets, are now coming into focus as major considerations.

Footnotes

[1]James A. Belasco, et al. "A Case Analysis of Negotiation Behavior in the Public Sector." Education and Urban Society, pp. 31-34.

[2]Harry W. Wellington and Ralph K. Winter, The Unions and the Cities. (Washington, D.C.: The Brookings Institution, 1971) p.45.

[3]Marilyn Gittel, "Teacher Power and Its Implications for Urban Education." Urban Affairs Quarterly (September, 1970) p.80.

[4]George Gallup, "Fourth Annual Gallup Poll of Public Attitudes Toward Education." Phi Delta Kappan LIV, No.1 (September, 1972) pp. 33-46.

[5]Myron Lieberman, "Why Teachers Will Oppose Tenure Law." Saturday Review of Literature (March 4, 1972) pp. 48-9.

[6]Joel S. Burke, "The Current Crisis in School Finance: Inadequacy and Inequality." Phi Delta Kappan, LIII, No.1 (September, 1971) pp. 2-7.

[7]Thomas Shannon, "A Dream Shattered or a Call for Finance Reform." Phi Delta Kappan LIV, No.9 (May, 1972) pp. 587-8.

[8]Timi A. Hallem, et al., "Project: Collective Bargaining and Politics in Public Employment." U.C.L.A. Law Review XIX, No.6 (August, 1972) pp. 887-1051.

[9]A. William Vantine, "Toward a Theory of Collective Negotiations." Educational Quarterly VIII, No.4 (Winter, 1972) pp. 27-43.

[10]Theodore Kheel, "Strikes and Public Employment." Michigan Law Review LXVII, No.5 (March, 1969) pp. 931-42.

[11]Charles R. Perry and Wesley A. Wildman, The Impact of Negotiations in Public Education: the Evidence from the Schools. (Worthington, Ohio: Charles A. Jones Publishing, 1970) p. 25.

[12]Bruce W. Broderius, "Collective Negotiations; an Adversary Process." Colorado Journal of Educational Research X, No.3 (Spring, 1971) p.38.

[13]The American Assembly, Challenges to Collective Bargaining (England Cliffs, New Jersey: Prentice Hall, 1967) p. 169.

[14]Thomas P. Gilroy and Anthony V. Sinicropi, Dispute Settlement in the Public Sector: the State of the Art. (Washington, D.C., U.S. Department of Labor, Labor-Management Services Administration; GPO, 1972) pp. 2-3.

[15]Herbert R. Northrup, Compulsory Arbitration and Government Intervention in Labor Disputes (Washington, D.C., Labor Policy Association, 1966) pp. 180-5.

Footnotes

[16]Vantine, "Toward a Theory of Collective Negotiations." pp. 27-43.

[17]Richard Walton and Robert McKersie, A Behavioral Theory of Labor Negotiations (New York: McGraw-Hill Book Company, 1966)

[18]Myron Lieberman and Michael Moskow, Collective Negotiations for Teachers (Chicago: Rand McNally & Co., 1966) p.7.

[19]American Association of School Administrators, The School Administrator and Negotiations (Washington, D.C., American Association of School Administrators, 1966) p.29.

[20]Don Hellriegel and Richard B. Peterson, "Collective Negotiations and Teachers: a Behavior Analysis." Industrial and Labor Relations Review XXIV, No.2 (January, 1971) pp. 259-60.

[21]Joseph W. Garbarino, "Professional Negotiations in Education." Industrial Relations XI, No.2 (February, 1968) p. 106.

[22]Perry and Wildman, The Impact of Negotiations. p. 83.

[23]Gus Tyler, "Why They Organize." Public Administration Review XXX, No.2 (March-April, 1972) pp. 87-101.

[24]Ronald G. Corwin, "The Anatomy of Militant Professionalization." Negotiations in Public Education, ed. by Patrick W. Carlton and Harold I. Goodwin (Worthington, Ohio: Charles A. Jones Publishing Co., 1969) pp. 237-48.

[25]Charles C. Killingsworth, "Grievance Arbitration in Public Employment." The American Arbitration Journal XIII, No.1 (1958) pp. 3-15.

[26]W. Ellison Chalmers and Gerald W. Cormick, ed., Racial Conflicts and Negotiations (Ann Arbor, Michigan: Institute of Labor and Industrial Relations and the National Center for Dispute Settlement of the American Arbitration Association, 1970) p. 26.

[27]Abraham Flexner, "Is Social Work a Profession?" School and Society I (June 26, 1915) pp. 901-11.

[28]William T. Good, "The Theoretical Limits of Professionalism." The Semi-Professional and Their Organizations, ed. by Amitia Etzion. (New York: The Free Press, 1969) pp. 266-313.

[29]Paul Prasow et al., Scope of Bargaining in the Public Sector: Concepts and Problems (Washington, D.C.: Department of Labor, Labor-Management Services Administration; GPO, 1972) pp. 22-53.

[30]Ibid.

Footnotes

[31] Ibid.

[32] Ibid.

[33] Advisory Commission on Inter-governmental Relations, Labor-Management Policies for State and Local Government. (Washington, D.C.: GPO, September, 1969) p.10.

[34] Ibid.

[35] Harry T. Edwards, "The Emerging Duty to Bargain in the Public Sector." Michigan Law Review LXXI, No.5 (April, 1973) pp. 854-934.

[36] Wellington and Winter, The Unions and the Cities. p. 7-32.

[37] Ibid.

[38] Ibid.

[39] Ibid., p. 17.

[40] Ibid.

[41] Ibid., p. 172.

[42] Ibid.

[43] Ibid., pp. 21-32.

[44] Edwards, "Emerging Duty to Bargain." pp. 931-3.

[45] Lee C. Shaw and R. Theodore Clark, "The Practical Differences Between Public and Private Sector Bargaining." U.C.L.A. Law Review XIX, No.6 (August, 1972) pp. 867-86.

[46] Gerald G. Eggert, Railroad Labor Disputes (Ann Arbor, Michigan: University of Michigan Press, 1967) p. 238.

[47] Labor-Management Services Administration, Collective Bargaining in Public Employment and the Merit System. (Washington, D.C.: U.S. Department of Labor: GPO, April, 1972) pp. 1-8.

[48] Joseph G. Rayback, A History of American Labor (New York: The Free Press, 1966) pp. 341-2.

[49] Northrup, Compulsory Arbitration.

[50] Labor-Management Services Administration, Collective Bargaining in Public Employment and the Merit System, pp. 19-20.

[51] Arthur Thompson and Irwin Weinstock, "White Collar Employees and the Unions at T.V.A." Personnel Journal XLVI (1967) p. 21.

Footnotes

[52]American Bar Association Committee on State Labor Law, 1969-70, "Public Sector" in the Government Employee Relations Report, Reference File. Sections on Issues and Techniques, Bureau of National Affairs, Washington, D.C.

[53]Ibid.

[54]Labor-Management Services Administration, Collective Bargaining, pp. 30-1.

[55]Edwards, "Emerging Duty to Bargain." p. 895.

[56]Ibid.

[57]A.C.I.R., Labor Management, pp. 1-4.

[58]Ibid.

[59]Ibid.

[60]Education Commission of the States, Collective Negotiation Legislation, Report # 21 (Denver, Colorado: July, 1971).

[61]Edwards, "Emerging Duty." Michigan Law Review.

[62]Perry and Wildman, Impact. p. 39.

[63]National Labor Relations Board, A Laymans Guide to Basic Law Under the National Labor Relations Act. (Washington, D.C.: GPO, 1971) p. 26.

[64]Ibid.

[65]David C. Hoeh, ed., Collective Bargaining in the Public Sector: a Conference Report. (Hanover, New Hampshire: The Public Affairs Center, Dartmouth College, December, 1968) p. 41.

[66]Charles Cogen, "What Teachers Really Want from School Boards." American School Board Journal CLVI, No.8 (February, 1969) pp. 9-11.

[67]Wellington and Winter, The Unions and the Cities. pp. 137-47.

[68]Prasow, Scope of Bargaining. pp. 30-.

[69]Minnesota Annotation, Section 125-19-26, Supp. 1969.

[70]Edwards, "Emerging Duty," Michigan Law Review. pp. 912-913.

[71]Edwin C. Pendleton, "Collective Bargaining in the Public Sector: Scope of Bargaining." Report of the Industrial Relations Center,

Footnotes

University of Hawaii (January-February, 1971) p. 662.

[72]Prasow, Scope of Bargaining. p. 27.

[73]A.C.I.R., Labor-Management Policies. p. 79.

[74]United States Federal Labor Council, Labor-Management Relations in the Federal Service, Executive Order 11419 as Amended by Executive Order 11616 as of August 26, 1971. (Washington, D.C.: GPO, 1971) p. 13.

[75]Prasow, Scope of Bargaining. pp. 40-1

[76]Ibid.

[77]A.C.I.R., Labor-Management Policies. p. 80.

[78]Michael Moskow, J. Joseph Lowenburg, and Edward C. Koziara, Collective Bargaining in Public Employment. (New York: Random House, 1970) pp. 115-7.

[79]Ibid.

[80]Ibid.

[81]Russell A. Smith, "Unfair Labor Practices in Public Employment." Governor's Conference on Public Employment Relations: a Summary of Proceedings. (Albany, New York: State of New York. October 14-16, 1968) p. 32.

[82]Willoughby Abner, "Public Employment Bargaining: Current Trends Avoiding Crisis--Another Approach." Collective Negotiations and Public Administration, ed. by Thomas A. Gilroy and Anthony Sinicropi. (Iowa City, Iowa: Center for Labor and Management, College of Business Administration, University of Iowa, 1970) pp. 63-70.

[83]Eggert, Railroad Labor Disputes. p. 238.

[84]Charles M. Rhemus, The Mediation of Industrial Conflict: a Note on the Literature. Reprint from The Journal of Conflict Resolution IX, No.1 (March, 1965) pp. 118-26.

[85]Harold W. Davey, "Dispute Settlement in the Public Employment." Dispute Settlement in the Public Sector, ed. by Thomas P. Gilroy. (Iowa City, Iowa: Center for Labor and Management, College of Business Administration, University of Iowa, 1972) pp. 17-8.

[86]Myron Lieberman and Michael Moskow, ed., Collective Negotiations in Public Education. (Chicago, Illinois: Rand McNally, 1970) p. 289.

[87]Perry and Wildman, Impact. p. 57.

Footnotes

[88]Kenneth McLennon and Michael H. Moskow, "Resolving Impasse in Public Education." The Collective Dilemma: Negotiations in Public Education, ed. by Patrick W. Carlton and Arnold I. Goodwin. (Worthington, Ohio: Charles T. Jones Publishing Co., 1970) pp. 197-204.

[89]Byron Yaffe and Howard Goldblatt, Fact-Finding in Public Employment Disputes in New York State: More Promise than Illusion. (Ithaca, New York: New York State School of Industrial and Labor Relations, Cornell University, 1971) p. 15.

[90]James L. Stern, "The Wisconsin Public Employee Fact-Finding Procedure." Industrial and Labor Relations Review XX, No.1 (October, 1966) p. 66.

[91]William R. Word, Fact-Finding: Complement or Substitute in Collective Bargaining in Public Employment, unpublished dissertation, University of Tennessee, 1970.

[92]Richard Pegnetter, "Fact-Finding and Teacher Salary Disputes: the 1969 Experience in New York State." Industrial and Labor Relations Review XXI (January, 1971) pp. 226-43.

[93]Jean T. McKelvey, "Fact-Finding in Public Employment Disputes: Promise or Illusion?" Industrial and Labor Relations Review, pp. 528-43.

[94]George W. Taylor, "Impasse Procedures--the Finality Question." Address before New York Governor's Conference on Public Employment Relations, New York City, 1965.

[95]Philip E. Garber, "Compulsory Arbitration in the Public Sector." The American Arbitration Journal XXVI, No.4 (1971) pp. 226-38.

[96]Kingsley Laffer, "Compulsory Arbitration: the Australian Experience." Monthly Labor Review, U.S. Department of Labor XCV, No.5 (May, 1972) pp. 45-8.

[97]Thomas P. Gilroy and Anthony V. Sinicropi, "Impasse Resolution in Public Employment: a Current Assessment." Industrial and Labor Relations Review XXV, No.4 (July, 1972) pp. 496-511.

[98]Ibid.

[99]Ibid.

[100]Karl Van Asselt, "Impasse Resolution." Public Administration Review XXXII, No.2 (March-April, 1972) pp. 114-9.

[101]Wellington and Winter, Unions and the Cities, pp. 167-175.

[102]Ibid., p. 194.

Footnotes

[103]Abner, Public Employment Bargaining. pp. 63-4.

[104]Melvin Urofsky, ed., Why Teachers Strike. (New York: Anchor Books, 1970) pp. 150-88.

[105]Charles R. Perry, "Impasse Resolution in Teachers' Negotiations." Collective Action by Public School Teachers, v.3. (Chicago, Illinois: U.S. Department of Health, Education and Welfare, Project No. L444. January, 1968) pp. 19-25.

[106]Joseph C. Ullman and James Begin, "The Structure and Scope of Appeals Procedures for Public Employees." Industrial and Labor Relations Review XXIII, No.23 (April, 1970) pp. 323-34.

[107]Ibid.

[108]Education Commission of the States, Survey.

[109]Larry G. Simon, "The School Finance Decisions: Collective Bargaining and Future Finance Systems." The Yale Law Journal LXXXII, No.3 (January, 1973) pp. 409-60.

[110]Edwards, "Emerging Duty." Michigan Law Review, pp. 933-4.

[111]Jean McKelvey, "The Role of State Agencies in Public Employment Labor Relations." Industrial and Labor Relations Review XX, No.2 (January, 1967) pp. 195-7.

[112]Ibid.

[113]Ibid.

[114]Education Commission of the States, Survey.

[115]Ibid.

[116]Ibid.

[117]Edwards, "Duty." Michigan Law Review, p. 925.

[118]Wesley Wildman, "What's Negotiable." American School Board Journal CLV (November, 1967) pp. 7-10.

[119]Joseph P. Goldberg, "Public Employee Developments in 1971." Monthly Labor Review, v.95, No.1 (January, 1972) pp. 55-66.

[120]Hallem et al., "Project: Collective Bargaining." U.C.L.A. Law Review, pp. 887-1050.

[121]Felix A. Nigro, "The Implications for Public Administration." Public Administration Review XXXII, No.2 (March-April, 1972) pp. 120-5.

Footnotes

[122]Ibid.

[123]Education Commission of the States, Survey.

[124]Ted Vrich, "The Role of the Principal in Collective Negotiations." Journal of Educational Research LXV, No.9 (May-June, 1972) pp. 401-4.

[125]Nigro, "Implications." Public Administrative Review. pp. 120-5.

[126]Howard Storm, "Dance of Death." Clearing House (January, 1972) pp. 264-7.

[127]A.C.I.R., Labor-Management, pp. 75-84.

[128]Goldberg, "Public Employee Developments." Monthly Labor Review, pp. 65-6.

[129]George Madden, "A Theoretical Basis for Differentiating Forms for Collective Bargaining." Educational Administration Quarterly (Spring, 1969) pp. 76-90.

[130]Richard C. Williams, "Teacher Militancy: Implications for Schools." Social and Technological Change, ed. by Phillip K. Piele, Terry L. Eidell (Eugene, Oregon: The Center for Advance Study of Educational Administration, University of Oregon, 1970) pp. 77-118.

[131]Ibid.

[132]Moskow, et al., Collective Bargaining, p. 37.

[133]Aubrey J. Wagner, "T.V.A. Looks at Three More Decades of Collective Bargaining." Industrial and Labor Relations Review XXII, No.1 (October, 1971) pp. 71-84.

[134]Ibid.

[135]James L. Kaufman, "Procedures Versus Collective Bargaining in Railroad Labor Disputes." Industrial and Labor Relations Review XXV, No.1 (October, 1971) pp. 53-70.

[136]John C. Kilgour, "Alternatives to the Railway Labor Act: an Appraisal." Industrial and Labor Relations Review, p. 84.

[137]Charles Rhemus, "Railroad Labor Act Modifications: Helpful or Harmful." Industrial and Labor Relations Review XXV, No.1, pp. 85-94.

[138]Kilgour, "Alternatives." Industrial and Labor Relations Review, p. 84.

[139]Leroy J. Peterson, "Centralized Negotiations for Teachers' Salaries." Eric Document, ED 057496, 1971.

Footnotes

[140]Stig Tagerskold, Collective Bargaining of State Officials in Sweden (Ann Arbor, Michigan: Institute of Labor and Industrial Relations, University of Michigan and Wayne State University, 1971), pp. 44-6.

[141]Raymond Loveridge, Collective Bargaining by National Employees in the United Kingdom (Ann Arbor, Michigan: Institute of Labor and Industrial Relations, University of Michigan and Wayne State University, 1971), pp. 45-50.

[142]Benjamin Aaron, "How Other Nations Deal with Emergency Disputes." Monthly Labor Review XCV, No.5 (May, 1972), U.S. Department of Labor, pp. 37-41.

[143]Ibid.

[144]H. W. Arthurs, Collective Bargaining by Public Employees in Canada: Five Models (Ann Arbor, Michigan: Institute of Labor and Industrial Relations, University of Michigan and Wayne State University), pp. 5-130, passim.

[145]Ibid.

[146]Carl M. Stevens, "The Management of Labor Disputes in the Public Sector." A.A.V.P. Bulletin, LVIII, No.4 (Winter, 1972), pp. 404-12.

[147]Merton C. Bernstein, "Alternatives to the Strike." A.A.V.P. Bulletin, LVIII, No.4 (Winter, 1972), pp. 413-22.

[148]Ibid.

[149]Ibid.

[150]Sam Zagoria, "Resolving Impasses by Public Referendum." Monthly Labor Review, U.S. Department of Labor, XCVI, No.5 (May, 1973), pp. 36-7.

[151]Burton Ramer, "A Case for Regional Negotiations." Clearing House, XLVII, No.1 (September, 1972), pp. 21-4.

[152]Harry Salsinger, "Area Teacher Bargaining Urged." The Detroit News, May 15, 1973, p. 10A.

[153]Joel Seidman and Paul Staudohar, "The Hawaii Public Employment Relations Act: a Critical Analysis." Industrial and Labor Relations Review, XXVI, No.4 (April, 1973), pp. 919-37.

[154]Ibid.

[155]Simon, "Collective Negotiations and Public School Finance." Yale Law Journal, p. 153.

CHAPTER III

DESIGN AND METHODOLOGY

Introduction:

This chapter is a presentation of the design of the study and organized into: (1) description of the research approach; (2) the research design; (3) pilot studies; (4) selection of subjects; (5) instrumentation; (6) field procedures; (7) data collection and recording; (8) data processing; (9) methodological assumptions; (10) limitations; and (11) research questions.

Description of the Research Approach:

This study is a descriptive research of the perceptions of school negotiators toward specific legal provisions. The major purpose of descriptive research is to "describe systematically the facts and characteristics of a given population or area of interest, factually and accurately."[1] Based on a review of the literature, preliminary pilot studies, and the research questions, a survey instrument was developed which would enable the researcher to make comparisons and evaluations of the perceptions of school negotiators toward legal and theoretical provisions covering the many facets of negotiations.

The Research Design:

For measurement purposes, the independent variables are those characteristics which can be attributed to school negotiators. The dependent variables are the items on the survey instrument.

The primary independent variable is the organizational affiliation

of school negotiators. Secondary independent variables are the following characteristics which are attributed to school negotiators, based on their responses to the profile sheet.

(1) school district type

(2) years of negotiating experience

(3) impasse or non-impasse experience

The dependent variables are the forty-five items on the survey instrument. The dependent variables are grouped into two dimensions. The first dimension are those items in the survey instrument which relate to specific legal provisions found in federal and state-enacted statutes. These items are in Part One of the survey instrument. The second dimension are those items related to the theoretical or alternative provisions. These items are found in Part Two of the survey instrument. Table 3.1 illustrates the overall research design.

Categorization of Dependent Variables:

The dependent variables for both dimensions have been assigned to specific categories. The categories are impasse, strike, scope of bargaining, bargaining procedures, representation, and binding arbitration. Thus, the design of the study provides a means for analyzing single items or items by groups.

Research Questions:

The research questionnaire within the framework of the research design are:

(1) Are there significant differences in the perceptions between school negotiators for school management and negotiators for teacher

organizations toward specific legal provisions when controlled by:

(a) negotiator role;

(b) type of school district;

(c) years of negotiations experience; or

(d) impasse or non-impasse experience

at the .05 level of significance?

(2) Are there significant differences in the perceptions between negotiators for school management and the negotiators for teacher organizations toward proposed legislation and alternative models or provisions when controlled by:

(a) negotiator role;

(b) type of school district;

(c) years of negotiations experience; or

(d) impasse or non-impasse experience

at the .05 level of significance?

(3) Do school negotiators desire collective negotiation laws that are definitive in describing the processes of negotiation or laws that could be characterized as nondefinitive?

(4) To what degree are school negotiators willing to accept alternative models or provisions other than the present model?

(5) To what degree do school negotiators want to keep the present provision for teacher tenure?

(6) To what degree do school negotiators feel that school administrators should be excluded from a bargaining unit and prohibited from collective bargaining?

(7) To what degree do school negotiators desire a statutory provision allowing for the right to strike by teachers?

Pilot Studies:

Two preliminary pilot studies were undertaken before the final development of the survey instrument. These preliminary studies provided the impetus and the direction for this study.

The first study was implemented in the fall of 1970, and was sponsored by the Metropolitan Detroit Bureau of School Studies. Its purpose was to ascertain through a survey of the superintendents of public instruction the extent of the legal provisions for impasse resolution and the degree of impasse activity. State superintendents were asked to respond to a short form questionnaire and, if possible, send a copy of the legal provisions or the state acts for public employment collective bargaining for their state.

This study revealed that collective bargaining activity varied considerably among the states and, secondly, that many states had not yet passed enabling legislation for collective bargaining.

The second study was a survey of school management negotiators from the tri-county area of Southeastern Michigan to determine the following:

(1) how the processes of mediation and fact-finding were implemented and what took place during these resolution processes;

(2) the degree of impact of the impasse resolution on the economic, political, social and educational milieu of school districts; and

(3) the kinds of changes designed in Michigan Public Act 379.

The preliminary studies indicated that the thrust of the study would have to be narrowed, and, secondly, the study should focus on the perceptions of negotiators toward specific items, as it was not possible to construct an instrument that could, with any degree of

validity, ascertain "cause and effect" relationships, in terms of impasse resolution.

Using the input from these pilot studies, the development of the survey instrument was undertaken. A trial instrument was developed and was reviewed by the negotiators and those knowledgeable in the field of negotiations. On the basis of the trial instruments, and upon a review of the literature, it was apparent that the school negotiators for teachers should be included in this study.

Selection of Subjects

Population:

Based on the pilot studies and contacts with the Metropolitan Detroit Bureau of School Studies, A.F.T. and N.E.A. officers, it was apparent that: (1) not all school districts had full-time negotiators; (2) there were no mailing lists of negotiators *per se* for school districts; (3) school districts often employed negotiators who serviced more than one district; and, it appeared, school districts in some areas were consolidating negotiations.

Thus, a random sample would not be sufficient as it was possible that such a sample would be different in the number of responses, due to the fact that it was not possible to match on a one-to-one basis specific school negotiators with specific school districts and with specific teacher organizations.

This necessitated the consideration of the sample population of all school negotiators for either school management or teacher organizations as being the sample population. Thus, the sample population is a finite population.

The sample population was thus estimated to consist of 1,250 school negotiators who represented either school management or teacher associations. Using a finite population as a sample population has certain advantages. The larger the sample, the smaller the sampling error. Secondly, the larger sample is essential when the population is made up of a wide range of variables and characteristics. Also, when the total sample is to be divided into several sub-samples, a large total sample is more facilitative toward this end.[2]

Population Characteristics:

Since the finite population is the sample population, it was essential that there be a significant number of respondents for the delineated independent variables: type of school district (metro core, city, town, urban fringe, and rural); experience; impasse experience; and negotiator type (management or teacher organization).

Development of the Survey Instrument

The survey instrument was developed from the viewpoint that the survey items (legal provisions, proposed legislation, etc.) would cover the spectrum from very liberal to very conservative in content, and yet would answer specific questions raised in the literature and from the pilot studies.

Since the methods of observation are inferential and vary in the degree of objectivity they possess, it was determined that a Likert-type summated rating scale would be employed for use by the respondents. Such a scale allows for measurement of the degree of intensity, ranging from the extremes to agree-disagree. The

scores of the position response are summed and averaged to provide an individual score, and total means scores for each variable and global means.[3]

Part I of the Survey Instrument

Part I of the survey instrument covers enacted provisions from the statutes, either the laws of the states who have collective bargaining in the public sector or are from federal executive orders.

The provisions in Part I deal with the topics of impasse, bargaining procedures, strike, scope of bargaining, representation, and binding arbitration. Admittedly, a legislative act is usually considered in its totality, as one provision may be contingent upon another provision, and, by taking statutory provisions out of context, there is the inherent danger that the intent of the total piece of legislation could be misconstrued.

The investigator considered this before selecting the items for the survey instrument, and every effort was made to avoid the selection of items which would change the intent of the original legislation or would weigh the instrument in certain directions. The actual language of the provision has been used. However, in some instances, extraneous words or phrases have been deleted, if such deletions would not change either the intent or content of the provision.

Development of the Survey Instrument

Part I of the Instrument

Impasse Category:

Provisions of the instrument labelled as 1,2,3 and 10 were

designated as being primarily concerned with impasse. The questions are as follows:

(1) Impasse deemed to exist if parties have not reached agreement at least 60 days prior to budget submission. (N.Y. 205)

(2) If both parties reject fact-finding, the legislative body shall require both parties to show cause for rejection and explain their positions in respect to the fact-finding report. (N.Y. 209)

(3) Employee organization can lose its bargaining rights if it violates provisions of the act. (N.Y. 209)

(10) All impasse costs will be divided equally among the parties. (Del. 4006)

Three of the provisions were selected from the New York Statute commonly known as the Taylor Act. The other provision is from Delaware statutes.

It can be inferred from these provisions that their primary purpose is to expedite the bargaining process, either by time and budget restraints, public admonition, or monetary and organizational penalties. In one sense, the impasse procedures apply pressure to the parties to negotiate in good faith.

Bargaining Procedures Category:

The following items (4,5,8,11,12) are from provisions which are broadly designated as falling into the category concerning the implementation of the bargaining process:

(4) Parties are to establish lawful procedures and steps for conferring upon and considering recommendations and improvements in personnel policies and changes in classifications and allocations. (N.H. Sec. 98)

(5) Parties are to negotiate to establish lawful procedures and steps for mediation and fact-finding. (N.H. Sec. 98)

(8) No school board of any public school district in the state shall be required to meet or confer with the representatives of any organization unless a majority of the board agrees. (Nev. Sec. 27)

(11) State or any political subdivision may enter into a contract with a labor organization whose members furnish services to the state...nothing contained in this chapter requires the state or political subdivision to enter into a union contract. (Alaska 23-4)

(12) The terms of such a contract shall be binding on the legislative body of the town unless rejected in thirty days...if not the legislative body will appropriate the necessary money to carry out the terms of the contract. (Conn. 298, Sec. 3)

These provisions vary in terms of their intent. They range from the restrictive to the permissive. Provision numbers four and five allow the parties to not only establish the procedures but also specifies the areas in which they can make recommendations. This kind of provision is common in "meet and confer" legislation. The provision is unusual in that the involved parties determine the impasse procedure.

Provision eight is restrictive in that the school board determines whether or not it wants to "meet and confer." The employees organization has only those rights given to it by the board. Provision number eleven is both permissive and restrictive. It permits collective bargaining but allows the governmental unit the right not to negotiate a collective agreement.

One procecure which forces legislative bodies to appropriate funds to finance negotiated contracts is that typified by provision number twelve. This exerts pressure not only on the legislative body but also on the negotiative parties as they have to sense what the fiscal body would be willing to appropriate to finance the co-economics of the negotiated agreement.

Strike Category:

In public employment, unless permitted by law, a strike is an illegal impasse procedure. However, in most state statutes, there are definitive prohibitions against the strike. The following items on the survey instrument pertain to strike provisions:

(6) Every agreement shall contain a no-strike clause. Every agreement shall be approved by the attorney general or his deputy. (N.H. Sec. 98)

(7) Those found guilty of a strike against the state or local government can receive the following penalties--organization $50,000 fine; individual officer $1,000 per day; employees, dismissal or suspension, withholding of salaries. (Nev. Sec. 26)

(24) Strikes are permitted if there is no clear and present danger or threat to the public safety... impasse procedures must have been completely utilized. (Penn. Sec. 1003)

Provision six uses a legal "watchdog" approach to prevent strikes, whereas provision seven uses various economic and employment penalties to prevent public employment strikes. Provision twenty-four permits strikes if there is "no clear and present" danger, but does insist that impasse procedures must be followed before striking.

Scope of Bargaining Category:

The following are provisions in Part I of the survey instrument that delineate the various items which are negotiable as provided for by the statutes:

(9) May negotiate salaries, employee benefits, and working conditions which are defined as physical conditions. (Del. 4006)

(15) A public school employee board shall meet and confer with representatives of employee organization concerning wages and hours, working conditions, all educational matters, textbook selection, content of courses, and curricula selection, and other aspects

of the instructional program. (Calif. 1308)

(17) However, the obligation to meet and confer does not include matters with respect to the mission of the agency, its budget, its organization, the number of employees, and the numbers, type of grades, positions or employees assigned to an organizational work project, the techniques of performing its work, or internal security practices. (Exec. Order 11491)

(22) Public employers are not required to bargain over matters of inherent managerial policy. (Penn. 702a)

(23) The public employer...is not required to bargain with units of first line supervision or their representatives, but is required to meet and discuss with first line supervisors or their representatives. (Penn. 704)

Provision nine is an attempt to define and limit the scope of bargaining by interpreting the working conditions as "physical conditions". Thus, for example, textbook selection would not be a negotiable topic. Provision fifteen is very broad in what can be discussed, but, since this provision provides for "meet and confer," it is not true collective bargaining, as the items discussed do not usually become part of the contract language. Item seventeen is a provision covering negotiations in the federal government. This provision limits in several areas the scope of bargaining and it is very specific, whereas provision number nineteen does not define what inherent managerial policy is, and thus is probably open to wide interpretation at the bargaining table.

Item twenty-three is a provision which places a limitation on bargaining to "meet and discuss," but the employer does not have to negotiate a contract as he does with other employees. It is an attempt to keep supervision in the managerial fold, while allowing some limited form of bargaining.

Representation Category:

The provisions covering the topic of representation vary in terms of their intent and scope. The following items (14,16,18,20,21, and 25 of the survey instrument) indicate the ways in which legislative bodies attempt to deal with the representative problem:

(14) Negotiating council shall consist of proportionate members of the total number of members in each organization. Chairman shall be selected by the council. (Calif. 1308-5)

(16) Labor organizations seeking recognition shall submit to the agency a roster of its officers and representatives, a copy of its constitution and bylaws, and a statement of its objectives. (Calif. 1308)

(18) Employee organizations must maintain democratic practices...exclude from office Communist or other totalitarian movements, maintain fiscal integrity... shall file financial reports. (Exec. Order 11491)

(20) Maintenance of membership--all employees who have joined an employee organization must remain members for the duration of the collective bargaining agreement. Employees may resign fifteen days prior to any such agreement. (Penn. Sec. 301-18)

(21) Public Employee Relations Board should determine the appropriateness of a unit by its community of interest, but cannot include both professional and non-professional or first level supervision employees. (Penn. 604)

(25) No person who is a member of an organization that has a vested interest in the outcome of negotiations shall participate as a representative of the public employer. (Penn. Sec. 1103)

Item fourteen is a provision which provides for proportionate representation rather than exclusive representation. Provision sixteen and eighteen are provisions which would place an obligation on employee organizations before they can be recognized as the representative bargaining unit. It is open to interpretation whether or not these provisions could be considered restrictive.

Provision twenty gives some protection to the employee organization in that members cannot defect to form another bargaining unit. This also protects the employer from dealing with a multitude of bargaining units.

Provision twenty-one gives power to the Public Relations Board to determine the bargaining unit, but also places limitations on the kinds of units the board can recognize. Provision twenty-five places restrictions on who can bargain for the public employer and is an attempt to prohibit conflict of interest. One could not bargain for an employer if he would benefit. For example, an administrator whose salary is determined by an index ratio related to employees' wages would be barred from the bargaining table.

Binding Arbitration Category:

The following provisions relate to binding arbitration:

(13) In the event of impasse, the governor shall appoint an arbitration panel of ten to twenty members to render a decision which shall be binding. (Conn. 285-5)

(26) Binding arbitration is permissible with the provision that the decision of the arbitrator which requires legislative enactment shall be considered advisory only. (Penn. 804)

Binding arbitration of contract disputes is a procedure for resolving impasse. It is an attempt to prevent strikes. The difficulty with binding arbitration is that the arbitrator may render a decision with which the legislative body does not agree. Provision twenty-six places a limit on the arbitration.

Unfair Labor Practices Category:

The following provision was not placed in any specific category

and is dealt with individually. Some states permit both employers and employees to file grievance complaints; however, in the private sector model, it is only the employee who is allowed to file. The Michigan Provision does not allow employer grievances. Generally, it is felt the employer can counteract this prohibition by exercising disciplinary action against the employee.

(19) Unfair labor practices are prohibited by both employer and employee groups and grievances may be filed by either. (Exec. Order 11491)

Part II of the Survey Instrument

The second part of the survey instrument consists of provisions or models which are either from other models or from theoretical provisions or models described by authorities in the field of collective bargaining. The descriptions and intent of these provisions have appeared in various publications and have been reported on in Chapter II, the Review of the Literature.

The items in the survey instrument fall into the same categories as the items in Part One of the survey instrument. The subjects were informed that these were proposed and theoretical provisions rather than existing legislation. The reason for separating the theoretical and enacted provision was to provide the respondents with a broader perspective. However, the categories of impasse, bargaining procedures, strike, scope of bargaining, and representation are within the collective bargaining process as they are in Part One of the instrument.

Impasse Category:

The following items in the survey instrument deal with some form

of impasse resolution or procedure:

(8) Joint union-management council consisting of representatives from the state or the public employer and representatives from the public employee organizations have the responsibility to assist in the mediation, negotiating, and the settlement of impasses during the negotiation of new contracts. (Model from Scandinavian countries)

(9) Arbitration in resolving bargaining impasse would be based on its findings on the following factors--"interest and welfare of the public, financial ability of the governmental unit to meet the cost, comparison of wages, hours, and working conditions with public and private employer performing similar services, average consumer prices, or cost of living, overall compensation including direct and indirect wage compensation." (Senate Bill 270--Michigan)

(16) Labor courts would be created as the final court of last resort in which they would have the power to issue subpoenas, examine records, cross-examine witnesses, and issue binding rulings in negotiated disputes, or in contract interpretation. (Model taken from Scandinavian countries)

(17) Current legislation would be repealed and provisions for governmental assistance in contract negotiations would discontinue. Public employer, and public employee would negotiate the provisions for resolving impasse. Strike and lockout permitted as long as public safety, health, and welfare are not jeopardized. (Pure collective bargaining model)

Provision eight is a model which requires the participation of the parties involved in the negotiations impasse to help resolve the impasse, rather than rely exclusively on a third party. Seemingly, this provision would be more dependent upon the problem-solving skills of the parties rather than the use of bargaining power.

Fact-finding in impasse resolution requires the fact-finder to consider certain facts in developing his recommendations. Item nine is an attempt to put into statute what kinds of evidence a fact-finder must use in arbitrating contract impasses.

The use of "labor courts" to settle either contract impasses or resolve grievances is common to Scandinavian countries. This type of provision applies to the adjudicatory power of the state directly upon the process of negotiations. Item sixteen is an example of such a provision.

The application of pure collective bargaining would be provided by the provision in item seventeen. The intent of such a provision is to force the parties to bargain as there would be no third party intervention. In a sense, neither party could gain, through the impasse procedure, when used as a substitute for collective bargaining.

Bargaining Procedures Category:

Items numbered 6,10,15, and 18 are concerned primarily with the processes of bargaining. The provisions range in scope and intent; from very restrictive to very permissive.

(6) School districts that have been "decentralized" would begin bargaining at the decentralized level through multi-lateral bargaining consisting of representatives from school management, teachers' union, and representatives from the community advisory councils. (Oregon Comfield Model)[4]

(10) Federal Collective Bargaining Statute making bargaining mandatory for school districts. The federal law would supersede the existing laws of the states unless the state law was comparable. (N.E.A. Proposed Federal Legislation)

(15) The administration and enforcement of the collective bargaining laws for public employment would be a special Public Employees Relations Board, created to handle public employment disputes, mediation, fact-finding, arbitration, grievances, complaints. (Twentieth Century Fund Proposal)

(18) Continuous meetings of the joint management-labor team to determine cooperatively changes of procedures, work assignments, methodology, solving complaints.

No formal procedures written in contract form. (T.V.A. Model)

Item six describes a theoretical provision which would provide for direct community input in the negotiation process. This provision would move negotiations from a bilateral process to a tri- or multi-lateral process. One can assume that the purpose of such a provision is to encourage community involvement while removing the isolation of the professional by requiring direct contact with community groups.

As only thirty states have some form of legislation which provides for collective bargaining in the public sector, provision number ten would, if enacted, mandate collective bargaining in those states not having such legislation. The provision would supersede those state statutes which are more restrictive or only provide for "meet and confer" negotiations.

Provision fifteen specifies that a separate Public Employment Relations Board administer and enforce the provisions for public sector bargaining. In essence, this provision implies that public sector bargaining is different from bargaining in the private sector and thus requires a separate state agency.

The movement toward joint decision-making and open contracts is typified by provision number eighteen. Generally, collective bargaining for new contracts and master agreements begins at the termination of the old contract. In addition, management is very conscious of its managerial prerogatives and the union of its "rights under the contract" that new topics or problems, should not be discussed until negotiations for a new contract begin. Provision eighteen is an attempt to provide for continuous problem-solving, rather than strictly in the negotiatory process.

The items below which describe provisions for strikes could also have been placed in the category for impasse. However, since the use of the strike weapon to resolve impasse is often a major topic on the literature, as well as the popular news media, it has been dealt with separately in this study. The following items are theoretical provisions concerned with the use of the strike in public sector bargaining:

(1) Right to strike during bargaining for collective agreements--with equal right to lockout--however, if either party "is calculating unduly to disturb important social functions, matter is referred to Public Service Council which can void, limit, or end the dispute." (Swenden-Monthly Labor Review, May, 1972)

(4) Non-stoppage strikes would be permitted. Public employer and employees would pay into a special fund a certain percentage of total cash wages thus creating pressure to settle the dispute. A Triparty Public Purposes Committee would apply the money to short-term projects.

(5) Graduated strikes would be permitted, in which employees would stop working during certain portions of their usual work week and suffer comparable damages in wages. Certain fringes would continue. (Harvard Law Review, Dec. 1971)

Provision one allows the "right to strike" by public employees, but it also permits a counter-prevailing right for the public employer to "lockout." The only stipulation is that the council consisting of members representing the employee, the employer, and the public, can "void, limit, or end the dispute."

Provisions four and five are a means to provide the "right to strike" to public employees but also prevent the disruption of public services. These provisions incur an economic penalty which is not often present in public service strikes. The penalty is applicable to both management and employee.

Scope of Bargaining Category:

The following items on the survey instrument describe theoretical provisions or models related to the scope of bargaining:

(2) Negotiation impasses are resolved by the bargaining agent either selecting compulsory arbitration with no right to strike or conciliation with the right to strike. The public employer must submit a list of designated employees which may not strike if the health and safety are not involved. (Canada-Monthly Labor Review, May, 1972)

(12) Faculties would be given the responsibility for developing the academic program, the selection, evaluation, and promotion of teachers. Economic matters would follow the collective bargaining model. (Academic Model)

(13) Negotiations for salaries and economic fringe benefits are negotiated at the intermediate or county district for all school districts within that intermediate district by representatives from school management and the teacher associations. Negotiations of non-economics such as duties, teaching assignments, transfers would be the responsibility of the local school district, and teacher associations. (Regional model)

Provision two is a model found in current use in the Province of Ontario, Canada. This provision forces the public employee organization to decide before the negotiations of a contract whether or not they will want the right to strike. This "either or" clause provides the public sector model or the private sector model to the employee with some limitations in that if the public employee organizations elect the private sector model, he must still provide some services in the event of a strike. This provision is related to the scope of bargaining only in that the impasse procedure is subject to the bargaining process.

The academic model which exists in higher education could, with modifications, be used for bargaining in public education. The provi-

sion described in item twelve is an application of the academic model. Theoretically, only wages would be in the scope of bargaining, and all other topics and problems would be solved "professionally."

Regional negotiations for wages and fringe benefits and other economic matters would be provided for in provision number thirteen. Non-economic matters would still be bargained for at the local district level. This provision parallels the private sector model as there is usually a common agreement covering wages and fringe benefits for all of those in the bargaining unit, but there are also local plant agreements covering working conditions and other non-economic matters.

Representation Category:

The following items in the survey instrument are directly or indirectly related to the topic of representation:

(3) Statute requires that every teacher must belong to the professional teachers' federation and the organization is responsible for the disciplining of teachers or in applying sanctions against teachers and/or the school district. No strikes are permitted, but mass resignations or failure to sign contracts can take place on September 15 and February 15. (Canada, Monthly Labor Review, May, 1972)

(7) Tenure laws would not be applicable to employees covered by a master contract obtained through collective bargaining in which the employee is a member of the bargaining unit and who has the protection of the provisions of the negotiated contract. (Lieberman-Saturday Review of Literature)

(11) Centralized or state-wide negotiations of salaries and fringe benefits by representatives from the professional education association representing all professional educational personnel (teachers, administrators, supervisors) and representatives from the school board association representing school districts. The state board of education would provide resource people for both sides. (ERIC-Collective Negotiations)

(14) All professional and non-professional would be placed on Civil Service in which the laws and provisions cover other state employees, and employment would be applicable. Placement of personnel would be determined by eligibility lists. (Civil Service Model)

(19) Professional association recommends the range of pay scales with no professional accepting less than the minimum. Certification, licensing, and admission to the profession is through the professional association. (Professional model)

Provision three makes the professional organization responsible for the certification and disciplining of its members. This provision provides tremendous power to the professional organization, not only in the control of its members, but also in the process of collective negotiations, as members who want to cross a picket line could lose their certification.

The question of teachers in a bargaining unit protected by negotiated master agreements, if they should also be protected and covered by tenure provisions, is posed by provision seven. Whether or not the teachers covered by both the master agreement and the tenure law enjoy "double protection" is debatable. It is also moot if the removal of tenure would facilitate either collective bargaining or accountability.

Provision eleven is an adaptation of the English collective bargaining model for public education. Supposedly, the advantage of this model is that the professionals are not placed in an adversary position in that the administrative hierarchy does not represent school boards in the collective negotiations process.

Theoretically, educators could be placed in Civil Service and school districts would draw from a common eligibility pool. The merit system would be applicable, and the system would be adminis-

tered on a state-wide basis. Provision fourteen would adapt the Civil Service model for education.

Provision nineteen is a means of adapting the professional model, which generally exists for law and medicine rather than education. Entry to the profession would only be through the professional organization, thus controlling supply and demand. The provision would almost necessitate individual negotiations of wages.

Field Procedures

Directions to Subjects:

Chief negotiators receiving the survey instrument also received a cover sheet explaining the purposes of the survey instrument. The cover letter indicated that legislation for public sector bargaining was being considered at the federal and state level, and that their perceptions of various provisions could provide additional insight concerning present and proposed legislative provisions.

Directions on the survey instrument asked the subject to read carefully each provision and then determine to what degree they agreed or disagreed with the intent of the provision in terms of the provision aiding the process of collective negotiations. The procedure for using the Likert-type rating scale was also in the survey instrument. It was noted that the third part of the instrument was optional, and was made available only if the subject wanted to make comments or clarify responses.

The Likert Rating Scale was explained to the subject as follows:

Strongly Agree--Provision is of extreme importance and should be part of any public employment act.

Agree--Provision is of moderate importance and should be part of any public employment act.

Slightly Agree--Provision is one in which you agree with the intent, but it does not necessarily have to be part of any public employment act.

Slightly Disagree--Provision is one in which you disagree with the intent, but it does not necessarily matter whether it is or is not to be part of any public employment act.

Disagree--Provision is one in which you disagree with the intent, and it should not be part of any public employment act.

Strongly Disagree-Provision is of extreme importance and should NOT be part of any public employment act. (It is important that it does not become law.)

Distribution of Materials:

Survey instruments administered to school negotiators for teacher organizations were mailed to either the president or the executive director of the local teacher organizations. The president or the executive director was asked to forward the survey instrument to the chief negotiator for their teacher organization. Neither the A.F.T. nor the N.E.A. had available the names of the negotiators for the local union. Mailing lists were supplied by both organizations to the investigator after contact with organizational officials.

The negotiator for local school districts received their survey instruments either from the superintendent or directly by mail. Mailing lists for the superintendents and school district organizations were obtained from the Metropolitan Detroit Bureau of School Studies.

After a period of six weeks, a postcard reminder was sent to the non-respondents requesting a response and indicating that if the

instrument was misplaced, an additional one could be obtained. The postcard reminder elicited twelve additional responses.

Data Collection and Recording

Independent variable data was obtained from the respondents' profile sheet attached to the front of the survey instrument. Dependent variable data was recorded from the Lickert Scale for each test item. The data was coded on computer code sheets for the key-punching of the information on IBM keypunch cards.

Data processing was through the University of Michigan Computer Center at Ann Arbor, Michigan. Data was processed using programs developed by the Statistical Research Laboratory of the University of Michigan, which are either in the MIDAS (Michigan Interactive Data Analysis System) or in CONSTAT (Sub-program of MIDAS) System.

All data was obtained from the survey instruments mailed by the subject respondents who used the enclosed return postage provided in the initial mailing and also in the subsequent mailing. No personnel interviews or telephone calls were made to obtain questionnaires or to explain the purpose of the study.

Data Analysis

Descriptive Statistics

Computer programs which provided a histogram of the independent variables were developed by strata. Metro Core, Town, City, and Urban Fringe were grouped into a strata labelled "Urban" in order to make comparisons with the strata labelled "Rural." Negotiators for association were placed into sub-strata of low experience, high

experience, rural, urban, impasse, and non-impasse. Negotiators for school management were placed into corresponding strata.

Histograms were processed for each dependent variable for Parts One and Two of the survey instrument. The histogram for dependent variables provided the number of responses for each ranking of the Likert-type scale for each question.

The histogram provides a demographic profile of the independent variables and a frequency of responses for each ranking of the dependent variables. However, histograms (frequency data) have little value in use for inferential interpretations.

Correlation:

A correlation matrix was run on both dependent and independent variables at the .05 and .01 level of significance. Correlation matrices were also run by category for Parts One and Two of the survey instrument. Categories consisted of all dependent variables related to impasse; those related to scope of bargaining; those related to strike; those related to representation; those related to bargaining procedures.

The independent variables have also been correlated by strate; those that relate to negotiator type; those that relate to type of school district; those that relate to years of experience; and those that relate to impasse and non-impasse experience.

A correlation coefficient indicates the amount of relationship between two variables. It is imperative that this is not interpretive as a "cause and effect relationship." A correlation coefficient finds a statistical means in which a statistical significant generalization can be made. Inferentially, it can assist in judging relative strengths

of associations and for indicating significant relationships between the variables.[5]

Test on Means:

The program STUDENT available in the MIDAS mode performed a univariate t-test for each variable. For each variable, the null hypothesis is that the means of the two strata are equal.

The output of the STUDENT program includes strata means, variances, the T-statistic, and an F-statistic which tests the null hypothesis in that the two strata variances are equal. The first two currently defined strata used in the analysis (independent variable and dependent variable).[7]

"The t-statistic is derived under the assumption of normal distribution and equal variances. The F-statistic tests the latter assumption when normality holds."[8]

Multiple linear regressions were run on the independent variables for negotiator type, experience, non-impasse and impasse experience against the dependent categories for parts one and two of the survey instrument. "Regressions provide for parallel analysis of the dependent variables and the output for the regressions program includes the analysis of variance for the regression, the regressions coefficients and their associated test statistics."[9] Multilinear regression analysis assist in evaluating statistically the interaction among the independent and dependent variables.

Methodological Assumptions

It is assumed that all respondents are involved in the negotiating

process, either for a school district or a teacher organization in the state of Michigan.

It is assumed that the reliability and validity of measures and representativeness of samples when used with appropriate statistics tests will fulfill requirements for any empirical generalizations made by this study.

It is also assumed that the respondent subjects comprehended the purpose of the study and the content and the intent of the survey items. In addition, the respondent subjects were able to correctly use the rating scale to evaluate the intensity of the feeling toward a specific survey item.

Limitations of the Study

This study is limited to the "volunteer" respondent group from a finite population. There is, therefore, the inherent danger that individuals responding have a role bias, consequently "overrating or underrating" items on the questionnaire.

This study is limited in that the survey instrument has not been standardized. Therefore, the generalities which can be inferred from appropriate statistical data derived from the survey instrument, relates only to the respondent population.

This study is limited to school negotiators in Michigan, thus the demographic setting, the economic, social, and political factors of this milieu may influence the perceptions to an extent which may or may not relate to the perceptions of negotiators beyond this parameter.

Footnotes

[1]Stephen Isaac and William B. Michael, Handbook in Research and Evaluation, (San Diego, California: Robert R. Knapp, Publisher, 1972), p. 18.

[2]Ibid., p. 69.

[3]Ibid., p. 100.

[4]Helen L. Farr, "Coalitions, Negotiations, and the Comfield Model," Appendix E, Vol. II, A Plan for Managing the Development, Implementation, and Operation of a Model Elementary Program, Oregon College of Education, Monmouth, Oregon, Office of Education, February, 1970, ERIC. ED 042-713.

[5]Daniel Fox and Kenneth Guire, Michigan Interactive Data Analysis System (Ann Arbor, Michigan: The Statistical Research Laboratory of the University of Michigan, 1972) p. 63.

[6]Ibid., p. 72

[7]Ibid., p. 72

[8]Ibid., p. 72

[9]Ibid., p. 63

CHAPTER IV

REPORT OF THE FINDINGS

Introduction:

This chapter consists of two major components. The first component presents the statistical analysis of the data obtained from the survey instruments of the respondents, the relationship of this data to the specific research questions, and those questions which are within the scope of this study. The second component is the evaluation and interpretation of this data as it relates to the rationale of this investigation.

The statistical analyses involves the use of descriptive statistics in order to provide a demographic profile of the respondent population. Three-way analysis of variance and correlational statistics were used to demonstrate the interaction between and among the independent variables and the dependent categorical variables. Tests on means statistics were used to compare the responses by single variables and categorical variables between independent strata groups. The eight specific research questions were analyzed separately. The categorical strata for Parts I and II of the survey instrument are also analyzed in this component.

The component on evaluation and interpretation will review the statistical analysis of all categorical strata to determine those areas of commonality between independent strata groups and the areas of greatest dichotomy between strata groups. These findings will be interpreted in terms of the rationale for this study.

Descriptive Statistics:

Since the population for this study was an unknown finite population rather than a random sample survey, instruments were sent to school management negotiators for all school districts in Michigan. There were 622 school districts administering the Michigan Assessment Test. Thus, the supposition was made that each school district (622) would have a school management negotiator. The assumption was also made that for every school district there would be a correspondent teacher organization which would have a teacher negotiator. It was necessary to send the survey instrument through the various executive directors with the request that the instrument be forwarded to the negotiator. This procedure undoubtedly resulted in some non-responses. It also became very apparent that some school districts, along with teacher organizations, had begun to move toward multi-district or regional bargaining. Many of the surveys from the rural school districts indicated consolidated negotiations.

Another phenomena is the professional negotiator who represents, generally for school management, more than one school district. For example, one professional negotiator within the population represented eight school districts. In such instances, the responses from professional negotiators were counted for one school district, randomly selected from that group.

Table 4.1 illustrates the total number of responses by negotiator type and school district type. In the development of categorical strata, the negotiators representing metro core, city, town, and urban fringe were grouped into one category designated "urban." This procedure provided a "statistical" contrast which would not be possible using

all of the other types because of the similarities among city, town, urban fringe, and metro core.

TABLE 4.1--Population characteristics of the respondents compared to estimated population sample.

Independent Variable	Number of Respondents	Percent of Total Respondents	Estimated Sample Number	Percent of the Sample Respondents
Negotiator Type:				
School Mgt.	243	62	622-+30	--
Teacher Organ.	149	38	622-+30	--
School District:				
Metro Core	15	3.8	30	50
City	32	8.2	52	63
Town	65	16.6	196	32
Urban Fringe	106	27.	274	38
Rural	159	40.6	692	23
Other	15	3.8	Unknown	

The experience strata includes negotiators from school management and teacher organizations, impasse and non-impasse experience and school district type--urban or rural. The major factor which was to be considered was the experience dimension. Effort, therefore, was made to statistically analyze sub-sets of the experience strata, such as school management negotiators with low experience, etc. Table 4.2 provides a profile of the experience strata. The table shows that most of the respondents fall into the "high experience" strata, but further analysis in Table 4.4 indicates most of the high experience negotiators represent school management.

TABLE 4.2.--Years of negotiation experience of the respondent population.

I Experience Variable:		Number	Percent
Low Experience (0-3 years)		118	30.7
High Experience (4-9 years)		266	69.3
II Actual Years:			
Low Exp.	1	31	7.9
	2	32	8.2
	3	48	12.2
High Exp.	4	32	8.2
	5	63	16.1
	6	57	14.5
	7	117	29.8
	8	3	.8
	9	1	.3
* 10 or more (excluded in Pt.I)		8	2.0

* (Experience in private industry.)

Table 4.3 provides a profile of the number of the respondents who have experienced some form of impasse. As illustrated by the table, mediation is the impasse procedure most commonly experienced by the negotiators, followed by those who experienced all impasse procedures. Mediation is the first step in impasse resolution; thus, it is expected that this would be the largest category. Technically, arbitration is not an impasse procedure unless arbitration was used to resolve a contract dispute.

Table 4.4 provides an analysis of negotiator type, school district type, experience type and impasse type. They are divided into sixteen sub-strata by frequency. The largest sub-strata (27.6%) is that for school management from an urban area, having high experience and also having had impasse experience. The smallest sub-strata (1.0%) is that for teacher organizations from a rural area having high experience but having no impasse experience.

TABLE 4.3.--Impasse experience of respondent population.

Impasse Experience	Number	Percent of Total
Experienced impasse	293	74.7
Non-impasse	93	23.7
No response	6	1.6
Type of Impasse Experience	**Number**	**Percent of Total**
Fact-finding only	12	3.1
Mediation only	79	20.1
Arbitration only	8	2.7
Strike only	none	none
Fact-finding + mediation	39	9.9
Fact-finding + mediation + arbitration	26	6.6
Fact-finding + mediation + strike	25	6.4
Fact-finding + mediation + arbitration + strike	59	15.1
Fact-finding + arbitration + strike	2	.5
Fact-finding + arbitration	3	.8
Fact-finding + strike	1	.3
Mediation + arbitration	24	6.1
Mediation + strike	7	1.8
Arbitration + strike	2	.5
Missing (no response)	99	25.3
Totals	392	100

TABLE 4.4.--Independent variables designated by strata and by frequency.

Strata	Negotiator Type		School District		Experience		Impasse	
	Mgt.	Teacher Org.	Urban	Rural	Low	High	Imp. Exp.	Non-Imp.
1	13		13		13		13	
2	3		3		3			3
3	108		108			108	108	
4	13		13			13		13
5	8			8	8		8	
6	11			11	11			11
7	57			57		57	57	
8	20			20		20		20
9		21	21		21		21	
10		13	13		13			13
11		38	38			38	38	
12		5	5			5		5
13		25		25	25		25	
14		18		18	18			18
15		15		15	15		15	
16		4		4		4		4

ANALYTICAL STATISTICS

Tests on Global Means:

The survey instrument was primarily designed to obtain data which would assist in measuring and evaluating the perceptions of school negotiators toward specific provisions. (The reader may wish to refer to Table 3.1 on Page 180, which will provide an overview of the design

of the study.) However, Variables 53 through 66 were created to provide global means and categorical means.

Variable 66 is the total global mean for both parts of the survey instrument. Variable 59 is global mean for Part I of the survey instrument which pertains to enacted legal provisions; Variable 65 is the global mean for Part II of the survey instrument which consists of the theoretical and alternative provisions.

It should be noted that such means would fall toward the center and should be used to interpret perceptions toward individual survey items. The analysis of global and categorical cluster means by strata enables a comparison of strata group means with categorical dimensions.

Table 4.28 (Appendix B, Page 188) provides a statistical analysis of Variable 66, which is the total global mean for all items on the survey instrument. The table illustrates by strata that there is a greater difference in means by negotiator type and experience than there is for school district type and impasse type. The variances among the strata are not statistically significant at the .01 level, which was the level of significance set to test the research questions.

The survey instrument consisted of two parts. Part I of the instrument cited enacted legal provisions from public employment statutes. Variable 59 is the mean for this part of the instrument. Table 4.21 (Appendix B, Page 184) shows that the difference in means which are statistically significant is that for school district strata. The significant variances are for negotiator and experience strata. These variances indicate that the respondents in these strata were more homogeneous, i.e., grouped more closely together.

The items on Part II of the survey instrument consisted of theoretical provisions. Variable 65 provides the global mean for this section. Table 4.27 (Appendix B, Page 187) illustrates that T-tests of the means by

strata are statistically different in negotiator type and experience type groups. The lack of significant levels for variances suggest more diversity of responses than found in Part I of the instrument.

Test on Categorical Means:

Each item on the survey instrument was classified by type in order that the categorical means could be computed. The categories were impasse, bargaining procedures, strike, scope of bargaining, representation, binding arbitration and bargaining procedures. The categorical means were computed separately for each part of the instrument so that it would be possible to compare the differences of the means between the enacted provisions and the means for the theoretical provisions by corresponding categories. Variables 53, 54, 55, 56, 57, and 58 are for categories on Part I of the instrument. Variables 60, 61, 62, 63, and 64 are for the theoretical provisions in Part II of the survey instrument. These tables can be referred to in the Appendix.

Impasse Category:

Variable 53, the impasse category for Part I of the instrument, provided no significant differences in the means for any of the strata, nor was there significant variances at the accepted .01 level. Table 4.15 (Appendix B, Page 181) shows similar means for negotiator strata with some minor differences in means for school district, experience and impasse strata.

The categorical variable for impasse for theoretical provisions is Variable 60. Table 4.22 (Appendix B, Page 185) pictures significant differences between the means at the .001 level for both negotiator strata and experience strata. There were no significant levels for variances as indicated by the F-ratio.

Bargaining Procedures Category:

For Variable 54, on Part I of the instrument, there were significant levels of differences between the means for all strata. The corresponding Variable 61, for theoretical provisions, showed significant differences between the means for negotiator strata and experience strata. Table 4.16 (Appendix B , Page 181) provides the statistical data for Variable 54. The data for Variable 61 is on Page 185 in the Appendix.

Strike Category:

The differences between the means for the strike category for Variable 55 and Variable 62 is significant at the .001 level for negotiator type strata. The difference between the means for the experience strata was significant at the .01 level. There were no significant F Ratios for the variances in either Variable 55 or Variable 62. Table 4.17 (Appendix B , Page 182) and Table 4.24 (Appendix B , Page 186) provide the statistical data for these variables.

Scope of Bargaining Category:

Table 4.18 for Variable 56 (Appendix B , Page 182) and Table 4.25 for Variable 63 (Appendix B , Page 186) illustrate that the significant differences between means is in the negotiator strata. For Variable 56 and Variable 63, the significant differences for negotiator strata was at the .001 level. The variances for the negotiator strata for Variable 56 were also significant at the .001 level. For Variable 63 there was significant difference between the means for the experience strata at the .001 level.

Representation Category:

Variables 57 and 64 show significant levels of differences between the means for negotiator strata. There was significant differences between the means for experience strata for Variable 57. There were no significant F ratios for the variances at the accepted .01 level of confidence. Table 4.19 (Appendix B, Page 183) provides the data for Variable 57. The data for Variable 64 can be found in Table 4.26 (Appendix B , Page 187).

Binding Arbitration Category:

The items classified in the category for binding arbitration are in Variable 58 on Part I of the instrument. No theoretical provisions were classified in this category. There were no significant differences between the means for any of the strata at the .01 level. The F-test ratio for variances for negotiator strata was significant at the .01 level. The means for negotiator strata were almost identical; the means for the impasse strata were identical. The statistical data for Variable 58 is in Table 4.20 (Appendix B , Page 183).

Analysis of Dependent Categorical Variables with Independent Strata

In examining the differences between the means for the categorical variables, it is apparent that the significant levels are found primarily in the strata for negotiator and experience. A few significant levels were in the impasse strata and school district strata. In order to determine the interaction among the strata, a three-way analysis of variance was computed on the variances for negotiator

TABLE 4.8.--Significant levels of interaction and main effects for three-way analysis of variance by categorical variables.

Variable	Categorical Name	Negotiator Type	Experience	Impasse	Negotiator Type + Experience	Negotiator Type + Impasse	Experience + Impasse	Negotiator Type + Experience Impasse
53	Impasse	.387	.527	.275	.023*	.844	.391	.160
54	Bargaining Procedure	.413	.004**	.368	.0864	.089	.046*	.024*
55	Strike	.000	.144	.625	.236	.788	.761	.966
56	Scope of Bargaining	.224	.270	.709	.236	.389	.601	.261
57	Representation	.010**	.687	.492	.686	.548	.572	.929
58	Binding Arbitration	.442	.429	.586	.786	.139	.630	.651
59	Global Part I	.148	.421	.961	.480	.181	.970	.570
60	Impasse	.000***	.837	.642	.545	.645	.233	.480
61	Bargaining Procedure	.000***	.425	.419	.148	.217	.816	.790
62	Strike	.007**	.490	.869	.290	.865	.542	.617
63	Scope of Bargaining	.000***	.463	.136	.140	.022*	.031*	.004**
64	Representation	.003**	.571	.487	.731	.490	.139	.041*
65	Global Part II	.000**	.627	.569	.534	.528	.137	.097
66	Total Global	.050*	.799	.750	.423	.239	.396	.205

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

strata, experience strata, and impasse strata. In order to use the three-way analysis of variance, it was necessary to omit the school district strata as a dimension.

Table 4.8 the significant levels of interaction and main effects for the three-way analysis of variance of dependent categorical variables. The accepted levels are at the .01 and the .001 levels of confidence. However, it should be noted that this analysis does not provide an indication of interaction within the strata; it is therefore not possible to determine to what degree each group within the strata influences the interaction.

For the categorical items on Part I of the instrument, the table reveals that negotiator role determined the statistical level for Variables 55 and 57. Experience determined the statistical level for Variable 54.

Part II of the survey instrument was concerned with theoretical provisions. The table shows more significant levels for the categorical variables than for the corresponding variables in Part I of the instrument. Negotiator role determined the significant statistical levels. There is some indication that for Variable 63, negotiator role, experience and impasse experience determined the statistical level.

Correlation:

Product moment correlation coefficients were computed for all dependent variables, categorical dependent variables for all strata, and for the total cluster. The correlational matrices were computed primarily to ascertain if there were significant relationships between

the independent strata and the dependent variables and also to determine if the survey instrument reflected a bias toward any one strata.

Table 4.29 (Appendix B , Page 189) is the correlation matrix of categorical variables by cluster and not by strata. This table is representative of the correlation matrices for all strata. The correlational coefficients on this matrix are similar to those on the matrices by strata. There are few statistical inferences that can be made from these matrices which would be significant.

Summary:

The statistical analysis of global means, the means for categorical variables using the T-test on group means, and the three-way analysis of variance revealed that statistical significant levels were found primarily in the negotiator strata. Significant levels were also found in the experience strata for some experience and school district strata.

STATISTICAL ANALYSIS OF DEPENDENT VARIABLES

The dependent variables were statistically analyzed by a univariate T-test for each variable. The null hypothesis tested is that the means of the two groups within the strata are equal. The computer output provides group means, variances, the T-statistic and -statistic which test the null hypothesis that two-group variances are equal for the strata. The acceptance level that the means for groups is statistically different will be the .01 level of confidence for T-test statistic.

The analysis of the dependent variable with dependent strata is reported on by category. Variables related to each categorical variable such as impasse, scope of bargaining, strike, representation,

bargaining procedures and binding arbitration will be found in those categories. Tables listing the survey item, the dependent variable, the means, the variances, the T-test statistic and the F-test statistic will be in the Appendix.

The significant levels at the .01 and the .001 by variable, category and independent strata are reported within the text of the study. The evaluation and interpretation of the statistical data for each dependent variable will be reported on in the section of the study which discusses the categorical strata.

Dependent Variables for Impasse:

The results depicted in Table 4.9 illustrate that significant levels are primarily found in the strata for negotiator and the strata for experience. For Variable 42, there was a significant level in the impasse strata. Tables 4.30 through 4.33 (Appendix B, Pages 190-193) provide comprehensive data for these variables.

TABLE 4.9.--Significant levels for differences between the means for dependent variables in the category for impasse by independent strata.

Item	Var.	Negot. Strata	District Strata	Exper. Strata	Impasse Strata
1	8	***		***	*
2	9	***		***	
3	10	***		***	
10	17				
8	41	***		*	*
9	42	***		**	**
16	49	***			
17	50	*			

* Significant at the .05 level
** Significant at the .01 level
*** Significant at the .001 level

Significant levels at the .05 level are reported as being for informational purposes only and will not be accepted or used in evaluating and interpreting the findings.

Dependent Variables for Bargaining Procedures:

Table 4.10 illustrates significant levels in all strata, but not for all variables. It appears that impasse strata and school district strata do not have the statistical influence that the strata for negotiator and experience have in determining levels of significance. Additional tables by strata are Tables 4.34, 4.35, 4.36 and 4.37 (Appendix B, Pages 194-197).

TABLE 4.10.--Significant levels for differences between the means for dependent variables in the category for bargaining procedures by independent strata.

Item	Var.	Negot. Strata	District Strata	Exper. Strata	Impasse Strata
4	11	***		***	**
5	12	***		***	**
8	15	***			
11	18	***	***		
12	19	***		***	
6	39		***	*	
10	43			***	*
15	48				
18	51				

* Significant at the .05 level
** Significant at the .01 level
*** Significant at the .001 level

Dependent Variables for Strike:

Significant levels for strike variables are found only for Variables 13, 14, 31, and 34 in the negotiator strata and Variables 14 and 31 in the experience strata. Table 4.11 cites the significant levels for the variables in the category. Comprehensive tables listing means and variances are Tables 4.38, 4.39, 4.40 and 4.41 (Appendix B , Pages 198-201).

TABLE 4.11.--Significant levels for differences between the means for dependent variables in the category for strike by independent strata.

Item	Var.	Negot. Strata	District Strata	Exper. Strata	Impasse Strata
6	13	***			
7	14	***		***	
24	31	***		***	
1	34	***			
4	37				
5	38				

*** Significant at the .001 level

Dependent Variables for Scope of Bargaining:

Significant levels shown in Table 4.12 for variables related to the scope of bargaining indicate that negotiator and experience strata are the statistical determinants. No significant levels were reported for either the school district strata or impasse strata. Reference can be made to Tables 4.42, 4.43, 4.44 and 4.45 (Appendix B, Pages 202-205).

TABLE 4.12.--Significant levels for differences between the means for dependent variables in the category for scope of bargaining by independent strata.

Item	Var.	Negot. Strata	District Strata	Exper. Strata	Impasse Strata
9	16	*			
15	22	***		***	
17	24	***		***	
22	29	***		***	
23	30	***		***	
2	35	***			
12	45	***		***	
13	46	***			

* Significant at the .05 level
*** Significant at the .001 level

Dependent Variables for Representation:

Table 4.13 reports the significant levels for representation variables. The table reveals that although significant levels are reported for all strata except the strata for impasse at the accepted .01 level, it is the negotiator strata and experience strata which appear to have more impact in determining levels of significance. An examination of Tables 4.46, 4.47, 4.48 and 4.49 (Appendix B, Pages 206-209) illustrate the wide diversity in means.

TABLE 4.13.--Significant levels for differences between the means for dependent variables in the category for representation by independent strata.

Item	Var.	Negot. Strata	District Strata	Exper. Strata	Impasse Strata
14	21	***	**	***	
16	23				
18	25	***			

TABLE 4.13.--Continued

Item	Var.	Negot. Strata	District Strata	Exper. Strata	Impasse Strata
20	27	***		**	
21	28	***		***	
25	32	***		*	
3	36	***			
7	40	***			
11	44	***			
14	47	**	**		*
19	52	***		***	

* Significant at the .05 level
** Significant at the .01 level
*** Significant at the .001 level

Dependent Variables for Binding Arbitration:

There were two variables for binding arbitration and they are found in Part I of the survey instrument. No provisions were cited for binding arbitration in Part II, the theoretical part of the survey instrument. Significant levels are reported for Variable 20 in the strata for negotiatior experience and impasse. Reference to the Appendix for Tables 4.50, 4.51, 4.52 and 4.53 will reveal extremely strong T-test statistics for Variable 13 for negotiator strata. Table 4.14 shows the significant levels for the variables for binding arbitration.

TABLE 4.14.--Significant levels for differences between the means for dependent variables in the category for binding arbitration.

Item	Var.	Negot. Strata	District Strata	Exper. Strata	Impasse Strata
13	20	***	*	***	***
26	33				

* Significant at the .05 level
*** Significant at the .001 level

Summary:

Thirty significant levels were reported by negotiator strata for the dependent variables. Four significant levels were reported for school district strata. The strata for experience had twenty-one significant levels. Impasse strata variables recorded four significant levels. This suggests that the differences between means which are statistically significant are determined for the majority of variables by the negotiator strata and the experience strata.

EVALUATION AND INTERPRETATION

Introduction:

In this section of the chapter, the categorical items which have been statistically analyzed will be evaluated and interpreted in terms of the purpose of this study, i.e., the ways in which negotiators perceive the various legal and theoretical provisions as facilitating the negotiation process.

On the basis of the statistical analysis of the dependent variables for the various categories, those provisions in which the negotiators have commonality will be ascertained. In addition, those provisions in which negotiators reflect a dichotomous view will also be ascertained and reviewed.

The evaluation of the provisions as they relate to the statistical analysis will follow the same format as the discussion of the survey instrument in Chapter III. The reader may refer to this chapter or to the Appendix on Page 169 to review the actual provisions as they appeared on the survey instrument.

Part I of the Survey Instrument

Impasse Category:

Negotiators were sharply divided by negotiator role and experience strata on Items 1, 2 and 3 on the questionnaire. Teacher organization negotiators preferred a budgetary deadline for establishing impasse and liked the concept of a "show cause" hearing in the fact-finding process. Management negotiators approved the provision that provides for an employee organization losing its bargaining rights if it violates the public employment collective bargaining law. The teacher organization negotiators rejected this provision. High experience negotiators approved of this provision; this may be due to the fact, however, that most of the high experience negotiators are also negotiators for school management. All negotiators accepted the concept that impasse costs should be shared equally between school district and the teacher organization.

Bargaining Procedures Category:

The question of whether personnel policies should be part of the procedural aspect of negotiations was accepted by teacher negotiators and negotiators with high experience, but was not acceptable to school management negotiators. Management negotiators strongly disagreed with a provision which required the negotiation of the procedures for mediation and fact-finding. This was also rejected by high experience negotiators and those negotiators who had impasse experience. Although there was a significant difference in the means, both management and teacher association negotiators disagreed with a provision (Item 8) which made collective bargaining permissive. Teacher negotiators

rejected the provision more strongly than negotiators for school management. Rural negotiators and school management negotiators agreed with the provision in Item 10 which states it is not necessary for a public agency to enter into a contract with any union. Teacher negotiators disagree with this provision. Low experience and school management negotiators disagreed with the provision that made contract terms binding on the legislative body, as provided for in Item 12 on the survey instrument.

Strike Category:

Management negotiators slightly agreed with a no-strike clause being required in contracts as provided for in Item 6. Teacher organization negotiators strongly disagreed with a no-strike clause provision. Management negotiators agreed that individuals, and/or the employee organizations should be subject to fines for striking. Teacher negotiators strongly disagreed with this provision, as stated in Item 7. Management negotiators strongly disagreed with the provision that allows public employees to strike after following definite impasse procedures. Teacher negotiators agreed with this concept. High experience negotiators agreed with the provision whereas low experience slightly disagreed with the provision.

Representation Category:

For Item 14, which is a provision that allows for proportionate representation, the management negotiators disagreed with this provision but teacher negotiators only slightly disagreed. This is unusual, as most employee organizations believe very strongly in exclusive representa-

tion. Rural negotiators only slighted disagreed, but urban negotiators disagreed with the provision. Low experience negotiators slightly agreed but high experience negotiators disagreed with the provision.

Scope of Bargaining Category:

All strata groups agreed with the provision in Item 9 which permits bargaining for working conditions defined as physical conditions. Possibly, the respondents for the groups did not understand that "physical conditions" places a limitation on what is bargainable in terms of working conditions. Teacher negotiators agreed that all matters could be discussed in the provision cited in Item 15, but they may not have perceived that this provision provided only for "meet and confer" and thus was not subject to contractual agreement. Apparently though, they liked the concept. Management negotiators slightly agreed with the provision, whereas high experience negotiators disagreed.

For Item 17, the provision placed a limitation on the scope of bargaining in that the budget, the mission of the agency and the organization of work force are not subject to bargaining. With the exception of teacher negotiators all strata slightly agreed with this provision.

Management negotiators agreed that public employers are not required to bargain over public policy. All other strata, with the exception of teacher negotiators, slightly agreed with this provision in Item 22.

All strata groups agreed with the provision in Item 16, which requires labor organizations seeking recognition to submit a roster of its officers and representatives, its constitution and bylaws, plus a

statement of its objectives to the appropriate governing agency.

Management felt stronger about labor organizations maintaining democratic practices and excluding from office Communist or other totalitarian movements and the additional requirement that the organization must maintain fiscal integrity and file financial reports. All other strata for this provision, Item 18, slightly agreed.

The provision in Item 20 requiring members to maintain membership during the period of the contract was slightly disagreed with by management and high experience negotiators and slightly agreed to by teacher negotiators. Management and high experience negotiators agreed that front-line supervision should be excluded from the bargaining unit along with non-professional employees. Other strata groups did not strongly disagree with the provision in Item 21.

No strata objected to the provision in Item 25 which prohibits the conflict of interest in collective bargaining in that no one can bargain for the public employer if he has a vested interest in the outcome of negotiations. Teacher organization negotiators agreed more with this provision than other strata groups.

The prohibition in Item 23 which does not permit the public employer to bargain with front-line supervision was slightly agreed to by school management negotiators and slightly disagreed with by teacher negotiators. Low experience negotiators disagree with the provision, all high experience negotiators slightly agreed with the provision.

Binding Arbitration Category:

Teacher negotiators supported the concept of binding arbitration as provided for in Item 13, wherein the governor can appoint a panel

to arbitrate a contract dispute. Management negotiators disagreed with this provision. High experience negotiators disagree with the provision to a greater degree than low experience negotiators.

All strata groups slightly disagreed with the provision in Item 26 which permits binding arbitration with the provision that the decision of the arbitrator which requires legislative enactment is considered advisory only. Possibly, the negotiators perceive that if the legislator can overrule the arbitrator, it is not truly binding arbitration.

Part II of the Survey Instrument

The items on Part II of the survey instrument are provisions, which for the purpose of this study, have been classified as "theoretical." These provisions, at present, do not exist to the knowledge of this researcher in any public employment relations law in the United States. For purposes of analysis the provisions have been placed in a negotiations category. The provisions will be evaluated only for those strata in which there were statistically significant levels of confidence or in which there were similar means.

Impasse Category:

Teacher negotiators and low experience negotiators slightly agreed with the provision in Item 8 which provides for mediation councils of representatives from public employee organizations and public employers. Management negotiators and negotiators with high experience slightly disagreed with the provision.

Arbitration of bargaining impasses that would be based on financial ability, comparison of wages in private industry, average consumer

prices, and "cost of living" was proposed in Item 9. Management negotiators slightly agreed to this provision, whereas teacher negotiators, non-impasse negotiators, negotiators with low experience agreed with the provision, indicating stronger support from these strata.

The concept of labor courts, cited in the provision in Item 16 was slightly agreed with by teacher negotiators and slightly disagreed with by management negotiators. Urban and rural negotiators had similar means indicating they slightly agreed with the provision. Impasse and non-impasse negotiators, and low and high experience negotiators means were within the same numerical range but were not identical. There is some indication they would slightly agree to the intent of this provision.

A provision cited in Item 17, which would provide for "pure collective bargaining without government intervention," was rejected by all strata groups. There were no significant levels of differences between the groups within each strata. This suggests that school negotiators feel that governmental agencies have a role in public employment negotiations.

Bargaining Procedures Category:

Urban negotiators disagreed with the concept of decentralized bargaining and with the involvement of community representatives in the bargaining process. Rural negotiators slightly disagreed with this concept. This provision as stated in Item 6, was also disagreed to by high experience negotiators.

The concept of a national or federal collective negotiations law for public education was agreed to by teacher negotiators and slightly agreed to by negotiators with low experience. School management negotiators disagreed with this provision as outlined in Item 10.

High experience negotiators slightly disagreed with the provision.

The provision which would provide for continuous open negotiations and joint decision-making, as cited in Item 18, was slightly disagreed to by all strata groups. There were no significant levels of differences between the means. This may suggest that school negotiators have adopted and adapted to the private sector model.

Strike Category:

Negotiators as a group disagreed to the provisions in Item 1 which permits the "right to strike and the right to lockout." Management negotiators disagreed more so than teacher negotiators. All strata groups disagreed with the concept of non-stoppage strikes as cited in Item 1 and with a similar concept in Item 5 which permits graduated strikes. This indicates that, as a group, negotiators are somewhat leary of untried innovations.

Scope of Bargaining Category:

Both teacher negotiators and school management negotiators slightly disagreed with the provision in Item 2 which provides for a choice in selecting compulsory arbitration or the right to strike. The choice is made within the scope of bargaining by the bargaining agent. School management disagreed more with this provision than the negotiators for teacher organizations.

A provision which allows faculties to decide the academic program and participate in the selection and evaluation of teachers was significantly disagreed to by school management negotiators but slightly agreed to by teacher negotiators. This provision found in Item 13

was also slightly agreed to by low experience negotiators and disagreed with by high experience negotiators.

A provision cited in Item 13 which would require the bargaining of economic issues at the intermediate district level and the bargaining of non-economic items at the local school district level was slightly agreed to by teacher negotiators and slightly disagreed to by negotiators for school management. Apparently, the movement toward regional negotiations has more support from teacher organizations than school management.

Representation Category:

All strata groups objected to a provision cited in Item 3 which requires that all teachers must belong to a professional organization, and that the organization is responsible for the disciplining of teachers. School management negotiators disagreed more so than teacher negotiators who slightly disagreed.

Teacher negotiators disagreed with a provision in which tenure laws would not be applicable to teachers covered by a master contract. School management negotiators slightly agreed with the provision as described in Item 7. Urban and rural negotiators slightly disagreed with the provision. Low experience negotiators slightly disagreed with the provision whereas high experience negotiators slightly agreed to the provision. Impasse groups had slightly disagreed with the provision.

State-wide negotiations in which all educational personnel would be represented by one professional organization as provided for in Item 11 was slightly agreed to by teacher negotiators and slightly

disagreed with by school management negotiators. All other strata groups slightly disagreed with the provision.

All strata groups objected to the provision for placing professional personnel under civil service. Teacher negotiators disagreed significantly, more so than negotiators for school management. Urban negotiators disagreed to a greater degree than rural negotiators. Negotiators as a group evidently do not perceive employment by the state or the civil service structure as a viable substitute or replacement for the current system.

Teacher negotiators significantly agreed with the provision in Item 19 which places the licensing, certification and admission to the profession under the control of the professional organization. School management negotiators significantly disagreed with this provision. It is apparent that negotiators perceive that the control of the profession would in a sense control the supply of teachers.

Areas of Commonality:

Since the major determiner of significant levels of differences between the means appeared to be by statistical inferences, the negotiator role, either school management or teacher negotiator, an analysis of the areas of commonality of agreement may indicate those provisions which could facilitate the negotiation process.

Obviously, the degree of agreement or disagreement is arrived at by the examination of the means and the statistical levels of significance. Secondly, any conclusions which could be inferred represent the perceptions of the respondent population. However, the statistical probability that these same views would reflect the views

of the total population is quite high as depicted by the levels of confidence generated by the computer printout.

Both teacher and management negotiators rejected the idea of mandatory deadlines based on budget submissions for defining when impasse occurs. They did agree to the concept that impasse costs should be equally shared. Negotiators also agree to the provision requiring labor unions to file rosters of their officers and that such organizations had to maintain democratic practices. The provision which would allow either side to file unfair labor practices was agreed to by both groups. Each group believes that a person who has a vested interest in the outcome of negotiations should not be allowed to bargain for the public employer. Both groups rejected binding arbitration in which the decisions could be overturned by a legislative body.

In terms of the theoretical provisions, negotiators did not want the right to strike or the right to lockout. Both groups rejected "pure collective bargaining" and wanted some form of governmental intervention in the mediation process. Negotiators also rejected innovations such as the non-stoppage strike and the graduated strike. Neither group approved of the Canadian provision in which the teacher organizations had the responsibility for disciplining teachers. Another Canadian provision rejected was that allowing the bargaining agent to select either the right to strike or binding arbitration before a contract bargaining commenced. Both groups disagreed with decentralized bargaining and the involvement of community in the bargaining process. Neither group viewed civil service as a substitute for the present model. Both groups slightly agreed that a specific

public relations board should administer the public employment act.

Areas of Dichotomy:

Teacher negotiators approved of the "show cause" concept following fact-finding. Management did not like this provision but did approve of a provision in which an employee organization could lose its bargaining rights if they violated the public employment laws. Teacher negotiators approved of the provision which mandated bargaining over personnel policy; this provision was rejected by school management. The no-strike clause provision, and fines for striking were provisions objected to by teacher negotiators but approved by school management. Management negotiators disagreed with provisions which made the academic program, teacher evaluation, educational policy subject to the bargaining process. Management representatives also objected to the "right to strike" clause provision found in the statutes of Pennsylvania.

There was more agreement between school management negotiators and teacher negotiators toward the theoretical provisions than toward the provisions found in enacted legislation. One major provision on which they disagreed was that of tenure. Teacher negotiators rejected the concept that the master contract would supersede or replace the existing tenure provisions, whereas management agreed with the intent of this provision. Management negotiators also rejected the innovation which would provide for a joint union-management council for the mediation of labor disputes.

Teacher negotiators approved of the cnetralized and regional bargaining whereas both of these concepts were rejected by school manage-

ment. Teacher representatives agreed to the provision calling for labor courts. This provision was not acceptable to school management negotiators. Teacher negotiators strongly approved of the professional organization having the power of certification, licensing, and in setting the minimum standards of remuneration. Employer negotiators strongly disagreed with this provision.

Summary:

In general, school management negotiators disagreed with those provisions which they deemed as being within the prerogative of management rights. Teacher negotiators agreed to those provisions which gave the teacher organization a broader arena in the scope of negotiations. Both groups rejected untried and unfamiliar provisions or innovations. Neither group approved of extremely punitive or completely laissez-faire legislation.

THE RESEARCH QUESTIONS

In undertaking this study there were certain specific questions that the researcher wanted to investigate. These questions were not the only questions that were considered but they were the stimulus for the initial inquiry and indeed provided the direction for the investigation. As in all empirical quests there are never any absolute answers or solutions. In fact, what seems of major importance at the time is dminished as the processes of inquiry are pursued.

The reader may wish to refer to Page 19, or Page 94 to review the specific research questions which are within the framework of this study. It should be noted that the statistical acceptance of signifi-

cance for the research questions was at the .01 level of confidence.

The first question asked whether the perceptions of negotiators toward specific legal provisions, when controlled for by negotiator role, type of school district, urban or rural, years of negotiation experience and impasse experience, would be significantly different. The statistical analysis reveals that negotiator role appears to influence perceptions more so than any other dimension.

The second question parallels the first, the only difference being would the perceptions toward proposed legislation and theoretical models be different when controlled for by the same dimensions. The statistical test again revealed that negotiator role influenced the perceptions of negotiators more so than the other dimensions. However, in some instances, this meant that one group simply disagreed with a provision to a greater degree than another group who also disagreed with the provision. The significant statistical differences indicate that negotiators of those strata groups in general disagree with the cited theoretical and alternative provisions on the survey instrument.

The third research question asked was whether school negotiators prefer "collective negotiation laws which are definitive in describing the processes of negotiation, or laws that are non-definitive or nebulous." If those laws or provisions which are non-definitive or nebulous are laws which can be characterized as providing for pure bargaining, non-governmental interference in the negotiation process, and those laws or provisions which could be labeled at "specific and definitive" which define the scope or the procedure , the statistical analysis would strongly suggest that definitive legislation is preferred by school negotiators.

The fourth question posed is "to what degree are school negotiators willing to accept alternative models or provisions other than the present model." The statistical analysis revealed that negotiators in all strata groups disagreed with alternative provisions for collective negotiations. There was some degree of agreement on the part of teacher negotiators toward the acceptance of a labor court to settle impasse questions and grievances and the concept that the professional organization as a group would control all facets of the profession. However, such concepts as the T.V.A. joint management-labor model, the Canadian right to strike model, and the "pure bargaining model" were not agreed to by any negotiator strata.

The fifth question of concern was to determine "to what degree school negotiators want to keep the present provisions for teacher tenure?" Rather than cite the present provisions for tenure, a negative corollary provision was cited. This provision would prevent the application of tenure provisions for those teachers covered by a master agreement. Teacher negotiators slightly disagreed with the provision whereas negotiators for school management slightly agreed with the provision.

The sixth research question was related to the question of whether school administrators should be included in a collective bargaining unit and be permitted to collectively negotiate with their employer. School management negotiators slightly disagreed with this provision and teacher negotiators slightly agreed with the provision.

One of the current questions appearing in the literature is the question of intermediate or regional negotiations in which negotiations would cover more than one school district. The seventh research question

presented this concept. Teacher negotiators slightly agreed with intermediate and regional negotiations but school management negotiators disagreed with such provisions.

The question of whether teachers should have the legal "right to strike" is also appearing more frequently in the literature and several states, (Hawaii, Pennsylvania and Vermont) now have provisions permitting strikes by public employees. The eighth question asked whether teachers should have the "right to strike" and cited the Pennsylvania provision as model for measuring the responses. Teacher negotiators slightly agreed with this provision permitting legal strikes. Negotiators for school management slightly disagreed with the provision. Negotiators as a group disagreed with provisions permitting lockouts and strikes.

Summary:

An analysis of the respondent profile sheets revealed representative groups in terms of negotiator role, school district type, years of experience and impasse experience. The representative groups were drawn from a finite population of school negotiators in the state of Michigan who represented either school management or teacher organizations. These groups were placed into strata for independent variables. The strata were as follows: negotiator type (school management or teacher organization); school district type (urban, rural); experience type (low, high); and impasse type (non-impasse, impasse experience).

The items of the survey instrument were calssified as to negotiation categories as follows: impasse; bargaining procedures; scope of bargaining; strike; representation; and binding arbitration. These items were the dependent variables. For the purpose of statistical

analysis, cluster categorical variables were also created along with global variables and a total global variable.

The data from the survey instruments were subject to the following statistical tests; univariate T-tests, product moment correlations tests, three-way tests of analysis of variance, and one-way test of analysis of variance. Not all statistical results were used in the analysis or in evaluation and interpretation of data.

The statistical analysis of data revealed that the negotiators role was the major determinant of the significant levels of differences between the means; the secondary determinant was the level of experience. Impasse and non-impasse, or school district types were significant only for certain items on the survey.

The evaluation of the statistical data with the specific items on the survey indicated that the significant levels in many instances were levels of degree of differences for certain provisions. Significantly different means did not always imply disagreement between strata groups.

In conclusion, the evaluation of the statistical data and the consequent interpretation of the evaluation of the data as it relates to the survey instrument enables the researcher to empirically establish the findings posed by the research questions.

CHAPTER V

SUMMARY, CONCLUSIONS, IMPLICATIONS AND RECOMMENDATIONS

Introduction:

The primary focus of this chapter will be on the development of conclusions which are related to the rationale and purpose of this study. The conclusions reached will be based on the review of the literature, within the scope of the research design and resulting from inferences made from the evaluation and interpretation of the statistical data.

The secondary purpose of this chapter will be the presentation and consideration of the implications suggested by this investigation. Such implications will be drawn from the conclusions made from the findings obtained in Chapter IV.

The final phase of this chapter will be the consideration of possible recommendations for additional research in the problem area. Possible implementation of the findings, and any unresolved issues which have developed from the study.

Purpose of the Study:

The purpose of this study was to analyze the perceptions of public school negotiators toward specific legal and theoretical provisions for collective negotiations in public education. The analysis of these provisions would ascertain to what degree negotiators perceive the efficacy of how the specific provisions facilitate the negotiations process. The study would also reveal the negotiators attitude toward such current topics as tenure, regional negotiations,

community involvement in collective bargaining, and bargaining for supervisors and administrators.

The analysis using appropriate statistical procedures would also determine to what degree the perceptions of negotiators differed when controlled by negotiator type, school district type, years of experience and impasse experience.

The thrust of the study will indicate those areas of commonality of agreement among negotiators and will also identify those provisions in which there is a dichotomy.

CONCLUSIONS

Summary of Findings Related to the Review of the Literature:

The review of the literature brought the following concerns into focus: the impact of negotiations in the public sector on the institutions of society; the resolution of bargaining impasse; the unionization of the salaried professional; the political dimension of collective bargaining in the public sector; the adoption and the adaption of the private sector bargaining model for public education; the consideration of proposed and theoretical models for public sector bargaining.

In an examination of collective negotiations within the framework of the contemporary setting the literature emphasized two major problem areas confronting public institutions; the use of the strike by public employees, and related to this was the difficult problem of impasse resolution; the second major area of concern was the potential power organized public employee groups may have on the political processes, and related to this was the impact that employee groups may have on the governance of the institutions of society.

These problem areas discussed in the educational context revolved around two major issues; who is to be involved in the decision-making process and in the development of policies. This issue is especially acute in urban education where the demands for community control conflict with the demands of teachers seeking more professional input through collective bargaining. The point often stressed is that negotiations in public education are in all reality a multi-partite process. Questions were also posed about the impact of strikes on the educational process, and on the human dynamics of institutions. There were limited studies cited in this area.

In analysis of the provisions which exist for resolving impasse, it was noted that states vary in their kinds of impasse provisions. Many states used restrictive legislation, and punitive fines as a means to prevent impasses, especially the use of strikes by public employees as an impasse weapon. Other states have developed elaborate provisions such as "show cause" hearing, comprehensive mediation and fact-finding procedures conducted by public employment agencies for the sole purpose of resolving conflict at the bargaining table. A few states have enacted legislation allowing strikes by public employees after certain procedures have been followed, and generally if there is no "clear and present danger" to the public. The question of whether or not the strike model is appropriate for the public sector is rampart in the literature.

The nature of the bargaining process is discussed at length in the literature. Some view the process as primarily an economic means of determining equity and parity. Others perceive the process as a technique for conflict resolution; many place the connotation on the

process as a democratic means of distributing power. A few of the authorities cite that negotiations in the public sector are primarily political rather than economic, as the resolution of negotiation issues have to be resolved through the political process. The question posed by many in education is whether the pure bargaining model with the emphasis on the adversary process is suitable for education, which traditionally has viewed problem-solving as an integrative relationship of parties working on a cooperative basis. They maintain that the polarization inherent in the adversary approach is not appropriate for solving educational problems. However, others maintain that collective bargaining has allowed the powerless to have input into the decision-making process which previously was unilateral in practice, if not in philosophy.

Briefly alluded to was the impact of collective negotiations on the role of the administrator, particularly at the local school level. The principal seems to be the administrator who is facing an identity crisis. The superintendent views him as a member of the team, the front-line manager and the enforcer of the master agreement. The teachers still tend to see his function as an educator and as a person who can assist them with their problems with the institution.

The roles of governmental agencies and institutions have been changed by the collective bargaining process. What are the functions of civil service boards and of tenure commissions in terms of protecting the employee covered by master agreements? To what extent should government intervene in the negotiation process? Some experts in the field believe that governmental intervention destroys real collective bargaining. Others suggest that the failure of government to assert

its power in the public interest would allow for the destruction of public institutions.

The literature abounds with proposals to change the present provisions for collective negotiations in the public sector. Recommendations have been made suggesting compulsory arbitration, "show cause" hearings in the fact-finding process, arbitration of the last best offer, non-stoppage strikes and the use of labor courts to resolve bargaining impasses. Other suggestions recommended in the literature were the use of wage indices, state-wide negotiations and negotiations permitted only on economic issues.

There was some indication that the entry of states into solving the financial problems of public school districts would move the bargaining process to the state level. Professional, and public employee organizations may be required to bargain with the legislature in somewhat the same way the institutions of higher education do presently. Or the chief executive may be charged with the responsibility for the actual negotiations with the legislature approving the agreement and providing the necessary tax dollars.

Many of the provisions cited in the review of the literature were used on the survey instrument in the theoretical section.

Summary of the Research Design:

A two-part survey instrument was developed for the purposes of obtaining data from the field. The first part of the instrument consisted of provisions extracted from the federal and state public employment statutes covering various aspects of collective negotiations. The provisions ranged from those which could be considered restrictive

to those which could be considered "open" or less punitive in their intention.

The second part of the instrument cited various theoretical provisions advocated in the literature or found in the models of other countries. In addition, proposed legislation was also included in this section. An optional third part was attached to the questionnaire which permitted the respondents to make subjective comments about various facets of negotiations. The purpose of this section was to allow the respondent to ventilate his concerns and to offer opinions. This part of the survey instrument was not used in any part of the study as it was not subject to statistical analysis.

Respondents were asked to use a six categorical "Likert-type" scale labeled as follows: strongly disagree; disagree; slightly disagree; slightly agree; agree; strongly agree. The respondents were asked to rate the provision in terms of whether the intent of the provision would facilitate the negotiation process.

The instrument was sent to school superintendents and presidents of local school teacher organizations. These individuals were asked to forward the instrument to the chief negotiator for their school district or organization. Post cards were mailed to non-respondents reminding them to return the instrument or to ask for another one in case they had misplaced the first mailing.

The respondents consisted of 392 school negotiators of whom 243 represented school management and 149 represented teacher organizations. The respondent negotiators were a representative group of all possible school district types as categorized by the Michigan State Department of Education for the Michigan State Assessment Test.

This would include respondents from metro core areas, cities, towns, urban fringe communities, and rural areas. In addition, the negotiators varied in experience in terms of the years of experience at the bargaining table and also in the kinds of impasse experience or lack of impasse experience.

The statistical tests used in analyzing the data for the evaluation and interpretation purposes were the univariate T-test and the three-way analysis of variance. Other tests used were the product moment correlation test of dependent variables by independent strata groups and the one-way analysis of variance. The results of these tests were not used in the evaluation and interpretation of the data obtained from the survey instrument. Frequent consultations were made with the programmer and the Rackham Statistical Research Laboratory to verify the interpretations of statistical data generated on the computer printout.

Findings Related to the Rationale of the Study

The rationale for this study was based on the premise that there is a relationship between the human dynamics of the negotiation process and the provisions for collective negotiations. In essence, those provisions which negotiators perceive as facilitating the negotiation process are more viable than those provisions viewed as impeding the process.

Collective bargaining laws and provisions which are punitive, restrictive, or inequitable as discerned by either party may effect the bargaining relationships. This was one of the suppositions for this investigation; that if the identification and implementation of

those provisions which negotiators, as a group, feel are facilitory the negotiation process would be improved. The eradication of biased or reactionary provisions which tend to impede "good faith bargaining' would create a climate more conducive to "problem solving."

The findings support a general conclusion that negotiators perceive those provisions which facilitate the negotiation process as those which are more advantageous to their position as either a negotiator for school management or for a teacher organization.

Although there were areas of commonality, the dichotomy of agreement reflected the negotiator role, more so than any other dimension such as years of experience, school district type, or impasse experience. However, negotiators as a group, regardless of role tended to reject provisions which were excessively punitive or restrictive. Those provisions which may have been biased toward one particular group, did not receive extreme support from that group. The statistical variances indicated that group homogeneity was not statistically significant for most provisions. This suggests that although negotiators view the process from their particular role, and appear to view it as an adversary relationship, there is some indication they are cognizant of other viewpoints.

Findings Related to the Specific Research Questions and the General Objectives of the Study

1. Negotiators perceptions toward specific legal provisions found in enacted legislation are primarily determined by their negotiator role and experience rather than the type of school district or whether or not they have had impasse experience.

2. Negotiators as a group generally disagreed with alternative and theoretical provisions which differ from the provisions found in the present model. The negotiators for school management disagreed more with such provisions than those negotiators for teacher organizations. In general, the "innovative" provisions had little support from negotiators.
3. The rejection by negotiators of provisions which would permit "pure bargaining" non-governmental intervention and the use of the strike and the lockout, suggest that negotiators want specific legislation and expect some form of governmental involvement in the negotiation process.
4. Negotiators as a group disagreed with provisions which would provide for "decentralized bargaining" and multi-partite bargaining for urban areas. One can conclude that negotiators still view bargaining as a bilateral process.
5. Negotiators were divided by their role toward the concept on bargaining at the intermediate district level or some form of regional bargaining which would take place beyond the local school district. Teacher negotiators supported such provisions whereas school management disagreed.
6. School management negotiators disagreed with those provisions which would permit the bargaining over such items as teacher selection, evaluation, academic programs, and educational policies. Negotiators for teacher organizations considered such topics as being within the scope of negotiations and supported provisions which would mandate them as being bargainable.

7. The question of whether teachers covered by a master contract should also have the protection of tenure was responded to with slight diversity of agreement. Teacher negotiators disagreed with a provision which would substitute the protection of the master contract for tenure. School management negotiators' slightly agreed with the provision.
8. School management negotiators are not in agreement with teacher negotiators considering the "right to strike." Teacher negotiators supported a provision permitting the right to strike whereas school management negotiators disagreed. School management negotiators also rejected a provision which would allow the right to lockout.
9. The use of binding and compulsory arbitration as a means of resolving impasse was not wholly supported by any of the strata. Teacher negotiators did not reject binding arbitration by a governor's panel but did disagree with, as did school management negotiators, arbitration which could be overruled by legislative bodies.
10. The concept of joint labor-management decision-making and on-going negotiations was disagreed to by all negotiator strata. This suggests that negotiators view the present model, which has definitive contract periods and contractually determines what areas are subject to decision-making, as a more desirable model.

IMPLICATIONS

Based on the findings of the respondent population it can be

concluded that the perceptions of negotiators are determined by their negotiator role; negotiators perceived the private sector model as being viable for use in the public sector, and finally negotiators conceive of negotiations as being a bilateral process between two parties. The acceptance of the above conclusions, which also suggests that negotiators view negotiations as an adversary process and not as a cooperative problem-solving procedure. Some of the implications for those in education, especially urban education are many.

1. The acceptance of negotiations as an adversary process places a premium on the negotiators bargaining skills. The strategies at the bargaining table, the competitive game approach, the finesse, the use of deadlines and the procedures for impasse become of primary importance. The potential use of political power, the persuading and the use of public opinion often become more important than the issues.
2. When the adversary process fails in public education to resolve the issues, the resultant failure stimulates more antagonism with each party seeking to fault the other for the failure. The consequent involvement of the courts and the states in trying to resolve the impasse, mitigates collective bargaining.
3. The involvement of third parties in the bargaining process and the unofficial involvement of community, belies the bilateral nature of negotiations in the public sector. The imposition of political and public pressure changes the nature of the bargaining process. The attempt of the adversaries to appeal can result in the issues being resolved in

a way not suitable to either party. In education it can result in non-educators implementing changes in education.

4. Adversary bargaining will continue to change the human dimensions, and relationships. The authoritarian unilateral decision-making by a few in the administrative hierarchy has been diminished. The question of whether the adversary approach has truly brought about joint decision-making is only partially answered, as school administrators become more management-oriented, they may be unwilling to surrender what they consider are management prerogatives.
5. There is some evidence, as indicated in the review of the literature that adversary bargaining, to some extent, has provided an impetus for community involvement to the extent that local school advisory councils are assuming powers once reserved for boards of education. The selection of teachers, administrators and the power to evaluate their performance and to hold them accountable is gaining support; this trend is especially prevalent in urban areas.

In summary, the techniques and the bargaining process used in collective negotiations has implications for the other dimensions of education, students, parents and community. The model has been established and the best teacher is example, thus educators should not be surprised by the use of this model by other groups.

RECOMMENDATIONS

As a result of this investigation, and the consequent realization that it has probably left more questions unanswered, and that solutions

have not been provided for the questions generated, the following recommendations are made for consideration by groups and individuals who have an interest in this subject.

1. School negotiators should place less emphasis on the bargaining process and the development of bargaining strategies. They should redirect their efforts to use the inherent problem-solving mechanisms present in the negotiation process to reduce conflict at the bargaining table and to cooperatively resolve the educational problems along with those questions of economic equity.
2. The total educational community, including such state agencies as the State Department of Education and the State Board of Education, with representatives from the professional organizations and the legislature should determine the level of financial support which is necessary to maintain minimal standards in such areas as class size, the number of instructional hours, teacher planning time and instructional supplies and equipment. These standards would be included in the school code and would not be within the scope of bargaining. This should ameliorate many of the issues which are subject to impasse.
3. A task force consisting of individuals from all sectors of society representing community interests, the fields of law and education, members of the state legislature and boards of education, should examine the current legal provisions and structure for negotiations in public education to ascertain how the process, under the guidelines provided by enacted legislation, can be more responsive in facilitating collective negotiations

RECOMMENDATIONS FOR FUTURE RESEARCH

In a sense, the problems of negotiations in the public sector with the accompanying implications are so complex that in some areas such as impasse resolution and the impact of negotiations on the institutions of society, necessitates an investigation by a team of researchers rather than by an individual researcher.

The following recommendations are made, which are relative to this study in terms of potential research topics for individuals or groups:

1. In depth studies should be made of those school districts in which the present model for collective negotiations is perceived and utilized as a means for solving problems and in resolving conflict. In addition, alternative models, such as the T.V.A. joint labor-management model should be empirically evaluated to determine not only the efficacy of the model but also to ascertain whether the problem-solving mechanisms are adaptable for negotiations in the field of education.
2. Investigations should be made of impasse procedures such as "show cause hearings," last offer arbitration, etc., in terms of their effectiveness in reducing strikes in the field of education.
3. An analysis should be made of the impact of legal strike legislation on not only the bargaining process but also on the effectiveness of such legislation in reaching equitable settlements and in reducing impasses.
4. Intensive case studies should be undertaken by those trained in the appropriate social sciences to investigate the human relationships and the impact on the educational institution of lengthy work stoppages and disputes. What happens to the attitudes of community, teachers, students and administrators and what is the resultant behavior?

SUMMARY

The current milieu in education demands collective bargaining legislation which provides provisions that facilitate the negotiation process. The need for such legislation will become even more imperative as the public sector employee seeks parity with employees in the private sector.

This will be especially true of those professionals employed in public education. In addition, the educator will continue to press for more involvement in the decision-making process. Meanwhile, school administrators faced with limited resources and borrowing the management orientation from the private sector, is likely to attempt to "hold the line."

The situation becomes more acute in urban areas where the community perceives that public education has failed their children and the desire for accountability becomes more pressing. To some extent, community groups have been somewhat neutral but the advent of local school councils which were originally intended to be advisory in nature, now actively seek a role in the decision-making process, via negotiations presents a premonitory challenge to all involved in collective negotiations in public education.

Before this study was implemented, a preliminary examination of the dissertation abstracts and the related professional literature revealed that although there were several studies related to legal provisions, and collective bargaining legislation, none had attempted to ascertain the perceptions of negotiators toward specific legal and theoretical provisions in terms of how well the provision(s) facilitated the negotiation process. The rationale of this study was premised on the supposition that there is a relationship between perceptions and

behavior and consequently the perceptions that negotiators may have of negotiation provisions may determine negotiation behavior.

This study attempted to discover and analyze those perceptions in order to determine which provisions could be modified; what innovative or alternative models would be acceptable to negotiators, and to objectively report in what areas negotiators had a commonality, and also a dichotomy of agreement. The significance of this study and its primary purpose was, that based on an analysis of the perceptions of school negotiators scholarly insight could be provided to those concerned with collective negotiations in public education.

The enactment of collective negotiation legislation which reflects political expediency, and is a negative reaction to traumatic events could possibly result in legislation which is punitive and restrictive. The findings of this study very strongly suggest that school negotiators reject extremism and consequently would not find such legislation palliative or conducive to the negotiation process.

In conclusion, the findings suggest that the best legislation for negotiations in the public sector is that legislation which contains provisions that facilitate the negotiation process. If negotiators as a group perceive that the legal provisions for negotiations are equitable, it is hoped that these perceptions will be reflected in their behavior at the bargaining table. The adversary process can be used as a means for not only solving problems of economic equity, but also those other problems facing the educational community.

As Kruger summarizes,

> Collective bargaining will work if the parties want to make it work, and conversely it will fail if the parties abuse their respective powers and if they are not sensitive to the limitations of the process...If they fail to do so, additional legislation will be enacted that in all probability will place restrictions on the rights of the parties participating in collective bargaining.[1]

Footnotes

[1]Daniel H. Kruger. "The Teachers Role in Collective Bargaining." Urban Schooling, edited by Herbert C. Rudman and Richard Featherstone. (New York: Harcourt, Brace and World, Inc.), p. 115.

APPENDIX A

METROPOLITAN DETROIT BUREAU OF SCHOOL STUDIES, INC.

FAIRMONT BUILDING, WAYNE STATE UNIVERSITY
480 MERRICK STREET
DETROIT, MICHIGAN 48202

AREA CODE: 313
831-8946
831-8613

Executive Director
Dr. Gerald G. Monsegh

The Bureau is considering the endorsement of a dissertation centered on impasse resolution during collective negotiations in public education.

As you know the failure to resolve impasse at the bargaining table can have serious consequences as witnessed by the recent situation in Newark, New Jersey.

The purpose of this proposed study and the related research would be to ascertain:

1. The educational, social, political and economic impact of impasse resolution on Michigan school districts that have had any of the following: mediation, fact-finding, strikes, lockouts, sanctions, court injunctions and court settlements.
2. What commonality exists in the implementation of present impasse procedures and the results that are obtained?
3. What are the present provisions as provided by legislation or practices that exist in other states and Canada for impasse resolution?
4. What alternative models exist in other fields for impasse resolution?

As an authority working in the field of collective negotiations or one who is concerned with the procedures, and consequences of the impasse process, we would appreciate your comments as to the feasibility and potential value of this study, related topics that should be included, ideas that may be considered, and any information that would provide additional insight.

Sincerely yours,

Seibert R. Lohr
Research Assistant
Metropolitan Detroit Bureau
of School Studies, Inc.
Doctoral Candidate
The University of Michigan

SRL/fk

RESEARCH STUDY: Models For Resolving Impasse During Collective Negotiations in Public Education.

STATE _____

RESPONDENT _____ **TITLE** _____

1. Does your state have a collective negotiations law permitting negotiations between teachers and boards of education?

   ___ Yes ___ No

2. Does the act provide for impasse procedures? (In the event that teachers and board of education cannot agree.)

   ___ Yes ___ No

3. If the act provides for impasse procedures, does it specify the following processes: Please check appropriate box.

   ___ Mediation
   ___ Fact-Finding
   ___ Arbitration - Non compulsory
   ___ Arbitration - Compulsory
   ___ Arbitration - Binding
   ___ Other - Describe _____

4. If the act provides specifically for fact-finding, does it specify the kinds of data and evidence the fact-finder must use?

   ___ Yes ___ No

5. Is there a provision in the law that states guidelines or rules for the fact-finder to follow in obtaining information?

   ___ Yes ___ No

6. Is there a law or provision in the law prohibiting teacher strikes?

   ___ Yes ___ No

7. Have the courts in your state issued injunctions against teacher strikes?

   ___ Yes ___ No

Would you please send a copy of your law and any other relevant material in the enclosed envelope or indicate where it could be obtained.

_____

_____

_____

8. Is there any person in your state who is considered knowledgeable about this topic. If possible provide his name and address.

_____

_____

Room 504 S.E.B.
610 S. University Ave.
University of Michigan
Ann Arbor, Michigan
February 14, 1973

Dear Superintendent:

Since the M.A.S.A. nor the Metropolitan Detroit Bureau of School Studies have a current list of chief negotiators for each local school district, it was recommended that the enclosed material be sent directly to each school superintendent for forwarding to the chief negotiator for his district.

If in fact you are the chief negotiator, would you please complete and return the enclosed questionnaire? Through your cooperation it will be possible to obtain "grass roots" input concerning collective negotiations legislation.

Thank you for your assistance.

Seibert Lohr
Doctoral Candidate
University of Michigan

Room 504 S.E.B.
610 S. University Ave.
University of Michigan
Ann Arbor, Michigan
February 14, 1973

Dear President:

Since the Professional Negotiations Office of the M.E.A. does not have a current mailing list of chief negotiators for local associations it was recommended that the enclosed material be sent directly to each president.

Through your cooperation in asking the chief negotiator for your association to complete and return the enclosed survey it will be possible to obtain "grass roots" input concerning collective negotiations legislation such as reported on in the June 8th issue of Teacher's Voice.

Thank you for your assistance.

Seibert Lohr
Doctoral Candidate
University of Michigan

Room 504 S.E.B.
610 S. University Ave.
University of Michigan
Ann Arbor, Michigan
February 14, 1973

Dear Chief Negotiator:

As you have probably read, new legislation is being considered at both the federal and state level concerning the provisions for public employment collective bargaining. At the State level, this could entail a revision of the present Public Act 379; at the Federal level, this would be an enabling act, which, if passed could supersede the various state acts.

At present, the existing legislation, or lack of legislation varies considerably among the states for public employment collective bargaining, especially in the field of education. Organizations and individuals have recommended and submitted various proposals to the Congress and state legislatures for consideration by these legislative bodies. Undoubtedly these will be examined with alternative provisions and models from other sources.

Since the chief negotiators are the implementors of any negotiation law, and since they are more knowledgeable of what would constitute equitable legislation which would facilitate the collective bargaining process, it is thought that an intensive research study could be made of their perceptions of not only current provisions, but also proposed legislation and alternative models. As a doctoral candidate at the University of Michigan, this area of the collective bargaining process has been selected for research. Anonymity of the respondents will be guaranteed.

The results of this study will be made available to the respondents and those individuals and/or groups who have a scholarly interest who are concerned with collective bargaining from the legislative viewpoint.

The enclosed questionnaire should be interesting, informative and not too time consuming in completing.

Thank you for your cooperation.

Sincerely,

Seibert Lohr

Seibert Lohr
Doctoral Candidate
University of Michigan

SL/fk
Enclosure

June 1, 1973

Dear Negotiator:

Last month you received a questionnaire titled "Perceptions of Chief Negotiators Toward Models for Collective Negotiations." Its major purpose was to obtain input from practicing negotiators about current and proposed legislative provisions for collective bargaining. Before entering the data into the computer we would like your input. Would you please complete the questionnaire and return it in the stamped addressed envelope, which was provided, to the School of Education, University of Michigan, Rm. 504 S.E.B., Ann Arbor, Michigan 48104. Due to a limited budget it is not possible to send additional questionnaires. If you misplaced your questionnaire and desire another one, send a postcard request to the above address. Thank you for your cooperation.

Seibert R. Lohr
Doctoral Candidate

CODE_____

PERCEPTIONS OF SCHOOL NEGOTIATORS TOWARD SPECIFIC PROVISIONS IN COLLECTIVE NEGOTIATION MODELS

QUESTIONNAIRE

PART I. School District Information

_____
Name of School District State Code

_____
Street Address Telephone

_____
City State Zip Code

Number of instructional staff_____

Number of administrative staff_____

Number of non-instructional staff_____

PART II. Negotiator Information

_____
Name of person completing questionnaire (optional)

Classification_____

Years of experience as a negotiator_____

Number of years represented board_____

Number of years represented association or union_____

Check the following if you have had experience as a negotiator in

fact-finding _____
mediation _____
arbitration _____
strike _____

NOTE: The information on this questionnaire will be treated statistically and no mention will be made of specific school districts or persons. The questionnaire will only be seen by the researcher and after coding the cover sheet will be destroyed.

QUESTIONNAIRE

General Comments

Purpose of the questionnaire is to determine the perceptions of school negotiators about specific legal provisions concerning certain aspects of collective bargaining that presently exist in either the federal or state public employment acts.

Marking the Questionnaire--The two main parts of the questionnaire consist of specific legal provisions which have been extracted from collective negotiation laws, provisions from other models, proposed legislation and alternative models other than the current negotiation's model. Read each provision carefully and then determine to what degree you disagree or agree with the intent of the provision in terms of the provision aiding the process of collective negotiations. To indicate the degree of agreement or disagreement use the following rating scale as a guide in marking the questionnaire.

Explanation of Rating Scale--

Strongly Agree--Provision is of extreme importance and should be part of any public employment act.

Agree--Provision is one of moderate importance and should be part of any public employment act.

Slightly Agree--Provision is one in which you agree with the intent but it does not necessarily have to be part of any public employment act.

Slightly Disagree--Provision is one in which you disagree with the intent but it does not necessarily matter whether it is or is not to be part of the public employment act.

Disagree--Provision is one in which you disagree with the intent and it should not be part of any public employment act.

Strongly Disagree--Provision is of extreme importance and should NOT be part of any public employment act. (It is important that it does not become law.)

The third part of questionnaire is optional and is available to afford you the opportunity to make comments or to clarify responses.

QUESTIONNAIRE PART I

MARKING the Questionnaire--Following are descriptions of current legislative provisions for public employment collective bargaining. Use rating scale below to indicate the degree of agreement or disagreement with the provision.

EXAMPLE: Public school teachers may strike thirty days following the fact finders report.

Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree

Place a check mark under the column that best reflects your perception of the provision.

Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree

1. Impasse deem to exist if parties have not reached agreement at least 60 days prior to budget submission.

2. If both parties reject fact-finding the legislative body shall require both parties to show cause for rejection and explain their positions in respect to the fact-finding report.

3. Employee organization can lose its bargaining rights if it violates provisions of the act.

4. Parties are to establish lawful procedures and steps for conferring upon and considering recommendations and improvements in personnel policies and changes in classifications and allocations.

5. Parties are to negotiate to establish lawful procedures and steps for mediation and fact-finding.

6. Every agreement shall contain a no strike clause. Every agreement shall be approved by the attorney general or his deputy.

Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree

7. Those found guilty of a strike against the state or local government can receive the following penalities - organization $50,000 fine; individual officer $1,000 per day; employees, dismissal or suspension, withhold of salaries.

8. No school board of any public school district in the state shall be required to meet or confer with the representatives of any organization unless a majority of the board agree.

9. May negotiate salaries, employee benefits and working conditions which are defined as physical conditions.

10. All impasse costs will be divided equally between the parties.

11. State or any political subdivision may enter into a contract with a labor organization whose members furnish services to the state . . . nothing contained in this chapter requires the state or political subdivision to enter into a union contract.

12. The terms of such a contract shall be binding on the legislative body of the town unless rejected in thirty days . . . if not the legislative body will appropriate the necessary money to carry out the terms of the contract.

13. In the event of impasse the governor shall appoint an arbitration panel of 10 to 20 members to render a decision which shall be binding.

Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree

14. Negotiating council shall consist of proportionate members of the total number of members in each organization. Chairman shall be selected by the council.

15. A public school employee board shall meet and confer with representatives of employee organization concerning wages and hours, working conditions, all educational matters, textbook selection, content of courses and curricula and other aspects of the instructional program.

16. Labor organizations seeking recognition shall submit to the agency a roster of its officers and representatives, a copy of its constitution and bylaws and a statement of its objectives.

17. However the obligation to meet and confer does not include matters with respect to the mission of the agency, its budget, its organization, the number of employees, and the numbers, type of grades, positions or employee assigned to an organizational work project, the techniques of performing its work, or internal security practices.

18. Employee organization must maintain democratic practices . . . exclude from office Communist or other totalitarian movements, maintain fiscal integrity . . . shall file financial reports.

19. Unfair labor practices are prohibited by both employer and employee groups and grievances may be filed by either.

Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree

20. Maintenance of membership - all employees who have joined employee organization must remain members for the duration of the collective bargaining agreement. Employees may resign 15 days prior to any such agreement.

21. Public Employee Relations Board should determine the appropriateness of a unit by its community of interest but cannot include both professional and non-professional or first level supervision employees.

22. Public employers are not required to bargain over matters of inherent managerial policy.

23. The public employer . . . is not required to bargain with units of first line supervision or their representatives but is required to meet and discuss with first line supervisors or their representatives.

24. Strikes are permitted if there is no clear and present danger or threat to the public safety . . . impasse procedures must have been completely utilized.

25. No person who is a member of an organization that has a vested interest in the outcome of negotiations shall participate as a representative for the public employer.

26. Binding arbitration is permissable with the provision the decision of the arbitrator which require legislative enactment shall be considered advisory only.

QUESTIONNAIRE

PART II

Marking the Questionnaire--Following are descriptions of proposed legislation for public employment collective bargaining or examples of alternative models that differ from the current model. Use the same rating scale to indicate the degree of agreement or disagreement with the provision or the model.

Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree

1. Right to strike during bargaining for collective agreements--with equal right to lockout--however if either party "is calculated unduly to disturb important social functions matter is referred to Public Service Council which can void, limit, or end the dispute."

2. Negotiation impasses are resolved by the bargaining agent either selecting compulsory arbitration with no right to strike or conciliation with the right to strike. The public employer must submit a list of designated employees which may not strike if the health and safety are not involved.

3. Statute requires that every teacher must belong to the professional teachers federation and the organization is responsible for the disciplining of teachers or in applying sanctions against the teacher and/or the school district. No strikes are permitted but mass resignations or failure to sign contracts can take place on September 15 and February 15.

4. Non-stoppage strikes would be permitted. Public employer and employees would pay into a special fund a certain percentage of total cash wages thus creating pressure to settle the dispute. A Triparty Public Purposes Committee would apply the money to short term projects.

Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree

5. Graduated strikes would be permitted in which employees would stop working during certain portions of their usual work week and suffer comparable damages in wages. Certain fringes would continue.

6. School districts that have been "decentralized" would bargain at the decentralized level through multi-lateral bargaining consisting of representatives from school management, teachers" union and representatives from the community advisory councils.

7. Tenure laws would not be applicable to employees covered by a master contract obtained through collective bargaining in which the employee is a member of the bargaining unit and who has the protection of the provisions of the negotiated contract.

8. Joint-union-management council consisting of representatives from the state or the public employer and representatives from the public employee organizations have the responsibility to assist in the mediation, negotiating and the settlement of impasses during the negotiation of new contracts.

9. Arbitration in resolving bargaining impasses would be based on its findings on the following factors--"interest and welfare of the public, financial ability of the governmental unit to meet the cost, comparison of wages, hours and working conditions with public and private employers performing similar services, average consumer prices, or cost of living, overall compensation including direct and indirect wage compensation.

10. Federal Collecting Bargaining statue making bargaining mandatory for school districts. The Federal law would supercede the existing laws of the states unless the state law was comparable.

Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree

11. Centralized or state-wide negotiations of salaries and fringe benefits by representatives from the professional education association representing all professional educational personnel (teachers, administrators, supervisors) and representatives from the school board association representing school districts. The state board of education would provide resource people for both sides.)

12. Faculties would be given the responsibility for developing the academic program, the selection, evaluation and promotion of teacher. (Economic matters would follow the collective bargaining model.)

13. Negotiations for salaries and economic fringe benefits are negotiated at the intermediate (or county) district for all school districts within that intermediate district by representatives from school management and the teacher associations. Negotiation of non-economic such as duties, teaching assignments, transfers would be the responsibility of the local school district, and teachers association.

14. All professional and non-professional would be placed on Civil Service in which the laws and provisions cover other state employees, and employment would be applicable. Placement of personnel would be determined by eligibility lists.

15. The administration and enforcement of the collective bargaining laws for public employment would be a special Public Employee Relations Board created to handle public employment disputes, mediation, fact-finding, arbitration, grievances, complaints.

16. Labor courts would be created as the final court of last resort in which they would have the power to issue subpoenas, examine records, cross-examine witnesses, and issue binding rulings in negotiated disputes, or in contract interpretation.

Strongly Disagree	Disagree	Slightly Disagree	Slightly Agree	Agree	Strongly Agree

17. Current legislation would be repealed and provisions for governmental assistance in contract negotiations would discontinue. Public employer, and public employee would negotiate the provisions for resolving impasse. Strike and lockout permitted as long as public safety, health and welfare are not jeopardized.

18. Continuous meetings of the joint management-labor team to determine cooperatively changes of procedures, work assignments, methodology, solving complaints. No formal procedures written in contract form.

19. Professional association recommends the range of pay scales with no professional accepting less than the minimum. Certification, licensing and admission to the profession is through the professional association.

OPTIONAL

PART III - Comment Sheet

Comment upon any of the following from the viewpoint of what legislation should, or should not pertain to the item. It is not necessary to comment on each item.

1. Scope of bargaining

2. Mediation

3. Fact-finding

4. Unfair labor practice(s)

5. Arbitration

6. Strike

7. Employment Relations Commission

8. State Department of Education

9. Representation

10. Agency Shop

11. Grievance

12. Management Rights

13. Administrators and Supervisors

14. Lockout

15. Impasse Procedure(s)

16. Length of Negotiated Contract

17. Tenure

18. Length of Negotiations

19. Budget Deadline, State Aid, etc.

20. Other

APPENDIX B

TABLE 3.1.--Framework of the research design.

INDEPENDENT VARIABLES		DEPENDENT VARIABLES		
VAR. NUMBER	VARIABLE STRATA	PART I VARIABLE NUMBER	VARIABLE STRATA	SURVEY ITEMS ON INSTRUMENT
1	Negotiator Type	53	Impasse	1, 2, 3, 10
3	School District Type	54	Bargaining Procedures	4, 5, 8, 11, 12
4	Experience (Low-High)	55	Strike	6, 7, 24
5	Experience (Actual yrs.)	56	Scope of Bargaining	9, 15, 17, 22, 23
6	Experience Impasse (Yes-No)	57	Representation	14, 16, 18, 20, 21, 25
7	Type of Impasse Experience	58	Binding Arbitration	13, 26
		59	Part I Global Means	
		PART II VARIABLE NUMBER	VARIABLE STRATA	SURVEY ITEMS ON INSTRUMENT
		60	Impasse	8, 9, 16, 17
		61	Bargaining Procedures	6, 10, 15, 18
		62	Strike	1, 4, 5
		63	Scope of Bargaining	2, 12, 13
		64	Representation	3, 7, 11, 14, 19
		65	Part II Global Means	
		66	Total Global Means	

TABLE 4.15.--Means and variances for Variable 53 for impasse category by all strata for Part I of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	3.51	.119	390	.770	1.1747	242,148
Teacher Organization	3.50			.904		
Urban	3.44	2.124*	375	.681	1.219	158,217
Rural	3.64			.559		
Low Experience	3.64	1.989*	382	.850	1.0760	117,265
High Experience	3.43			.790		
Impasse	3.44	2.440*	384	.806	1.019	92,292
Non-Impasse	3.70			.790		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.16.--Means and variances for Variable 54 for bargaining procedure category by all strata for Part I of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	3.27	2.92**	390	.705	1.368*	242,148
Teacher Organization	3.51			.515		
Urban	3.24	3.643***	375	.681	1.210	217,158
Rural	3.54			.558		
Low Experience	3.61	4.087***	382	.595	1.067	117,265
High Experience	3.25			.636		
Impasse	3.29	3,182**	384	.662	1,173	292,92
Non-Impasse	3.59			.564		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.17.--Means and variances for Variable 55 for strike category by all strata for Part I of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	3.43	10.955***	390	.861	1.912	242,148
Teacher Organization	2.48			.450		
Urban	3.05	.804	375	.940	1.047	217,158
Rural	3.13			.897		
Low Experience	2.84	3.105**	382	.795	1.204	117,265
High Experience	3.16			.958		
Impasse	3.13	1.998*	38	.944	1.165	292,92
Non-Impasse	2.90			.810		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.18.--Means and variances for Variable 56 for scope of bargaining category by all strata for Part I of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	4.00	4.561***	390	.361	2.294***	148,242
Teacher Organization	3.65			.828		
Urban	3.82	1.842	375	.605	1.316	217,157
Rural	3.96			.460		
Low Experience	3.80	1.171	382	.664	1.280	117,265
High Experience	3.90			.519		
Impasse	3.86	.328	384	.591	1.19	292,92
Non-Impasse	3.89			.494		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.19.--Means and variances for Variable 57 for representation category by all strata for Part I of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	2.71	5.952***	389	1.282	1.316*	148,241
Teacher Organization	3.45			1.688		
Urban	2.92	1.326	374	1.622	1.081	217,157
Rural	3.10			1.501		
Low Experience	3.31	3.416***	381	1.597	1.064	117,264
High Experience	2.84			1.501		
Impasse	2.89	2.737	383	1.005	1.117	291,92
Non-Impasse	3.29			.942		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.20.--Means and variances for Variable 58 for binding arbitration category by all strata for Part I of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	3.93	.188	390	.504	1.535*	148,242
Teacher Organization	3.94			.773		
Urban	3.90	1.111	375	.520	1.292*	158,217
Rural	3.99			.627		
Low Experience	4.08	2.361*	382	.679	1.235	117,265
High Experience	3.88			.550		
Impasse	3.93	.199	384	.573	1.24	92,292
Non-Impasse	3.93			.714		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.21.--Global means and variances for all strata for Variable 59 of Part I of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	3.65	2.28*	390	.234	1.54***	242,148
Teacher Organization	3.52			.362		
Urban	3.55	3.077**	375	.252	1.164	217,158
Rural	3.71			.294		
Low Experience	3.67	1.810	382	.380	1.601***	117,265
High Experience	3.57			.237		
Impasse	3.58	1.905	384	.273	1.179	29,292
Non-Impasse	3.70			.320		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.22.--Means and variances for Variable 60 for impasse category by all strata for Part II of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	3.31	8.75***	387	.676	1.23	246,147
Teacher Organization	4.04			.546		
Urban	3.53	1.29	372	.714	1.137	156,216
Rural	3.65			.812		
Low Experience	3.80	3.456***	379	.675	1.114	264,115
High Experience	3.47			.752		
Impasse	3.53	1.783	381	.794	1.358*	291,90
Non-Impasse	3.72			.585		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.23.--Means and variances for Variable 61 of bargaining procedures category by all strata for Part II of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	2.93	7.890***	389	.692	1.096	241,148
Teacher Organization	3.61			.631		
Urban	3.11	1.610	374	.727	1.08	158,216
Rural	3.26			.786		
Low Experience	2.43	3.699***	381	.854	1.197	117,264
High Experience	3.07			.714		
Impasse	3.15	1.222	383	.780	1.002	
Non-Impasse	3.29			.777		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.24.--Means and variances for Variable 62 of strike category by all strata for Part II of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	2.26	4.740***	388	.920	1.043	148,240
Teacher Organization	2.73			.960		
Urban	2.39	.986	373	.968	1.070	157,216
Rural	2.49			1.036		
Low Experience	2.59	2.065*	380	1.06	1.117	116,264
High Experience	2.367			.949		
Impasse	3.16	1.22	383	.780	1.002	292,91
Non-Impasse	3.29			.779		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.25.--Means and variances for Variable 63, scope of bargaining category by all strata for Part II of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	2.61	13.405***	388	.859	1.29	147,241
Teacher Organization	3.97			1.11		
Urban	3.53	1.29	372	.715	1.14	156,216
Rural	3.65			.813		
Low Experience	3.81	3.45***	379	.675	1.114	
High Experience	3.47			.753		
Impasse	3.05	2.000*	382	1.266	1.408	90,292
Non-Impasse	3.33			1.78		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.26.--Means and variances for Variable 64, representation category by all strata for Part II of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	2.70	5.922***	389	.661	1.0195	148,241
Teacher Organization	3.20			.674		
Urban	2.82	2.14	374	.715	1.012	158,216
Rural	3.01			.727		
Low Experience	3.02	2.000*	381	.716	1.018	264,117
High Experience	2.83			.729		
Impasse	2.87	.849	383	.735	1.01	292,91
Non-Impasse	2.95			.722		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.27.--Global means for variances for Variable 65 of Part II of the survey instrument for theoretical provisions.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	2.79	11.24***	389	.38665	1.105	242,148
Teacher Organization	3.51			.34990		
Urban	3.00	1.723	374	.458	1.204	158,210
Rural	3.14			.551		
Low Experience	3.29	4.181***	381	.531	1.106	264,117
High Experience	2.97			.459		
Impasse	3.02	1.85	383	.479	1.106	29,291
Non-Impasse	3.17			.530		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.28.--Global means and variances for Variable 66 for Parts I and II of the survey instrument.

Strata	Means	T-Test Statistic	D.F.	Variances	F-Test Statistic	D.F.
Management	3.29	4.716***	390	.201	1.241	242,148
Teacher Organization	3.52			.249		
Urban	3.32	3.026**	375	.198	1.333	217,158
Rural	3.47			.264		
Low Experience	3.51	3.77***	382	.272	1.342*	117,382
High Experience	3.312			.203		
Impasse	3.34	2.34*	384	.217	1.238	29,292
Non-Impasse	3.47			.269		

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.29.--Correlation of categorical clusters, Part I and Part II of the survey instrument.

	VAR 53	VAR 54	VAR 55	VAR 56	VAR 57	VAR 58	VAR 59	VAR 60	VAR 61	VAR 62	VAR 63	VAR 64	VAR 65	VAR 66
VAR 53	1.00													
VAR 54	.44**	1.00												
VAR 55	.19**	.21**	1.00											
VAR 56	.36**	.31**	.24**	1.00										
VAR 57	.31**	.28**	-.03	.16**	1.00									
VAR 58	.41**	.27**	.15*	.33**	.31**	1.00								
VAR 59	.72**	.66**	.44**	.67**	.47**	.70**	1.00							
VAR 60	.22**	.23**	-.14*	-.04	.43**	.23**	.21**	1.00						
VAR 61	.15*	.13*	-.12	-.02	.31**	.13**	.12	.54**	1.00					
VAR 62	.22**	.11	.12	.05	.28**	.25**	.27**	.49**	.41**	1.00				
VAR 63	.10	.18**	-.18**	-.07	.34**	.20**	.12	.60**	.51**	.51**	1.00			
VAR 64	.19**	.16*	.01	.07	.34**	.18**	.21**	.38**	.40**	.38**	.51**	1.00		
VAR 65	.23**	.21**	-.08	.00	.45**	.26**	.24**	.78**	.75**	.71**	.82**	.73**	1.00	
VAR 66	.60**	.56**	.23**	.43**	.59**	.61**	.79**	.62**	.55**	.61**	.59**	.59**	.78**	1.00

Degrees of Freedom -- *P $\angle$ .05 = .13
**P $\angle$ .01 = .17

TABLE 4.30.--Means and variances for dependent variables for Part I and Part II of the survey instrument related to impasse for negotiator strata.

Item	Variable	Mean for Management	Mean for Association	T-Test Statistic	D.F.	Variance for Management	Variance for Association	F-Test Statistic	D.F.
Part I									
1	8	2.25	3.21	6.893***	376	1.645	1.86	1.136	140,236
2	9	3.4	4.58	7.285***	384	2.73	1.905**	1.437	237,142
3	10	4.47	2.16	14.870***	383	2.10	2.29	1.087	145,238
10	17	3.90	4.04	.775	383	2.87	2.78	1.033	238,145
Part II									
8	41	3.47	4.17	4.772***	379	2.12	1.59	1.330*	233,146
9	42	3.98	4.74	5.190***	380	2.12	1.43	1.527**	
16	49	3.19	4.33	7.822***	385	2.02	1.85	1.094	240,145
17	50	2.61	2.90	2.029*	382	1.74	1.82	1.04	145,237

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.31.--Means and variances for Part I and Part II of the survey instrument for dependent variables related to impasse by school district strata.

Item	Variable	Mean for Urban	Mean for Rural	T-Test Statistic	D.F.	Variance for Urban	Variance for Rural	F-Test Statistic	D.F.
Part I									
1	8	2.55	2.73	1.217	362	1.94	2.01	1.037	153,209
2	9	3.71	4.01	1.756	370	2.87	2.60	1.101	212,158
3	10	3.62	3.66	.186	369	3.67	3.07	1.196	213,156
10	17	3.87	4.11	1.346	368	3.22	2.31	1.39	212,156
Part II									
8	41	3.64	3.91	1.81	369	2.09	1.90	1.100	211,153
9	42	4.22	4.36	.924	365	2.09	1.97	1.063	211,154
16	49	3.60	3.59	.482	370	2.21	2.35	1.066	156,214
17	50	2.68	2.75	.493	370	1.55	2.09	1.346*	155,212

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.32.--Means and variances for Parts I and II of the survey instrument for dependent variables related to impasse by experience strata.

Item	Variable	Mean for Impasse	Mean for Non-Impasse	T-Test Statistic	D.F.	Variance for Impasse	Variance for Non-Impasse	F-Test Statistic	D.F.
Part I									
1	8	3.09	2.37	4.789***	368	2.03	1.73	1.18	115,253
2	9	4.40	3.57	4.683***	376	1.99	2.87	1.45	259,117
3	10	3.00	3.85	4.23***	375	3.29	3.28	1.065	116,259
10	17	4.01	3.95	.357	375	2.53	2.99	1.18	259,116
Part II									
8	41	4.01	3.62	2.457*	372	1.71	2.15	1.258	258,114
9	42	4.59	4.11	2.99**	372	1.43	2.26	1.58**	259,113
16	49	3.78	3.52	1.55	377	2.39	2.19	1.09	115,262
17	50	2.83	2.67	1.12	375	1.62	1.85	1.14	262,113

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.33.--Means and variances for Parts I and II of the survey instrument for dependent variables related to impasse for negotiator by impasse strata.

Item	Variable	Mean for Low Experience	Mean for High Experience	T-Test Statistic	D.F.	Variance for Low Experience	Variance for Low Experience	F-Test Statistic	D.F.
Part I									
1	8	2.50	2.88	2.25*	370	1.79	2.22	1.24	90,280
2	9	3.67	4.34	3.477	378	2.67	2.58	1.04	286,92
3	10	3.65	3.45	.92918	377	3.40	3.48	1.023	91,286
10	17	3.90	4.11	1.019	377	2.87	2.84	1.009	288,85
Part II									
8	41	3.65	4.03	2.26*	373	2.13	1.62	1.308	284,85
9	42	4.13	4.65	3.05**	374	2.20	1.32	1.671**	284,90
16	49	3.62	3.55	.375	379	2.26	2.27	1.007	90,289
17	50	2.75	2.61	.829	376	1.80	1.71	1.05	289,87

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.34.--Means and variances for Parts I and Part II of the survey instrument for dependent variables related to bargaining procedures by negotiator strata.

Item	Variable	Mean for Management	Mean for Association	T-Test Statistic	D.F.	Variance for Management	Variance for Association	F-Test Statistic	D.F.
Part I									
4	11	2.99	4.92	12.712***	380	2.69	1.07	2.52***	235,145
5	12	3.27	4.50	7.39***	381	2.81	2.00	1.41**	235,146
8	15	2.68	1.21	10.512***	388	2.60	.49	5.27***	241,147
11	18	4.04	2.77	8.06***	374	2.006	2.552	1.27*	140,234
12	19	3.46	4.16	4.32***	362	2.29	2.27	1.01	223,139
Part II									
6	39	2.56	2.98	2.80	367	1.89	2.17	1.144	143,224
10	43	2.51	4.74	14.858***	386	2.26	1.74	1.31	238,148
15	48	3.77	4.14	2.420	381	2.47	2.46	1.006	237,145
18	51	2.86	2.53	2.16	382	2.03	2.35	1.157	147,235

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.35.-- Means and variances for Part I and Part II of the survey instrument for dependent variables related to bargaining procedures by school district strata.

Item	Variable	Mean for Urban	Mean for Rural	T-Test Statistic	D.F.	Variance for Urban	Variance for Rural	F-Test Statistic	D.F.
Part I									
4	11	3.63	3.78	.774	369	3.67	3.07	1.053	154,213
5	12	3.57	2.54	1.90	366	3.16	2.54	1.24	210,156
8	15	2.06	2.27	1.313	373	2.20	2.54	1.151	158,215
11	18	3.33	3.96	3.732***	360	2.66	2.249	1.181	208,152
12	19	3.65	3.90	1.474	348	2.64	2.07	1.272	202,146
Part II									
6	39	2.44	3.08	4.23***	352	1.67	2.37	1.419	147,205
10	43	3.32	3.37	.310	371	3.27	3.26	1.001	214,157
15	48	3.90	3.89	.109	366	2.16	2.17	1.007	153,213
18	51	2.75	2.68	.466	367	2.16	2.10	1.03	212,155

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.36.--Means and variances for Part I and Part II of the survey instrument for dependent variables related to bargaining procedures by experience strata.

Item	Variable	Mean for Low Experience	Mean for High Experience	T-Test Statistic	D.F.	Variance for Low Experience	Variance for High Experience	F-Test Statistic	D.F.
Part I									
4	11	4.16	3.53	3.326***	372	2.34	3.10	1.324	258,114
5	12	4.36	3.45	4.99***	373	1.81	3.07	1.686	257,116
8	15	1.814	2.252	2.639	381	1.98	2.39	1.204	264,117
11	18	3.62	3.54	.470	367	2.25	2.61	1.01	254,113
12	19	4.17	3.56	3.502***	355	1.74	2.58	1.48	245,110
Part II									
6	39	3.15	2.54	3.765***	361	2.22	1.89	1.176	108,253
10	43	4.04	3.07	4.97***	378	2.71	3.21	1.18	262,116
15	48	3.75	3.96	1.345	373	2.36	2.07	1.14	114,259
18	51	2.76	2.70	.312	374	2.30	2.11	1.09	114,260

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.37.--Means and variances for Part I and Part II of the survey instrument for dependent variables related to bargaining procedures by impasse strata.

Item	Variable	Mean for Impasse	Mean for Non-Impasse	T-Test Statistic	D.F.	Variance for Impasse	Variance for Non-Impasse	F-Test Statistic	D.F.
Part I									
4	11	3.58	4.11	2.56**	374	2.95	2.69	1.092	284,90
5	12	3.56	4.18	3.09**	375	2.96	2.30	1.286	283,92
8	15	2.12	2.13	.392	382	2.36	2.15	1.090	286,92
11	18	3.55	3.66	.568	368	2.60	2.54	1.024	286,88
12	19	3.71	3.87	.846	356	2.36	2.40	1.017	87,269
Part II									
6	39	2.703	2.82	.659	362	2.05	2.10	1.025	83,279
10	43	3.24	3.74	2.33*	380	3.16	3.24	1.026	91,289
15	48	3.93	3.83	.577	375	2.14	2.19	1.018	90,285
18	51	2.75	2.64	.612	376	2.28	1.83	1.250	287,39

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.38.--Means and variances for Part I and Part II of the survey instrument for dependent variables related to strike by negotiator strata.

Item	Variable	Mean for Management	Mean for Association	T-Test Statistic	D.F.	Variance for Management	Variance for Association	F-Test Statistic	D.F.
Part I									
6	13	3.30	1.56	10.570***	371	3.37	.905	3.729***	255,146
7	14	4.51	1.18	27.411***	388	1.92	.408	4.71***	241,147
24	31	2.49	4.69	13.414***	386	2.57	2.24	1.14	290,146
Part II									
1	34	2.64	3.44	4.842***	381	2.57	2.34	1.098	234,147
4	37	2.07	2.24	1.481	374	1.18	1.51	1.279*	146,228
5	38	2.05	2.51	3.544	386	1.43	1.78	1.235	147,239

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.39.--Means and variances for Part I and Part II of the survey instrument for dependent variables related to strike by school district strata.

Item	Variable	Mean for Urban	Mean for Rural	T-Test Statistic	D.F.	Variance for Urban	Variance for Rural	F-Test Statistic	D.F.
Part I									
6	13	2.54	2.77	1.247	357	3.03	3.23	1.065	151,206
7	14	3.31	3.29	.122	373	4.00	3.92	1.01	215,158
24	31	3.84	4.17	1.862	350	2.76	2.43	1.137	205,145
Part II									
1	34	2.88	3.05	.978	367	2.66	2.69	1.012	155,212
4	37	2.15	2.12	.237	357	1.37	1.35	1.01	207,152
5	38	2.12	2.28	1.25	372	1.42	1.70	1.197	156,216

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.40.--Means and variances for Part I and Part II of the survey instrument for dependent variables related to strike by experience strata.

Item	Variable	Mean for Low Experience	Mean for High Experience	T-Test Statistic	D.F.	Variance for Low Experience	Variance for High Experience	F-Test Statistic	D.F.
Part I									
6	13	2.33	2.73	2.049	363	2.65	3.28	1.236	246,117
7	14	2.27	3.68	6.728***	380	3.34	3.06	1.095	263,117
24	31	3.52	4.16	3.385***	357	2.86	2.56	1.115	108,249
Part II									
1	34	3.11	2.86	1.383	374	2.41	2.73	1.134	258,116
4	37	2.28	2.07	1.64	367	1.44	1.28	1.125	113,254
5	38	2.36	2.16	1.42	378	1.61	1.61	1.000	116,262

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.41.--Means and variances for Part I and Part II of the survey instrument for dependent variables related to strike by impasse strata.

Item	Variable	Mean for Impasse	Mean for Non-Impasse	T-Test Statistic	D.F.	Variance for Impasse	Variance for Non-Impasse	F-Test Statistic	D.F.
Part I									
6	13	2.71	2.37	1.591	365	3.26	2.70	1.208	275,90
7	14	3.35	2.96	1.674	382	3.94	3.99	1.011	92,290
24	31	4.06	3.68	1.85	358	2.62	3.02	1.152	84,274
Part II									
1	34	2.92	2.97	.280	376	2.61	2.68	1.027	90,286
4	37	2.09	2.25	1.14	369	1.27	1.49	1.175	89,280
5	38	2.17	2.33	1.09	380	1.63	1.39	1.177	289,91

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.42.--Means and variances on Part I and Part II of the survey instrument for dependent variables related to scope of bargaining by negotiator strata.

Item	Variable	Mean for Management	Mean for Association	T-Test Statistic	D.F.	Variance for Management	Variance for Association	F-Test Statistic	D.F.
Part I									
9	16	4.49	4.86	2.416*	366	1.62	2.75	1.69	142,224
15	22	1.63	4.80	22.950***	387	1.27	2.51	1.973	147,240
17	24	4.40	3.28	6.749***	364	1.78	3.41	1.922	140,224
22	29	5.48	2.74	24.301***	383	.645	1.987	3.077	239,141
23	30	4.12	2.52	10.504***	380	2.17	1.85	1.148	240,146
Part II									
2	35	2.70	3.36	4.04***	371	2.22	2.526	1.134	143,228
12	45	1.90	4.46	20.093***	386	1.24	1.89	1.523	146,240
13	46	3.22	4.10	5.380***	385	2.47	2.46	1.006	237,145

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.43.--Means and variances on Part I and Part II of the survey instrument for dependent variables related to scope of bargaining by school district strata.

Item	Variable	Mean for Urban	Mean for Rural	T-Test Statistic	D.F.	Variance for Urban	Variance for Rural	F-Test Statistic	D.F.
Part I									
9	16	4.56	4.76	1.284	332	2.32	1.66	1.394*	201,151
15	22	2.80	2.82	.733	372	4.10	4.06	1.010	215,151
17	24	3.84	4.27	1.862	350	2.77	2.43	1.137	205,145
22	29	4.41	4.55	.827	369	3.19	2.45	1.300*	213,156
23	30	3.55	3.59	.216	365	2.66	2.50	1.06	212,153
Part II									
2	35	2.96	2.93	.206	356	2.50	2.44	1.023	207,149
12	45	2.83	2.84	.158	371	3.25	2.73	1.180	214,151
13	46	3.51	3.62	.651	370	2.65	2.74	1.031	156,214

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.44.--Means and variances on Part I and Part II of the survey instrument for dependent variables related to scope of bargaining by experience strata.

Item	Variable	Mean for Low Experience	Mean for High Experience	T-Test Statistic	D.F.	Variance for Low Experience	Variance for High Experience	F-Test Statistic	D.F.
Part I									
9	16	4.80	4.56	1.508	358	1.99	2.10	1.055	245,113
15	22	3.92	2.38	7.320***	379	3.96	3.47	1.142	116,263
17	24	3.52	4.16	3.385***	357	2.86	2.56	1.115	108,249
22	29	3.78	4.72	5.14***	376	2.81	2.73	1.027	116,260
23	30	2.94	3.78	4.677***	372	2.10	2.68	1.277	260,112
Part II									
2	35	3.11	2.87	1.365	364	2.52	2.41	1.047	113,251
12	45	3.63	2.54	5.85***	378	2.97	2.73	1.090	116,262
13	46	3.80	3.45	1.956	378	2.50	2.69	1.099	260,114

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.45.--Means and variances on Part I and Part II of the survey instrument for dependent variables related to scope of bargaining by impasse strata.

Item	Variable	Mean for Impasse	Mean for Non-Impasse	T-Test Statistic	D.F.	Variance for Impasse	Variance for Non-Impasse	F-Test Statistic	D.F.
Part I									
9	16	4.60	4.73	.774	360	2.13	1.87	1.137	273,87
15	22	2.73	3.20	1.931	381	4.04	4.27	1.057	91,290
17	24	4.06	3.68	1.853	358	2.62	3.02	1.152	89,290
22	29	4.44	4.41	.183	377	3.10	2.44	1.270	287,90
23	30	3.56	3.41	.808	374	2.70	2.42	1.117	285,89
Part II									
2	35	2.87	3.17	1.533	366	2.33	2.71	1.163	87,279
12	45	2.74	3.24	2.384*	380	2.99	3.00	1.003	90,290
13	46	3.52	3.62	.500	379	2.59	2.88	1.110	90,289

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.46.--Means and variances for Part I and Part II of the survey instrument for dependent variables related to representation by negotiator strata.

Item	Variable	Mean for Management	Mean for Association	T-Test Statistic	D.F.	Variance for Management	Variance for Association	F-Test Statistic	D.F.
Part I									
14	21	2.65	3.49	5.309***	368	1.97	2.67	1.354*	145,223
16	23	4.48	4.33	1.084	385	1.73	1.93	1.117	146,239
18	25	4.58	3.84	6.294***	382	1.59	2.76	1.738***	145,237
20	27	2.99	3.95	5.622***	382	2.37	3.15	1.330*	145,237
21	28	4.74	3.54	8.35***	371	1.38	2.49	1.804***	136,235
25	32	4.05	4.65	3.611***	386	2.81	2.24	1.257*	238,145
Part II									
3	36	1.76	2.86	7.744***	387	1.38	2.59	1.881***	147,240
7	40	4.00	2.27	9.654***	387	3.09	2.72	1.139	241,148
11	44	3.08	3.83	4.295***	382	2.61	2.887	1.103	145,237
14	47	2.79	2.34	2.734**	382	2.47	2.46	1.0062	237,145
19	52	1.86	4.73	23.225	381	1.20	1.67	1.388**	144,237

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.47.--Means and variances for Part I and Part II of the survey instrument for dependent variables related to representation by school district strata.

Item	Variable	Mean for Urban	Mean for Rural	T-Test Statistic	D.F.	Variance for Urban	Variance for Rural	F-Test Statistic	D.F.
Part I									
14	21	2.74	3.35	3.755**	354	2.43	2.67	1.096	155,213
16	23	4.48	4.38	.72832	370	1.68	1.87	1.117	156,214
18	25	4.27	4.23	.262	368	2.34	2.01	1.168	211,157
20	27	3.25	3.46	1.218	367	3.03	2.70	1.123	212,155
21	28	4.35	4.25	.723	357	2.18	1.98	1.099	208,149
25	32	4.29	4.32	.196	368	2.63	2.74	1.04	156,212
Part II									
3	36	2.16	2.16	.476	372	2.15	2.16	1.007	158,214
7	40	3.35	3.38	.161	372	3.69	3.71	1.004	157,214
11	44	3.35	3.48	.726	367	2.64	3.07	1.163	155,212
14	47	2.45	2.93	2.883**	367	2.29	2.74	1.192	155,212
19	52	2.80	3.09	1.506	367	3.27	3.32	1.014	154,213

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.48.--Means and variances for Part I and Part II of the survey instrument for dependent variables related to representation by experience strata.

Item	Variable	Mean for Low Experience	Mean for High Experience	T-Test Statistic	D.F.	Variance for Low Experience	Variance for High Experience	F-Test Statistic	D.F.
Part I									
14	21	3.64	2.68	5.711***	360	2.42	2.11	1.148	112,248
16	23	4.53	4.38	.981	377	1.60	1.87	1.169	262,115
18	25	4.06	4.28	1.345	374	2.58	2.07	1.24	115,255
20	27	3.76	3.17	3.170**	375	3.12	2.70	1.16	115,260
21	28	3.89	4.47	3.584***	364	2.23	1.94	1.146	106,258
25	32	4.55	4.17	2.078*	375	2.35	2.73	1.163	260,115
Part II									
3	36	2.72	1.94	4.954	380	2.85	1.60	1.781	117,263
7	40	2.64	3.63	4.761	379	3.16	3.62	1.146	263,166
11	44	3.40	3.31	.872	375	3.01	2.79	1.079	115,260
14	47	2.38	2.72	1.927	374	2.34	2.58	1.10	260,114
19	52	3.87	2.56	6.796***	373	3.13	2.91	1.07	113,260

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.49.--Means and variances for Part I and Part II of the survey instrument for dependent variables related to representation by impasse strata.

Item	Variable	Mean for Impasse	Mean for Non-Impasse	T-Test Statistic	D.F.	Variance for Impasse	Variance for Non-Impasse	F-Test Statistic	D.F.
Part I									
14	21	2.91	3.26	1.854	362	2.31	2.55	1.104	89,273
16	23	4.45	4.36	.580	379	1.78	1.96	1.098	89,290
18	25	4.22	4.17	.245	376	2.20	2.35	1.064	89,287
20	27	3.25	3.62	1.84	376	2.86	2.88	1.007	90,286
21	28	4.40	3.99	2.347*	365	2.06	2.01	1.025	281,84
25	32	4.27	4.27	.197	377	2.65	2.80	1.05	90,287
Part II									
3	36	2.10	2.42	1.82	382	1.93	2.55	1.316	91,291
7	40	3.39	3.19	.900	381	3.75	3.37	1.113	291,90
11	44	3.30	3.49	.917	377	2.73	3.23	1.18	88,289
14	47	2.27	2.27	2.35*	376	2.63	2.00	1.315	287,89
19	52	2.80	3.40	2.76	375	3.26	3.23	1.0109	286,89

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.50.--Means and variances for Part I of the survey instrument for dependent variables related to binding arbitration by negotiator strata.

Item	Variable	Mean for Management	Mean for Association	T-Test Statistic	D.F.	Variance for Management	Variance for Association	F-Test Statistic	D.F.
13	20	2.16	3.73	10.639***	383	1.64	2.53	1.543***	144,239
26	33	3.28	3.21	.397	380	2.54	3.25	1.277*	146,234

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.51.--Means and variances for Part I of the survey instrument for dependent variables related to binding arbitration by school district strata.

Item	Variable	Mean for Urban	Mean for Rural	T-Test Statistic	D.F.	Variance for Urban	Variance for Rural	F-Test Statistic	D.F.
13	20	2.57	2.97	2.440*	368	2.43	2.67	1.097	155,213
26	33	3.31	3.25	.358	365	2.86	2.79	1.024	212,153

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.52.--Means and variances for Part I of the survey instrument for dependent variables related to binding arbitration by experience strata.

Item	Variable	Mean for Low Experience	Mean for High Experience	T-Test Statistic	D.F.	Variance for Low Experience	Variance for High Experience	F-Test Statistic	D.F.
13	20	3.32	2.48	4.842***	375	2.81	2.23	1.260	116,259
26	33	3.31	3.22	.496	374	2.93	2.77	1.058	117,251

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

TABLE 4.53.--Means and variances for Part I of the survey instrument for dependent variables related to binding arbitration by impasse strata.

Item	Variable	Mean for Impasse	Mean for Non-Impasse	T-Test Statistic	D.F.	Variance for Impasse	Variance for Non-Impasse	F-Test Statistic	D.F.
13	20	2.59	3.21	3.307***	377	2.39	2.64	1.105	91,286
26	33	3.21	3.41	.994	375	2.73	2.99	1.09	90,285

*Significant at the .05 level
**Significant at the .01 level
***Significant at the .001 level

BIBLIOGRAPHY

Books

Abner, Willoughby. "Public Employment Bargaining: Current Trends Avoiding Crisis--Another Approach." Collective Negotiations and Public Administration. Edited by Thomas A. Gilroy and Anthony Sinicropi. Iowa City, Iowa: Center for Labor and Management, College of Business Administration, University of Iowa, 1970.

American Assembly. Challenges to Collective Bargaining. Englewood Cliffs, New Jersey: Prentice Hall, 1967.

American Association of School Administrators. The School Administrator and Negotiations. Washington, D.C.: American Association of School Administrators, 1966.

Arthurs, H. W. Collective Bargaining by Public Employees In Canada: Five Models. Ann Arbor, Michigan: Institute of Labor and Industrial Relations, University of Michigan and Wayne State University.

Best, John W. Research in Education. 2nd ed. Englewood Cliffs, New Jersey: Prentice Hall, 1970.

Carter, Barbara. Pickets, Parents, and Power. New York: Citation Press, 1971.

Chalmers, W. Ellison and Cormick, Gerald W., eds. Racial Conflicts and Negotiations. Ann Arbor, Michigan: Institute of Labor and Industrial Relations and the National Center for Dispute Settlement of the American Arbitration Association, 1970.

Corwin, Ronald G. "The Anatomy of Militant Professionalization." Negotiations in Public Education. Edited by Patrick W. Carlton and Harold I. Goodwin. Worthington, Ohio: Charles A. Jones Publishing Company, 1969.

Davey, Harold W. "Dispute Settlement in the Public Employment." Dispute Settlement in the Public Sector. Edited by Thomas P. Gilroy. Iowa City, Iowa: Center for Labor and Management, College of Business Administration, University of Iowa, 1972.

Eggert, Gerald G. Railroad Labor Disputes. Ann Arbor, Michigan: University of Michigan Press, 1967.

Fox, Daniel and Guire, Kenneth. Michigan Interactive Data Analysis System. Ann Arbor, Michigan: The Statistical Research Laboratory of the University of Michigan, 1972.

Good, William T. "The Theoretical Limits of Professionalism." The Semi-Professional and Their Organizations. Edited by Amitia Etzion. New York: The Free Press, 1969.

Hoeh, David C., ed. Collective Bargaining in the Public Sector; a Conference Report. Hanover, New Hampshire: The Public Affairs Center, Dartmouth College, 1968.

Isaac, Stephen and Michael, William B. Handbook in Research and Evaluation. San Diego, California: Robert R. Knapp, Publisher, 1972.

Kruger, Daniel H. "The Teachers Role in Collective Bargaining." Urban Schooling. Edited by Herbert C. Rudman and Richard Featherstone. New York: Harcourt, Brace and World, Inc.

Lieberman, Myron and Moskow, Michael H. Collective Negotiations for Teachers. Chicago, Illinois: Rand McNally, 1966.

_____ and Moskow, Michael H., eds. Collective Negotiations in Public Education. Chicago, Illinois: Rand McNally, 1970.

Loveridge, Raymond. Collective Bargaining by National Employees in the United Kingdom. Ann Arbor, Michigan: Institute of Labor and Industrial Relations, University of Michigan and Wayne State University, 1971.

McLennon, Kenneth and Moskow, Michael H. "Resolving Impasse in Public Education." The Collective Dilemma: Negotiations in Public Education. Edited by Patrick W. Carton and Arnold I. Goodwin. Worthington, Ohio: Charles T. Jones Publishing Co., Inc., 1970.

Moskow, Michael H.; Lowenburg, J. Joseph and Koziara, Edward C. Collective Bargaining in Public Employment. New York: Random House, 1970.

Northrup, Herbert R. Compulsory Arbitration and Government Intervention in Labor Disputes. Washington, D.C.: Labor Policy Association, 1966.

Perry, Charles R. and Wildman, Wesley A. The Impact of Negotiations in Public Education: the Evidence from the Schools. Worthington, Ohio: Charles T. Jones Publishing, 1970.

Tagerskold, Stig. Collective Bargaining of State Officials in Sweden. Ann Arbor, Michigan: Institute of Labor and Industrial Relations, University of Michigan and Wayne State University, 1971.

Vrofsky, Melvin, ed. Why Teachers Strike. New York: Anchor Books, 1970.

Walton, Richard and McKersie, Robert. A Behavioral Theory of Labor Negotiations. New York: McGraw Hill Book Co., 1966.

Wellington, Harry W. and Winter, Ralph K. The Unions and the Cities. Washington, D.C.: The Brookings Institute, 1971.

Williams, Richard C. "Teacher Militancy: Implications for Schools." Social and Technological Change. Edited by Phillip K. Piele and Terry L. Eidell. Eugene, Oregon: The Center for Advanced Study of Educational Administration, University of Oregon, 1970.

Yaffe, Byron and Goldblatt, Howard. Fact-Finding in Public Employment Disputes in New York State: More Promise than Illusion. Ithaca, New York: New York State School of Industrial and Labor Relations, Cornell University, 1971.

Periodicals

Aaron, Benjamin. "How Other Nations Deal with Emergency Disputes." Monthly Labor Review, XCV, No.5 (May, 1972), pp. 37-41.

Almy, Timothy and Hand, Harlan. "Perceptions of Educational Conflict." Education and Society, III, No.4 (August, 1971), pp. 941-51.

Bakilu, Michael J. "Collective Negotiations in the Absence of Legislation." Compact, VI, No.3 (April, 1972), pp. 33-7.

Barbaro, Frank. "The Newark Teachers' Strike." The Urban Review, (January, 1972), pp. 3-10.

Belasco, James A. et al. "A Case Analysis of Negotiation Behavior in the Public Sector." Education and Urban Society, pp. 31-34.

Belik, Albert. "Toward Public Sector Equality." Labor Law Journal, (June, 1970), pp. 338-56.

Bernstein, Merton C. "Alternatives to the Strike." A.A.V.P. Bulletin, LVIII, No.4 (Winter, 1972), pp. 404-12.

Broderius, Bruce W. "Collective Negotiations; an Adversary Process." Colorado Journal of Educational Research, X, No.3 (Spring, 1971), p. 38.

Burke, Joel S. "The Current Crisis in School Finance: Inadequacy and Inequality." Phi Delta Kappan, LIII, No.1 (September, 1971), pp. 2-7.

Cogen, Charles. "What Teachers Really Want from School Boards." American School Board Journal, CLVI, No.8 (February, 1969), pp. 9-11.

Education Commission of the States. "Survey of Teacher-School Board Negotiation Legislation." Compact, VI, No.3 (April, 1972), p. 24.

Edwards, Harry T. "The Emerging Duty to Bargain in the Public Sector." Michigan Law Review, LXXI, No.5 (April, 1973), pp. 854-934.

Flexner, Abraham. "Is Social Work a Profession?" School and Society, 1, (June 26, 1915), pp. 901-11.

Gallup, George. "Fourth Annual Gallup Poll of Public Attitudes Toward Education." Phi Delta Kappan, LIV, No.1 (September, 1972), pp. 33-46.

Garbarino, Joseph W. "Professional Negotiations in Education." Industrial Relations, XI, No.2 (February, 1968), p. 106.

Garber, Phillip E. "Compulsory Arbitration in the Public Sector." The American Arbitration Journal, XXVI, No.4 (1971), pp. 226-38.

Gilroy, Thomas P. and Sinicropi, Anthony V. "Impasse Resolution in Public Employment: a Current Assessment." Industrial and Labor Relations Review, XXV, No.4 (July, 1972), pp. 496-511.

Gittel, Marilyn. "Teacher Power and Its Implications for Urban Education." Urban Affairs Quarterly, (September, 1970), p. 80.

Goldberg, Joseph P. "Public Employee Developments in 1971." Monthly Labor Review, 95, No.1 (January, 1972), pp. 55-66.

Hallem, Timi et al. "Project: Collective Bargaining and Politics in Public Employment." U.C.L.A. Law Review, XIX, No.6 (August, 1972), pp. 887-1051, passim.

Hellriegel, Don and Peterson, Richard B. "Collective Negotiations and Teachers: a Behavior Analysis." Industrial and Labor Relations Review, XXIV, No.2 (January, 1971), pp. 259-60.

Kaufman, James L. "Procedures Versus Collective Bargaining in Railroad Labor Disputes." Industrial and Labor Relations Review, XXV, No.1 (October, 1971), pp. 53-70.

Kheel, Theodore. "Strikes and Public Employment." Michigan Law Review, LXVII, No.5 (March, 1969(, pp. 931-42.

Kilgour, John C. "Alternatives to the Railway Labor Act: an Appraisal." Industrial and Labor Relations Review, XXV, No.1 (October, 1971), p. 84.

Killingsworth, Charles C. "Grievance Arbitration in Public Employment." The American Arbitration Journal, XIII, No.1 (1958), pp. 3-15.

Laffer, Kingsley. "Compulsory Arbitration: the Australian Experience." Monthly Labor Review, XCV, No.5 (May, 1972), pp. 45-8.

Lieberman, Myron. "The Union Merger Movement." Saturday Review of Literature, (June 24, 1972), p. 52.

_____. "Why Teachers will Oppose Tenure Law." Saturday Review of Literature, (March, 1972), pp. 48-9.

McKelvey, Jean T. "Fact-Finding in Public Employment Disputes: Promise or Illusion?" Industrial and Labor Relations Review, pp. 528-43.

_____. "The Role of State Agencies in Public Employment Labor Relations." Industrial and Labor Relations Review, XX, No.2 (January, 1967), pp. 195-7.

Madden, George. "A Theoretical Basis for Differentiating Forms for Collective Bargaining." Educational Administration Quarterly, (Spring, 1969), pp. 76-90.

National Education Association Research Bulletin. "Teacher Strikes 1960-61 to 1969-70." XLVIII, No.3 (1970).

Nigro, Felix A. "The Implications for Public Administration." Public Administration Review, XXXII, No.2 (March-April, 1972), pp. 120-5.

Pegnetter, Richard. "Fact-Finding and Teacher Salary Disputes: the 1969 Experience in New York State." Industrial and Labor Relations Review, XXI, (January, 1971), pp. 226-43.

Ramer, Burton. "A Case for Regional Negotiations." Clearing House, XLVII, No.1 (September, 1972), pp. 21-4.

Rhemus, Charles M. The Mediation of Industrial Conflict: a Note on the Literature. Reprint from The Journal of Conflict Resolution, IX, No.1 (March, 1965), pp. 118-26.

_____. "Railroad Labor Act Modifications: Helpful or Harmful." Industrial and Labor Relations Review, XXV, No.1, pp. 85-94.

Seidman, Joel and Staudohar, Paul. "The Hawaii Public Employment Relations Act: a Critical Analysis." Industrial and Labor Relations Review, XXVI, No.4 (April, 1973), pp. 919-37.

Shannon, Thomas. "A Dream Shattered or a Call for Finance Reform." Phi Delta Kappan, LIV, No.9 (May, 1972), pp. 587-8.

Shaw, Lee C. and Clark, R. Theodore. "The Practical Differences Between Public and Private Sector Bargaining." U.C.L.A. Law Review, XIX, No.6 (August, 1972), pp. 867-86.

Simon, Larry G. "Collective Negotiations and Public School Finance." "The School Finance Decisions: Collective Bargaining and Future Finance Systems." The Yale Law Journal, LXXXII, No.3 (January, 1973), pp. 409-60.

Stern, James L. "The Wisconsin Public Employee Fact-Finding Procedure." Industrial and Labor Relations Review, XX, No.1 (October, 1966), p. 66.

Stevens, Carl M. "The Management of Labor Disputes in the Public Sector." A.A.V.P. Bulletin, LVIII, No.4 (Winter, 1972), pp. 404-12.

Taylor, George. "Public Employment: Strikes or Procedure." Industrial and Labor Relations Review, (June 1971), pp. 617-36.

Thompson, Arthur and Weinstock, Irwin. "White Collar Employees and the Unions at T.V.A." Personnel Journal, XLVI (1967), p. 21.

Tyler, Gue. "Why They Organize." Public Administration Review, XXXII, No.2 (March-April, 1972), pp. 87-101.

Ullman, Joseph C. and Begin, James. "The Structure and Scope of Appeals Procedures for Public Employees." Industrial and Labor Relations Review, XXIII, No.23 (April, 1970), pp. 323-34.

Van Asselt, Karl. "Impasse Resolution." Public Administration Review, XXXII, No.2 (March-April, 1972), pp. 114-9.

Vantine, A. William. "Toward a Theory of Collective Negotiations." Educational Quarterly, VIII, No.4 (Winter, 1972), pp. 27-43.

Vrich, Ted. "The Role of the Principal in Collective Negotiations." Journal of Educational Research, LXV, No.9 (May-June, 1972), pp. 401-4.

Wagner, Aubrey J. "T.V.A. Looks at Three More Decades of Collective Bargaining." Industrial and Labor Relations Review, XXII, No.1 (October, 1971), pp. 71-84.

Wildman, Wesley. "What's Negotiable?" American School Board Journal, CLV, (November, 1967), pp. 7-10.

Zagoria, Sam. "Resolving Impasses by Public Referendum." Monthly Labor Review, XCVI, No.5 (May, 1973), pp. 36-7.

Public Documents

Advisory Commission on Intergovernmental Relations. Labor-Management Policies for State and Local Government.

American Bar Association Committee on State Labor Law, 1969-70. "Public Sector" in the Government Employee Relations Report, Reference File. Sections in Issues and Techniques, Bureau of National Affairs, Washington, D.C.

Education Commission of the States. Collective Negotiation Legislation, Report No. 21, (Denver, Colorado: July, 1971).

Farr, Helen L. "Coalitions, Negotiations, and the Comfield Model." Appendix E, vol. II, A Plan for Managing the Development, Implementation, and Operation of a Model Elementary Program, Oregon College of Education, Monmouth, Oregon, Office of Education, February, 1970, ERIC. ED 042-713.

Gilroy, Thomas P. and Sinicropi, Anthony V. Dispute Settlement in the Public Sector: the State of the Art. Washington, D.C.: U.S. Department of Labor, Labor-Management Services Administration, 1972.

Labor-Management Services Administration. Collective Bargaining in Public Employment and the Merit System. (Washington, D.C.: U.S. Department of Labor, 1972).

Michigan Department of Education. Local District and School Report: Explanatory Materials. (Lansing, 1972).

National Labor Relations Board. A Laymans Guide to Basic Law Under the National Labor Relations Act. (Washington, D.C.: 1971).

Pendleton, Edwin C. "Collective Bargaining in the Public Sector: Scope of Bargaining." Report of the Industrial Relations Center, University of Hawaii, (January-February, 1971), p. 662.

Perry, Charles R. "Impasse Resolution in Teachers' Negotiations." Collective Action by Public School Teachers, 3 (Chicago, Illinois: U.S. Department of Health, Education and Welfare, Project No. L444, January, 1968), pp. 19-25.

Peterson, Leroy J. "Centralized Negotiations for Teachers' Salaries." ERIC Document, ED 057496, 1971.

Prasow, Paul et al. Scope of Bargaining in the Public Sector: Concepts and Problems, (Washington, D.C.: Department of Labor, Labor-Management Services Administration, GPO, 1972), pp. 22-53.

Smith, Russel A. "Unfair Labor Practices in Public Employment." Governor's Conference on Public Employment Relations: a Summary of Proceedings, (Albany, New York: State of New. October 14-16, 1968), p. 32.

United States Federal Labor Council. Labor-Management Relations in the Federal Service, Executive Order 11419 as Amended by Executive Order 11616 as of August 26, 1971, (Washington, D.C.: GPO, 1971), p. 13.

Pamphlet

Gilroy, Thomas P. "Separatism for Education in State Negotiations." ISR Journal, N.Y. University (Winter, 1970), reprinted by the Center for Labor and Management, College of Business Administration, University of Iowa, 1970.

Newspaper

Salsinger, Harry. "Area Teacher Bargaining Urged." The Detroit News, May 15, 1973, p. 10A.

Public Speech

Taylor, George W. "Impasse Procedures--the Finality Question..." Address before New York Governor's Conference on Public Employment Relations, New York City, 1965. (New York State: Bureau of Labor Affairs, Albany, New York.)

Unpublished Dissertations

Ball, Lyle E. Collective Negotiations in the Public Sector: Legal and Attitudinal Study, University of Illinois, 1972.

Cloninger, Carrol A. Differential Perceptions of School Board Chairmen, Superintendents, Principals, and Classroom Teachers Concerning Selective Aspects of Collective Negotiations, University of Virginia.

LaFleur, Lawrence. The Current Legal Status and Trends of Collective Bargaining Between Public School Teachers and School Boards in the United States, University of Illinois, 1971.

Skillet, Jack D. An Analysis of Judicial Decisions and Statutory Enactments Pertaining to Collective Negotiations in the Public Sector, Oklahoma State University, 1971.

Turner, Samuel. The Legal Status of Professional Negotiations in the Fifty States, Indiana University, 1970.

Vantine, Alfred. A Case Study of Negotiations in a Conflictual Environment, State University of New York at Buffalo, 1971.

Word, William R. Fact-Finding: Complement or Substitute in Collective Bargaining in Public Employment? University of Tennessee, 1970.