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TEACHERS

Negotiate With Their

SCHOOL BOARDS

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Foreword

IT IS APPARENT that the current decade will see an increasing number of new and major issues develop in American public education. One such development has, within the span of only a few years, attained a level of noteworthy significance: the activity of teacher organizations in attempting to formalize the procedures through which a school system staff carries on communications with its board of education. The issues arising from this activity are of major importance to our system of public education. They have, in a few individual communities, reached a critical level in the form of strikes or sanctions. In numerous cities elsewhere, efforts to develop mutually acceptable procedures for negotiation purposes continue to receive much attention.

This bulletin focuses attention upon certain practices, problems, and potential trends in board-staff relationships. The analysis is in terms of the formal procedures and does not discuss the highly important day-by-day informal relationships which exist in any organization.

A primary source of material used in the preparation of the bulletin consisted of interviews and materials obtained through the cooperation of seven school districts throughout the Nation. The Office of Education expresses its appreciation to the many individuals in those seven districts who contributed to the material presented in this bulletin.

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CHAPTER I

Introduction

IN A REVIEW of national highlights in American education this past year, the *New York Times* noted:

A resurgence of militancy among the nation's public school teachers marked the year of 1963. There was mounting evidence that teachers are no longer content to rule only the classroom to which they are assigned. They want a hand in the assignment and a voice in the policy that controls their professional lives. They are not asking to run the schools, but they want their views heard and heeded.¹

The evidence of this new militancy continued to mount during the spring of 1964. Numerous school districts (Detroit, Milwaukee, Cleveland, and Bremerton, Wash.) conducted elections among teachers to determine the exclusive representative for negotiation purposes with the board of education. Along with these elections occurred strikes, boycotts, or walkouts in several cities, including East St. Louis, Ill., and Jersey City, N.J., and, most important, in one entire State—Utah. These two activities—strikes and elections—while restricted to a very small proportion of the Nation's school systems, are among the most readily visible features of one of the most significant issues which will be facing American education in the years ahead. This issue is frequently characterized by the brief term "board-staff-superintendent" relationships. It involves the determination of the most appropriate procedures through which communication between teachers and their boards of education may best be maintained.

Teachers are proposing, through their various organizations, a more highly formalized system of communication than has existed in the past. They are advocating legislation which would establish their right to carry on formal negotiating procedures. School board members, through their organizations, are opposing mandatory negotiation or bargaining, and legislation which would establish such com-

¹ *New York Times*, Jan. 16, 1964. p. 88.

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pulsory practices. These two opposing positions are illustrated in the following statements:

State federations and each local of the American Federation of Teachers should work for the adoption of State statutes requiring boards to bargain with the recognized agents in the school district.²

The National Education Association calls upon its members and upon boards of education to seek State legislation and local board action which clearly and firmly establishes these rights [professional negotiation] for the teaching profession.³

The National School Boards Association believes that . . . it would be an abdication of their decision-making responsibility for school boards to enter into compromise agreements based on negotiation or collective bargaining, or to resort to mediation or arbitration, or to yield to threats of reprisal; and that concern for the public welfare requires that school boards resist by all lawful means the enactment of laws which would compel them to surrender any part of this responsibility.⁴

During the past 2 years, numerous articles have been published in professional journals, daily newspapers, and popular periodicals analyzing certain issues which relate to the positions taken by the teacher organizations and the school boards. New terms have evolved for the educator's vocabulary—strikes, sanctions, mediation, professional negotiation, collective bargaining, appeal, and arbitration.

The growing importance of the teacher organization as a vigorous, articulate, and forceful element in the improvement of working conditions for teachers is well recognized. Today's teachers are interested and increasingly active, through their organizations, in such matters as civil rights, academic freedom, manpower needs, and international affairs. Quite recently they have become vitally concerned about their rights and responsibilities in participating in the development of the policies and regulations which determine the conditions under which they work.

Several significant events have occurred during the past several years which highlight the current activity of local, State, and national teacher organizations. Two of these achieved particular prominence: the threatened strike by the teachers of New York City during the summer of 1963, and the 2-day walkout by the teachers of the State of Utah in the spring of 1964.

² Robert G. Porter. "Collective Bargaining for Teachers." *The American Teacher*. Chicago, Ill.: American Federation of Teachers, February 1961.

³ From Resolution No. 18 adopted by the National Education Association Annual Convention, Denver, Colo., July 1962, and reaffirmed at Detroit in July 1963 and in Seattle in 1964.

⁴ From resolution adopted by National School Boards Association, Philadelphia, Pa., May 1961, and reaffirmed in substance at the convention in Denver, Colo., May 1962, and in Houston, Tex., April 1964.

A background to this growing activity by the teachers of this Nation can be cited: The history of teaching as a low-salaried occupation, marked by entrance and retention standards sufficiently low to permit a good share of the total group to enter and exit the profession at sporadic intervals; insufficient internal control to restrict the unqualified from filling positions in either real or pseudoemergencies; and a relatively poor image as a career, particularly for males, in the eyes of the American public.

A more positive factor in teacher participation has been the change in the makeup of the public school teacher in the 1960's. Salaries and fringe benefits have improved. Education has received sufficient attention by the American public to elevate at least the degree of importance of teaching and probably its attractiveness as a career. Certainly the proportion of males is increasing so that they are now in the majority in the secondary schools. The public school teacher has also become better educated and more cognizant of the part that public education plays in shaping affairs far beyond the confines of his local school district—at State, national, and international levels. Perhaps it is this combination of greater sophistication plus the awareness of his importance and ability which has contributed most strongly to the increasing vitality of teacher groups at all levels. This, however, would be contributory only if the teachers, as a group, had been denied an appropriate voice in the determination of the policies establishing the conditions under which they work. This position has been stated as follows:

It seems incredible, but there are groups in American education and among the lay public who seem to feel that it is the inevitable, natural state of the rank and file of teachers in the lower schools to be ordered about as though they were indentured servants. The philosophical principle on which teachers will reject paternalistic decisions, however benevolent, is one as old as the nation itself—the principle of consent of the governed. Added to this is a principle, perhaps not as old but as valid, that participation in the decision-making promotes a sense of responsibility and enhances the powers of the participants. These are basic principles of freedom and democracy, not of some strange cult of radicalism.

I think this, in essence, should be our "philosophy, our program, and our passion" in the difficult days ahead. It should form our basic credo, as we pursue the complex task of working with people in official positions who sincerely want to be our friends, most of whom, I have faith, want economic justice for teachers as fervently as do we.⁸

One additional possible cause is the action of the teachers, through their organizations, to attain a degree of professionalism considerably

⁸T. M. Stannett. "A Philosophy, A Program, and a Passion," address before the Fifth National School for Teacher Salary Scheduling, Washington, D.C.: National Education Association, September 1962.

beyond that typically associated with the public school teacher in the United States.

There are, however, certain features of teaching which make the professionalism of its membership of continuing difficulty, even though the traditional image may no longer be valid. Perhaps most important, teachers may have failed to make clear whether they regard themselves as salaried professionals or independent professionals, such as the doctor or lawyer.

This effort of teachers to become professional is related to a relatively recent trend in education—the trend toward larger school systems, which entail greater centralization of decision-making, greater distance between the teacher and the chief executive and, like so much of our present society, bureaucratization. The result has been the development of a role conflict in which the teacher as an individual with professional ideologies is operating in a situation where he is confronted increasingly with bureaucratic ideologies. This is a theme which appears rather frequently in the various journals of sociology but has made little impact upon the journals in education.

Two current changes in public school teaching make the problem of professional-employee role conflicts and other status anxieties especially relevant here. On the one hand, school systems are growing larger which increases problems of internal coordination and, in turn, creates greater need for standardization of work, centralization of decisions, and other regulations over work; these developments tend to reinforce the traditional image of the teacher as an employee.

On the other hand, teachers are professionalizing and developing professional self-conceptions which include competence and license to control their work.

These dual perspectives divide teachers from administrators and among themselves.*

This role conflict faced by the professional in a bureaucracy—and the school as an institution is regarded as a bureaucracy—has also been outlined as:

Our social life is to an increasing extent dominated by bureaucratic institutions. While bureaucracy was formerly reserved as an epithet for governmental bureaus, today, schools, churches, universities, hospitals, industry, recreation, in fact almost all institutions except the family are organized in the bureaucratic pattern . . .

By definition, professionals and bureaucracies are incompatible. In principle, professional codes and bureaucratic organizational codes are mutually exclusive. They cannot coexist. Nevertheless, professionals perform a variety of roles in bureaucratic organizations. The incompatibility in principle, in practice results in a number of strains or dysfunctions . . .

* Ronald G. Corwin. *The Development of an Instrument for Measuring Staff Conflicts in the Public Schools*. Cooperative Research Project No. 1934. Columbus, Ohio: The Ohio State University, 1963.

These considerations suggest that life in a bureaucracy is likely to put great strains on the professional self-conception. The indoctrination of the professional during his training seems inconsistent with the roles he is likely in the future to play in large organizations. While managerial ideology has taken account of bureaucratization, professional ideology has not. On the other hand, there seems to be no real place in managerial ideology for the ideal type of professional. Consequently, there is likely to be an uneasy tension between managerial authorities and professional specialists. The professional is driven or tempted to abandon his professional identity; but whether he does so or not, he threatens to usurp some of the power of those who invited him into the house in the first place.

... In view of the incompatibility in principle and the tensions which arise in practice when professionals are introduced into bureaucracies, what indications are there of the ways in which these tensions are likely to be resolved or reduced? Two major lines of development are indicated: (1) In some cases there have been massive changes in the structure of organizations; and (2) many professionals are developing roles and role conceptions which are at least not incompatible with the demands of bureaucratic organizations.⁷

One of the organizational changes which Solomon notes is, in the case of scientists, the opportunity for them to establish an acceptable compromise with their professional ideology through their professional organization, permitting an exercise of freedom in communication with their professional peers rather than upward through the "users" of their technical skills.

The July 1964 *Report* of the National Academy of Science's Committee on Utilization of Scientific and Engineering Manpower included, among its several papers, one⁸ which was particularly appropriate to this topic. This paper noted that—

This phenomenon of isolation of technical groups—Isolation from corporate management, isolation from other functions of the enterprise in the planning process, isolation from technical opportunities in the diversification process, and isolation from other technical groups through decentralization—may be the most important single factor adversely affecting the utilization of scientific and engineering manpower in industry. The conflict frequently cited as prevailing between the corporation and the technical man is generated by the corporation; it is not due to his advanced or specialized training, for he is first a human being as is any other employee; but he is forced to identify himself with something external to the corporation, and this function is provided by the technical community—through, for example, the professional societies, his network of acquaintances within the technical fraternity, or a university. An extreme example is provided by the sporadic appearance of the engineers' union.

⁷ David N. Solomon. "Professional Persons in Bureaucratic Organizations." *Symposium on Preventive and Social Psychiatry*. Walter Reed Army Institute of Research. Washington: U.S. Government Printing Office, 1968. p. 253-260.

⁸ Lawton M. Hartman. "Industrial Practices Affecting the Utilization of Scientific and Engineering Manpower." *Toward Better Utilization of Scientific and Engineering Talent, A Program for Action*. Washington, D.C.: National Academy of Sciences, 1964. p. 141.

If the theory of role conflict has the same implications for the teachers as it does for the scientists, and Solomon and Corwin as sociologists both seem to indicate that it does, then it may offer additional indication to origins of the concerns currently being expressed by the teachers acting through their professional organizations. It would have strong implications for (1) the limits which the teachers may define as their goals of technical autonomy as well as (2) the extent to which any breach between the teacher, as a professional, and his superordinates, as administrators, is widened.

These causes, then, for the increasing concern of the teachers to obtain a greater voice in the determination of public educational policy as it affects their conditions of work would be several. The depressed economic reward level, paternalism, the bureaucratization of the school organization, recognition of the intellectual and technical resources of the teachers in resolving educational problems, the striving to make education a profession—these have all contributed.

To implement this concern, teachers are requesting, through their organizations, a more formalized procedure for conducting discussions with their boards of education. Much of the attention given to the issue has centered around the need, as teachers see it, to formalize the procedure, perhaps through legislation, and the opportunity for an appeal in the event of an impasse between the board of education and the teacher organization.

These provisions would confront most boards of education and superintendents of schools with a framework of operation dramatically different from the past. Procedures for judicial review of local decisions at the State level have existed for some time. Certainly, many school boards have voluntarily encouraged teacher participation in the development of staff personnel policies, but this practice has not been compulsory except in those relatively few situations where a contractual agreement between the board and the teacher organization existed. In addition, the provision for an appeal from a board-teacher organization impasse to a neutral party presents perhaps an even greater potential modification of both the role of the negotiators as well as the climate in which such negotiations take place.

Within the teaching profession, much of the attention given to the collective negotiation issue has tended to center around the stated positions of the National Education Association and the American Federation of Teachers, and has concentrated upon the appropriateness of the strike for teachers as well as the distinction between professional negotiation and collective bargaining.

As a result, national, State, and local teacher organizations are adopting, reviewing, and revising guidelines for conducting board-

teacher discussions on matters of mutual concern. These organizations are asking that formal channels for the negotiation of various working conditions be developed and maintained—conditions of work which include salaries but are not limited to them.

For the school boards, the request by the teacher organizations to formalize negotiation procedures has meant another new item to be added to an ever-growing agendum. It has also added to the frequently stated school board concern for safeguarding the policymaking function mandated by State law to local school boards.

For the general public, an increasing amount of information is being presented. Newspaper and journal writings which cover only the larger issue—teacher-school board-superintendent relationships—are numerous. These external publications frequently concentrate upon the central problem of the potential change in the power structure within American public education if either or both of the national teacher organizations succeed in their drive for achieving a larger voice in the determination of their conditions of work. In individual communities, where crisis situations have developed, such as a strike or sanctions, the problem has been particularly acute.

Purpose of Bulletin

The purpose of this bulletin is to describe the current status of proposals for formalizing negotiation procedures between teachers and their boards of education, indicating some potential trends. The entire issue of collective negotiation by teachers remains of relatively recent origin in terms of interest on a national scale, and the directions which such formalized negotiation procedures will take must await a passage of time. Recent legislatures in a number of States have considered bills for the establishment of collective bargaining for teachers, for example. The interested State educational organizations in at least one State have cooperatively agreed upon some suggested guidelines and then differed upon the need for legislation to mandate them. Teachers and their boards of education in local school districts throughout the Nation are considering the advisability of a policy statement on the matter.

Because of the significance which the formalization of board of education-teacher organization relationships might have for education in the decades ahead, this bulletin examines a few of the major practices, issues, problems, and possible trends.

No consideration is given in this publication to the effect of existing legislation and judicial decisions on such matters as strikes, sanctions,

collective bargaining, and compulsory mediation or arbitration. That the major issue is not basically one of legality has been stated thus:

From coast to coast, the ground rules for determining professional salary schedules are being overhauled. There has not been a change in the legal power structure. Boards of education still have the right and the duty to make decisions on salaries and working conditions. But there has been a change in the posture of teachers organizations. They no longer come as petitioners asking to be heard. They now assert that they are partners in a vital enterprise and that their views should not only be heard, but heeded.⁹

Procedure .

Background material for the analysis was obtained through two major sources: An examination of many of the recent writings on the controversy and 2-day visits in 1963 to seven selected school districts throughout the Nation which seemed to be a rather representative sample of the general situation in regard to board of education-teacher organization-superintendent relationships at the present time. Chapter II presents a brief description of the negotiation procedures in each of these seven districts, which include, with their approximate enrollments: *Butte, Mont.*, a school system of 8,000 enrollment; *Denver, Colo.*, 97,000 enrollment; *Elmira, N.Y.*, 13,000 enrollment; *Norwalk, Conn.*, 15,000 enrollment; *Racine, Wis.*, 23,000 enrollment; *Utica, N.Y.*, 16,000 enrollment; and *Webster Groves, Mo.*, 8,000 enrollment.

Three of these districts—Butte, Denver, and Norwalk—had a formal contract or statement defining the relationship between the teacher organization and the board of education. One district, Norwalk, was fiscally dependent. Four districts—Denver, Elmira, Norwalk, and Webster Groves—had negotiation groups which represented only the classroom teachers; the other three were all-inclusive organizations representing the entire instructional staff. Six had active affiliates of the National Education Association; three—Butte, Denver, and Utica—had affiliates of the American Federation of Teachers. Three obtained national prominence in recent years because of certain actions of the majority teacher organization: Denver, with the first major professional negotiation statement in 1963; Norwalk, because of the teachers' strike in 1946 and the subsequent judicial determinations resulting from that strike; and Butte, because of the court decision in 1960 on the union security clause in the master agreement between the board and the teachers' organization.

⁹ Harry A. Becker. "Overcoming Obstacles to Professional Salary Negotiations." Speech presented at the convention of the American Association of School Administrators, Atlantic City, N.J., February 1962. p. 1.

Within each of these seven districts, individual interviews were conducted with the superintendent, the board president and/or chairman of the personnel committee, the teacher organization president and/or chairman of the salary or negotiation committee, and one elementary principal active in the principals' organization. Occasionally, interviews were conducted with a high school principal, a subject area supervisor, a representative of the clerical employees' group, and a representative of the custodial group.

In addition to the national developments and the practices in the seven school districts, attention is also given to a number of developments of recent date at the local level which have gained national attention.

The examination made of these various sources concentrated on four major questions:

1. *What is the role of the superintendent?*

The participation by the superintendent, vis-a-vis the board of education, has been described in terms of three modes of interaction.¹⁰ These include actional determination of a decision without referral to the board, informing the board through situational data but offering no commitment, and, lastly, recommending a resolution to the problem. Since it is basic to either professional negotiation or collective bargaining that direct channels be maintained with the board of education by the teacher organization, the superintendent would be precluded from making an actual determination since it would inevitably be subject to appeal to the board. This would appear to leave the superintendent either as a resource person available to both parties, as a consultant or representative available to only one, or as a nonparticipant.

2. *What action might follow an impasse between the teacher organization and the board of education?*

This question, of course, assumes that some provision for appeal from a unilateral decision of the board exists. It also assumes that the mere provision for an appeal does not guarantee a decision agreeable to both parties. Thus, the action following an impasse could conceivably take three forms—mediation, arbitration, or withdrawal of services by the teachers. Mediation may be nothing more than a factfinding effort by a neutral party.

¹⁰ Thomas R. Bowman. "Participation of Superintendents in School Board Decision-Making." *Administrator's Notebook*. Chicago, Ill.: The University of Chicago, January 1963. p. 1.

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Arbitration would appear to deny the final responsibility of the board of education, but ultimate appeal to the public (elections) may be considered as a form of arbitration from a lengthy impasse. The denial of services could imply a mass withholding of contract signatures, as occurred in Utah; an imposition of professional sanctions, as in California, Utah, and Iowa; or a strike as in Gary, Ind., or New York City.

3. *What is the composition of the negotiating unit?*

It would appear that, if legislation should be enacted in the various States to establish negotiation procedures for public school teachers, a highly formalized process would result. Currently, negotiations tend to be carried on by the organization president and/or various committee chairmen, meeting in session with the board of education. Assuming that such legislation would result in the need for a relatively high degree of bargaining and legal sophistication by both parties, the use of salaried staff members by either group, or the inclusion of temporary consultants from the State organization offices of either party, for example, would seem imminent. The addition of an appeal procedure would doubtlessly increase the probability that consultants outside of the two interested parties would be involved in the negotiations. In addition, any tendency to establish certain patterns of settlement on a larger geographical basis, say by State or metropolitan area, would also alter the makeup of the negotiators.

Of immediate concern, however, is the composition of the primary negotiation units. The unit which negotiates for the teachers follows one of two basic patterns: It may be all-inclusive, with principals, supervisors, and other individuals holding responsibilities for teacher evaluation all in the same unit, and a single committee representing all staff members on the salary schedule; or it may be restrictive and exclude all principals and other staff members who are quasi-administrators or who hold responsibilities for evaluation of the classroom teachers. The suggestion is occasionally made that further division might be made; e.g., elementary, secondary, English, and mathematics teachers. This, however, does not seem to be a trend at the present time.

On the other side, the negotiator(s) may be the superintendent and/or the board of education (or more likely its representative).

4. *What topics are to be considered negotiable?*

This is the one over-riding question, for, it is this question which is inexorably linked to the often-stated charge that nego-

tiations, sanctions, bargainings, and strikes are all a threat to the basis of the growth of our educational system—local control of the schools. Even the critical issue of an appeal from board-teacher impasses cannot be separated from the definition of the limits which might be placed upon the area of items of negotiation. If the limit is mainly that of economic welfare—salaries and fringe benefits—then little change will be made in current procedures for the cooperative development of these welfare policies. As important as these items are to teachers, the local school board is severely restricted in its flexibility or freedom of movement. The local financial situation, the restriction of State legislation, and the need to retain a competitive position with neighboring districts are all very significant factors in determining the salary level. In addition, there is considerably more tradition and acceptance by school boards and teachers that wide involvement of the teachers in setting economic benefit programs should take place.

If, however, the negotiable items are to include *all* “conditions of work” in the broadest sense, then some truly significant changes may be forthcoming in the establishment of the determinants of the philosophy and policies maintained in each school-community of the country.

These four questions are used as bases of discussion of some of the existing practices to emphasize certain selected but critical issues and to suggest a few possible trends.

CHAPTER II

Representative Types of Negotiation

THE SEVEN school districts visited in connection with the preparation of this bulletin present a variety of patterns of conducting formal discussions between the board of education and the teacher organization(s) in each community. This, of course, is typical of the national situation, with its some 30,000 local boards of education and their associated teaching staffs—no clearly established procedure is common to all of these units.

The following chart lists various characteristics of the major teacher organizations in each of the seven districts visited.

<i>District</i>	<i>Major teacher organization</i>	<i>Negotiation unit*</i>	<i>Scope of representation</i>	<i>Written statement*</i>
Butte.....	Butte Teachers' Union	Negotiations committee	All-inclusive	Yes
Denver.....	Denver Classroom Teachers Associationdo.....	Classroom teachers	Yes
Elmira.....	Elmira Education Association	Professional advancement committeedo.....	No
Norwalk.....	Norwalk Teachers Association	Professional committeedo.....	Yes
Racine.....	Racine Education Association	Conference committee	All-inclusive	No
Utica.....	Utica Teachers Association	Professional advancement committeedo.....	No
Webster Groves.	Association of Classroom Teachers	Salary committee	Classroom teachers	No

*On board of education-teacher organization relationships.

The following descriptions of the districts are, in each instance, quite brief. Basically, the concentration is in terms of certain procedural elements of the negotiations process which were relatively simple to identify. There is no attention directed to such abstract factors as morale, unity, professionalism, and ethics, although these very important considerations are based as much or more upon the day-by-day practices as upon the formal procedures.

Denver, Colo.

The present professional negotiation statement¹ under which working conditions for classroom teachers in Denver are negotiated was adopted on December 19, 1962. Prior to this time, three separate organizations (existed (and still exist) through which classroom teachers could make presentations to the board of education. One is the Denver Federation of Teachers, with membership excluded to administrators and supervisors. The second is the Employees' Council originally formed in 1947. The latter organization includes all employees of the Denver schools and resembles a confederation of the various occupational divisions—teachers, administrators, custodians, cafeteria workers, and others. It was agreed at the time of formation that voting would be on the basis of total membership within the system, thus giving the classroom teacher the heaviest voting weight. Although each division within the council had a subcommittee on salaries, a single committee made the salary presentation to the board of education for the entire salary structure of the school system.

The third organization is the Denver Classroom Teachers Association, formed in 1923, with a membership of teachers only. Several years ago, this group indicated some dissatisfaction with this unified, systemwide approach to salaries. This dissatisfaction was accompanied by a more active participation of the Denver Classroom Teachers Association (DCTA) in teacher welfare programs, and a significant step was the employment of a full-time executive secretary for the association. During the spring of 1962, the president and executive secretary met frequently with the superintendent and the president of the board of education on the preparation of the statement on board-teacher organization relationships. At other times, a committee of teachers met with the board and administrative staff. Various differences of viewpoints were eventually reconciled and the present policy was adopted. Following this, the state-

¹ Included in the appendix.

ment was submitted to the membership of the DCTA for a vote upon its acceptability. Since the opportunity of voting was restricted to members of the DCTA, the major teacher organization, there was a considerable amount of criticism from nonmembers, including those in the Employees' Council and the Denver Federation of Teachers.

There were, of course, conflicting viewpoints as to what rules and regulations should go into the Denver negotiation statement. Two major ones were the provision of a "third party" in the event of an impasse and the use of executive sessions for meetings between the board of education and the teachers' association. The final statement provided for executive sessions; it did not provide for an appeal from an impasse beyond the Denver Board of Education.

Several key features of the negotiation statement should be emphasized. First, the negotiation statement is a policy of the board of education rather than a formal contract with a specific teacher organization, as in the case in Butte, Norwalk, and New York City. It merely refers to certain relationships of the board of education with the classroom teacher organization which has a membership of the majority of the contract teachers. It is an outline of procedural rules through which negotiations will be conducted. There are no laws in Colorado relating to the power of school boards to enter into contracts with employee organizations.

Second, negotiations are carried on between the negotiations panel of the DCTA and the superintendent of schools or his official representative, with the board of education entering the negotiation process only in the event of an impasse or if the question is one of policy beyond the jurisdiction of the superintendent to resolve, such as the salary schedule.

Third, there is considerable stress upon the use of written communications between the DCTA and the office of the superintendent.

Fourth, although the statement provides for the use of consultants by either the DCTA or the superintendent, such consultants in negotiations must be mutually agreed upon by both the board and the DCTA.

Fifth, although any teacher or teacher organization may present proposals to the board of education, negotiations will be carried on with only the organization representing the majority of the contract teachers.

Sixth, and perhaps most important, there is no provision for an external third party to resolve impasses. The board of education acts as the "third party" to resolve such impasses which arise between the superintendent and the DCTA.

One final comment should be made in regard to the role of the board of education. The negotiation statement specifies that the board is to

function as a third party, yet the final paragraph of the statement says that the board of education will meet to "negotiate with the teacher organization representative and the superintendent." Literally, this presents something of a paradox for the board to be negotiating teacher salaries with the superintendent. However, it appeared during the interviews in Denver that the board of education was actually considered to be the body to negotiate with the teachers upon an impasse and upon request of the teacher organization. The superintendent was in fact a consultant and adviser to both the board and the teachers during the negotiations held in executive sessions. The final decision on the subject of the appeal was reserved to the board of education.

Norwalk, Conn.

The present group contract² under which working conditions for teachers in Norwalk are negotiated was adopted originally in 1946. For salary negotiation purposes only with the board of education, the Norwalk Teachers Association's professional committee excludes administrators and supervisors.

Like Denver, the Norwalk teacher organization has undergone a dramatic change, a change which goes back about 10 years or more. At the time of the well-publicized teachers' strike in Norwalk in 1946, the Norwalk Teachers Association (NTA) included, as membership potential, all certificated staff members, excluding the superintendent. However, the NTA was not affiliated with any other national or State organization—neither the NEA nor the AFT. Following the strike, the Connecticut Supreme Court of Errors in 1951 ruled that the teachers had the right to organize, that boards of education could negotiate as they desired within the confines of State law and educational policy, and that teachers as well as other government employees had no right to strike.

Approximately 10 years after the teachers' strike, there was a significant change in the leadership of the NTA, culminated by the resignation of the incumbent slate of officers in 1957. New leadership took over, and within a short time the NTA affiliated with the Connecticut Education Association and, through it, the National Education Association.

Norwalk is the only one of the seven school districts which is fiscally dependent. Salary schedules cannot be finalized until the

² Included in the appendix.

board of education budget is approved by the city board of estimate, although the Norwalk Teachers Association and the board of education complete the negotiations and renewal of the group contract prior to the board of estimate approval of the school system's budget. The group contract includes the salary schedule for the forthcoming year. The Norwalk Teachers Association does not participate in the deliberations between the board of education and the board of estimate when the budget is finally adopted.

The negotiations team of the NTA is called the professional committee. The NTA constitution designates it as "the sole bargaining agent for active members of the association, except supervisors, principals, and vice principals." The committee consists of six members elected by the membership.

The negotiation sessions would be classified as formal, relative to several of the other districts which were visited. Preliminary "informal sessions" with the personnel committee of the board are held. The professional committee usually does not meet with the superintendent prior to negotiation sessions with the school board. The number of sessions with the school board sitting as a committee of the whole varies, but typically they are rather numerous.

The professional committee obtains supporting data through its own resources and with the help of the CEA and the NEA.

During the past several years, it has become common practice to meet with the committee of the whole for salary negotiations.

The professional committee is the only NTA group which negotiates with the board of education. While the negotiation of salaries is an important item of the committee, such matters as grievances and working conditions are also channeled through the professional committee. The committee has apparently felt it is not within its scope of negotiation to question particular items within the proposed budget, but instead has placed its rationale on the importance of ratio-based salaries rather than a salary schedule relative to other expenditures.

The NTA has generally defined as "negotiable" those items concerned with salaries, personnel policies, professional standards, and working conditions.

Of the seven districts, only Norwalk provides for an appeal from an impasse between the teacher organization and the board of education. The group contract states that "The parties agree to accept and abide by the recommendations of the 'Report of the Connecticut Committee on Working Relations of Boards of Education and Teacher Organizations, Revised April 1947.'"³ This report, which was revised in 1962,

³ Included in the appendix.

contains a section suggesting advisable "Procedures in Cases of Persistent Disagreement." These suggested procedures include the utilization of a local review board and an appeal to the secretary of the State board of education. It is noted that action by the secretary is dependent upon his determination that "the educational interests of the State are in jeopardy."

Finally, the use of multiple negotiating units in Norwalk is of special interest. There are three certificated groups in addition to the teachers who present proposals to the board of education: the elementary and the secondary school principals and the department heads—positions with systemwide responsibilities in such areas as music, physical education, and art. A few years ago these three groups attempted to organize as a single unit, but the effort was unsuccessful. The department heads and the secondary school principals are less formally organized than the elementary school principals. Norwalk has a single, ratio-type salary schedule which includes almost all certificated personnel excluding the superintendent. This means that the elementary school principals, for example, are concerned with their salary relationship not only with the classroom teacher but also with the secondary school principal and the supervisor. Since the number of elementary school principals exceeds the number of secondary school principals and supervisors combined, an apparent difficulty in unification is present.

The elementary school principals have grouped into a formal organization known as the Norwalk Elementary Principals Association, but with no external affiliations. Individually, of course, they may be members of the State or national departments of elementary school principals. There is, however, apparently some interest among the elementary school principals in developing a more structured group which can participate in policy formulation as an organization somewhat separate from the internal school system structure. There was a request, expressed in Norwalk as well as in several of the other districts, for the elementary school principals to be heard, as an organization, upon any proposals considered by the board of education which would affect the instructional program in the elementary schools. The year 1968 was the first year that the Norwalk Elementary Principals Association made a formal salary proposal, with supporting data, to the board of education and, as an organization, carried on salary negotiations with the personnel committee and the committee of the whole.

Webster Groves, Mo.

Webster Groves—like Utica, Elmira, and Racine—does not have a written statement of agreement to carry on negotiations between the teacher organization and the board of education. However, there are several important practices which sufficiently distinguish Webster Groves so as to necessitate separate consideration of its program for carrying on discussions between the two parties.

There are two principal organizations—the Webster Groves Education Association and the Association of Classroom Teachers (ACT). The former includes all certificated staff members; the latter excludes administrators and supervisors. In addition, the various school systems in two of the St. Louis suburban counties have formed the St. Louis Suburban Teachers Association, with an executive secretary, a staff, and a building in which to house them.

The most significant feature in the Webster Groves organization is the makeup of the salary committee of the Association of Classroom Teachers. (All salary negotiations for the teachers' salary schedule are carried on by this committee.) It consists of six members appointed by the executive council of the association and one member of the board of education.

The inclusion of a member of the board of education as a regular participant in meetings of the teachers' salary committee is certainly a nontypical practice. However, this procedure has been accepted in Webster Groves for a number of years and is regarded as a basic part of the total program of teacher-board of education-superintendent relationships.

A second significant practice, while not directly related to negotiation procedures but directly related to the personnel policies of the schools, is the procedure for selecting the superintendent of schools. Webster Groves has received considerable attention for the involvement of teachers in the selection of new superintendents, as recently as 1963.

Two separate search committees are established—one within the board of education and one within the instructional staff. Each operates independently while screening prospective candidates for the position. Each prepares, from an initial list, a list of the leading candidates. From these two lists, a number are invited to Webster Groves and interviewed independently by the two committees. Several final candidates are identified, and a joint committee of teachers and board members journeys to each prospective superintendent's present community for an additional interview. Finally, the staff committee submits a list, in priority order, of the candidates. While the decision

remains with the board of education, the recommendations of the teachers carry considerable weight.

These two practices are reflected in the provisions for the discussion of salaries and working conditions between the board and the teachers. The initial step is a meeting of the entire teaching staff at which the superintendent explains the current and projected financial structure of the school district. Following this, the ACT salary committee begins to develop a program for presentation to the board of education. Basically, this is accomplished through meetings of the membership of the association, which, after some general presentations, breaks up into small groups to consider specific questions proposed for discussion by the salary committee. In addition, the Association of Classroom Teachers submits a questionnaire to its members to ascertain their wishes on proposed changes in the salary schedule.

The salary committee then prepares a formal proposal for presentation to the board of education. The board has not been isolated from the plans of the committee—the chairman has made progress reports to the board and, in addition, one of the board members has been serving in the deliberations of the salary committee.

The salary proposal presented to the board consists of four parts:

- (1) A statement of principles, (2) the present schedule, (3) the proposed schedule including identification of characteristics which implement the principles, and (4) the proposed costs. Apparently a minimum of negotiation takes place after this point, other than a verbal presentation to the board to accompany the written proposal. It is the position of the ACT that the prior discussions, the progress reports, and the board member representative on the salary committee have combined to preclude the need for further negotiation and have made the development of an impasse improbable.

The school principals are not on a salary schedule, but each salary is determined on an individual basis at the termination of each school year. The principals do have an informal organization and have, of course, devoted some discussion to the advisability of requesting a single, ratio-type schedule to include all of the instructional staff positions.

Webster Groves does not develop dollar differentials for the various nonclassroom activities which frequently carry an additional salary payment, such as the various extracurricular activities, including coaching. There is a differential in terms of total teaching load to compensate for the extra-activities schedule. However, if any particular group engaged in such activities wishes to present to the board of education a request for a change in conditions of work, the request will be channeled through the salary committee. Although the com-

mittee may not submit a supporting recommendation, the board of education would still be informed of the request by the committee.

Butte, Mont.

The Butte school district has had over the past 20 years one of the most active units of the American Federation of Teachers in the Nation. Located in a community which is relatively isolated in terms of its distance from a metropolitan center, the Butte Teachers' Union has been the sole bargaining agent for the certificated staff for some years.

Butte received national attention because of the inclusion of a union security clause in the working agreement annually signed by the board of education and the BTU. The clause read in part:

Any teacher who fails to sign a contract which includes the provisions in this Union Security Clause and who fails to comply with the provisions of this Union Security Clause shall be discharged on the written request of the Union, except that any such teacher who now has tenure under the Laws of the State of Montana shall not be discharged but shall receive none of the benefits nor salary increase negotiated by the Union and shall be employed, without contract, from year to year on the same terms and conditions as such teacher was employed during the year 1955-56.

This clause, when subjected to judicial review, was eventually stricken from the agreement following the State supreme court decision in 1959. However, because of the prominence of the case in terms of the current interest in teacher organizations, it is appropriate to refer to it.

Currently, the Butte Teachers' Union, unlike many of the AFT units, excludes from membership only the superintendent of schools. Thus, all principals, for example, are members of the BTU. All negotiations with the board of education are carried on through the negotiations committee. The chairman of the negotiations committee is elected by the membership and he, in turn, appoints his committee, subject to review and approval of the executive council. All negotiations are with the committee of the whole of the board of education, and "informal sessions" are not held with subcommittees of the board. Formal sessions are frequently quite numerous, are recorded either in written minutes or on tape, and either of the two parties may be represented by legal counsel. The negotiations committee is the sole channel of discussion with the board, and the bylaws of the BTU specifies that "No Union business shall be transacted officially with the School Board except through the Negotiations Chairman and at least one other member of the committee."

The primary item for negotiation has been salaries. Butte has not had a strike of its teachers, although the question of a potential strike has been raised during several years when an impasse had been reached and contracts withheld by the teachers as a group action until a new master agreement had been completed and signed by both parties.

Although the primary item of negotiation is the salary structure, the recognition agreement⁴ indicates certain other areas which are considered negotiable, such as the standard items of sick leave and length of the school year. In addition, the agreement has rules concerned with selection, promotion, and transfer—in each instance making provision for a seniority factor.

Generally, the BTU does not present proposals within the curricular or educational program area; however, the negotiations committee may rationalize its salary proposals relative to other cost items which may be in the proposed budget. The original salary program as developed by the negotiations committee is voted upon by the membership. Any significant changes in this program would have to be referred to the membership for approval. In the past, alternative parts of the total negotiation package have usually not been offered by the board of education—negotiations have been mostly concerned with the teachers' proposal. An alternative salary proposal may, however, be offered by the board of education. The superintendent may offer an alternate salary proposal upon authorization of the board.

Racine, Wis.

There is no formal negotiation agreement nor statement establishing communications between the board of education and the teachers' organization. The group which maintains communication with the board is known as the conference committee.

The conference committee developed from a certain amount of confusion arising from multiple proposals by various units within the instructional staff; e.g., teachers, principals, and supervisors. The members of the committee are elected by the general membership. It is an autonomous committee in that it is not subordinate to the executive committee of the Racine Education Association. The Racine Education Association extends membership privileges to all certificated staff members, and the conference committee includes representatives of the administrative/supervisory group as well as the classroom teachers.

⁴ Sections included in the appendix.

After developing an initial program, the conference committee requests, through the superintendent, a joint study meeting with the school board committee of the whole. This is followed with a membership meeting at the Racine Education Association where a progress report is made. The number of joint study meetings held each year vary, perhaps as many as 10. What "negotiations" take place are with the finance committee of the board rather than the board of education or the committee of the whole.

The Racine Education Association apparently does not prepare supporting data—such as cost analysis or comparable salary schedules—to submit with its salary proposals. Instead, the position is taken that salary adjustment should be argued on the basis of certain key principles, such as the development of a professional career schedule which would permit Racine to retain highly competent individuals within the community's schools. One result of this approach appeared to be a relatively minor interest by the conference committee in the entrance salary level and a concentration upon the terminal salaries. This was evidenced by the fact that the beginning salaries were recently established quite independent of board-conference committee negotiations and, chronologically, considerably prior to the final adoption of the ensuing year's schedule. They were viewed as purely an administrative problem which needed resolution if anticipated vacancies were to be filled, and not considered a welfare area by the conference committee.

Since the conference committee represents all of the various instructional groups, the salary proposal becomes a package for the entire certificated group, except the superintendent's staff. Each of the subgroups, e.g., elementary principals, may have its own salary committee, but their recommendations would be presented to the board of education through the conference committee. In the event that the conference committee should not accept the position of such a subgroup relative to salaries, the conference committee would submit the suggested proposal with no recommendation. The board of education could and probably would give the minority group an opportunity to make a presentation of its case.

Utica and Elmira, N. Y.

These two systems may be considered together because of the marked similarity of their approach to negotiations between the board and the teacher organizations. In each instance, the negotiating group for the teachers is called the professional advancement committee.

The mechanism for carrying on discussions between the board of education and the professional advancement committee is—in comparison to such places as Butte, Denver, or Norwalk—relatively informal. Meetings with either the board of education or with the members sitting as a committee of the whole are at a minimum. Instead, informal meetings—perhaps three or four—are held with a small number of the board members participating as individuals in the discussion groups. These do not, of course, resolve into negotiation sessions.

Although the Utica Teachers Association (UTA) membership is comprised of approximately three-fourths of the total professional staff, there is also an affiliate of the American Federation of Teachers. The Utica Federation of Teachers (UFT) is reported to represent about 10 percent of the teachers. Until the 1962-63 year, the UFT also presented a salary proposal quite separate from that of the UTA. While the UFT enrolls only members of the teaching staff, the UTA includes all of the certificated groups.

In either of these situations, there is no definite pattern as to whether the formal salary proposal by the teacher organization is presented in a closed or open session of the board of education. But whichever procedure is used, the presentations are relatively brief because, generally, it is the feeling of the parties involved that the previously held informal discussions with individual members of the board preclude the need for extended negotiations sessions with the entire board of education. In Utica, for example, the three groups making presentations—teachers, administrators, and custodians—have been heard on the same evening. However, separate time is sometimes scheduled for each group when requested.

In both Elmira and Utica, the superintendent is involved to a greater degree in preliminary development of the "negotiation package" than is true in several of the other districts visited. Cost data, for example, of a salary proposal is supplied by the superintendent's office rather than compiled independently by the teachers' salary committee. The superintendent's advice on the feasibility of certain proposals is sought by the teachers.

Within both systems, the teachers' organizations have historically limited their discussions with their boards of education to salary and related welfare items. In few instances have they brought up for discussion, as an organization, such issues as the educational program, teaching load, or personnel policies. There has been no inclination to justify a salary increase relative to some other budget increase, such as an increase in the guidance services.

The principals and supervisors are organized relatively similar to several of the other systems. The position was taken that administrative salaries are closely related to the teachers' schedule, and that improvement in that schedule would affect the administrative salaries. The principals are not integrated into the negotiation committee to the extent that exists in Butte or Racine; yet they are not as formally organized as in Norwalk, where a separate organization exists for negotiation purposes. The administrators' council in Elmira, for example, does submit a written salary proposal to the board of education. In 1963, the Utica administrators' group submitted a written proposal to the board for the first time; in previous years their proposals have been submitted only to the superintendent. In both instances these are relatively brief expressions intended to offer the board of education some guidance and information reflective of the wishes of the administrative staff.

* * *

These, then, are rather brief descriptions of the procedure for conducting board-teacher organization communications within seven selected school districts. The emphasis has been upon discernible elements of procedure. The remaining chapters attempt to identify certain of the more important differences and similarities within these seven districts, and then to relate these to the larger problems of possible trends and developments affecting American education.

CHAPTER III

Topics for Negotiation

WHAT TOPICS are considered negotiable is one of the four major questions to which this bulletin is directed. This question raises the issue of definition—a specification of limits of negotiable areas. As teachers and their boards attempt to formalize their discussion procedures, the need for a concise and mutually acceptable agreement upon what topics are to be negotiated will receive early consideration.

On a very practical basis, the items which are submitted by a teachers' organization to the board of education for negotiation can be categorized in at least four ways. Typically, this categorization must be made by the board of education. It may decide that a particular item is beyond the authority, the responsibility, or the resources of the board of education. Secondly, the item may be considered nonnegotiable as a matter of principle, that it is the sole responsibility of the board and/or administration. Thirdly, the item may be within the authority of the board to negotiate, but the question involves certain third parties, including other staff groups, community groups, or other governmental divisions. Lastly, of course, the item may be defined as negotiable.

Historically, teacher organization-board of education negotiations have tended to be restricted to salaries and other economic welfare benefits such as insurance and sick leave. Although salaries may be the most important single item to any employee, they do not present an area which is very amenable to negotiation by public employees, including schoolteachers; for the amount of latitude which a board of education has in adjusting the salary level is really quite limited. Expansion of this latitude can frequently be done only through the submission of the need to the electorate or, rarely, through the dramatization of the issue with a strike and perhaps subsequent remedial action at the legislative level. In addition, competition for staff during a

teacher shortage has in itself forced a considerable amount of salary adjustment quite independent of formal negotiations.

The extent to which negotiations may become involved with matters well beyond the economic welfare area would be difficult to predict. A good deal of energy is being expended by teachers, through their organizations, to obtain formal agreements with the boards. After such an agreement has been obtained, however, the organization is faced with ways to maintain the momentum which was so instrumental in its initial success. The expansion of areas considered negotiable, well beyond salaries and fringe benefits, since these could have been negotiated without a contract, has been proposed as one way to maintain this momentum. A recent statement defined the matter as follows:

Subjects of Professional Negotiation: The matters of joint concern to a local professional organization and a local school board are included in the broad aim to achieve better schools and a better education for every child. This includes, but is not limited to, setting standards in employing professional personnel, community support for the school system, inservice training of personnel, class size, teacher turnover, personnel policies, salaries, working conditions, and communication within the school system. All or any one of these may be the subject of professional negotiation.¹

Alberta, Canada, is frequently cited as an example of one direction which employer-employee relationships in education may take. Arthur Kratzmann, executive director of the Alberta School Trustees, noted a shift in emphasis undertaken by the Alberta Teachers' Association in the past 5 years. Reasons for this shift from a teacher-benefit organization to include a "commonweal" organization were stated to be "(a) a process of goal replacement necessary to maintain the identity and cohesion of a group which had achieved most of its long-range objectives, (b) the constant appeals of the public and external Alberta agencies to shift A.T.A.'s focus from 'union' to 'professional' activities, and (c) a readiness on the part of the membership to assume a larger responsibility, via their parent association, for on-the-job professional improvement."²

The goal of improving the economic welfare of teachers, regardless of what group advocates the goal, cannot be treated in isolation from desires to improve education per se. Along the same line, certain changes in the educational program may well affect the working conditions of both the teacher and the student. Thus, efforts by teacher or other groups in reducing the class size are seen by these groups as having dual benefits—the teacher's conditions of work and the student's

¹ National Education Association. "Guidelines for Professional Negotiation." Washington, D.C.: The Association, 1968. p. 10.

² Arthur Kratzmann. "The Alberta Teachers' Association: A Prototype for the American Scene?" *Administrator's Notebook*, 12: 3, October 1968.

"conditions of work"—and this reciprocity feature should not be ignored.

Another hint as to directions which teachers might like this expansion of negotiable matters to take is suggested in a 1959 statement of the Department of Classroom Teachers of the National Education Association. This statement noted a number of areas of concern, including professional recognition, fair treatment, good administration, and security and welfare.⁸ A series of bar graphs in the statement indicated certain concerns in which teachers, principals, and superintendents felt there might be a need for a policy statement in the school system. As noted by at least 20 percent of the teachers, those matters in which such a policy statement was "vital" (rather than "important," "desirable," or "not desirable") included: teaching assignments, class size, unassigned time during the schoolday, homogeneous grouping (secondary school), employment of professional administrators, assignment of exceptional students, supply of instructional resource material, lunch periods, and rest periods for staff.

(Perhaps paradoxically, the same source indicated that, while 49 percent of the teachers believed a policy statement on class size was vital, only 14 percent felt that a policy statement on participation in policy planning was vital.)

The term "conditions of work," when used to indicate the matters which are negotiable, becomes highly nebulous as one discusses it with staff members. First, it is nebulous within the welfare area, including salaries. Consider, for example, the relationship between teachers' and principals' salaries. If a school system uses a ratio or index type of salary schedule which includes principals and supervisors, this latter group must be pegged to some level on the teachers' schedule. When this is done, the entire salary schedule is viewed with a certain degree of unity which encompasses all but the top level staff positions. One question then raised concerns the advisability of maintaining a schedule which prohibits a teacher from receiving a higher salary than a principal—i.e., the principal's salary is pegged at the maximum teacher's salary rather than a lesser amount. This is an internal issue both for the staff and for the administration and the board of education, who have responsibilities for the recruitment of teachers as well as principals. Should the adjustment of this issue be considered as a "condition of work" and so negotiable?

An even more important extension of "conditions of work" may be found in the curricular offering. There are few program adaptations

⁸ National Education Association. "Conditions of Work for Quality Teaching." Washington, D.C.: The Association, 1960.

which do not in some way affect the working conditions of the teacher, whether it be a change in the pupil/staff ratio, the use of TV instruction, the extension of the schoolday, or the addition of an elementary librarian.

The decision to implement each of these practices has undoubtedly been reached after consideration of certain alternatives which would also affect the teacher's conditions of work. On this basis, to what extent do such noneconomic factors as the curricular program and organization become negotiable items between the board and the teachers?

Although negotiations on such broad curriculum areas were not at the time a matter of concern in the cities visited, two examples of lesser magnitude which were observed might be mentioned. These included staff utilization and staff transfer policies.

There are at least two aspects of staff utilization which directly affect working conditions. One which is readily apparent is the developing change in the organizational pattern of the public school. For example, the assignment of teaching aides or theme readers presupposes a set of criteria through which some teachers receive such additional assistance and others do not. It also assumes that the teacher, after receiving such assistance, is either able to perform his work in a more efficient manner with the same amount of effort, or he is able to achieve the same level of performance with a lesser amount of effort. In either instance, the assignment alters his conditions of employment relative to those teachers who do not receive such assistance. It is then quite realistic to assume that teacher organizations may wish to participate in the development of the criteria by which such assignments are made. This involvement of teachers is quite independent of the additional problem of any differential in salary for changes in position specifications which may be altered as a result of emerging changes in classroom organization.

Team teaching presents another illustration of new developments in staff utilization. An interview with the director of organization of the United Federation of Teachers recently appeared in *School Management*. In response to a question as to whether the teachers' union would take a stand on a particular teaching technique, the director noted: "Certainly we will. As yet, we haven't come to a firm decision, but if we chose to endorse team teaching we might even go so far as to make it part of a contract . . . the union would want a voice in determining the technique of evaluation [on the decision as to whether the program was working]."

⁴"The American Federation of Teachers." *School Management*, February 1964. p. 62.

An additional example which may be cited in the area of staff utilization is that of the guidance program. Among other classifications which may be made of a guidance program is the use of part-time (one period a day) guidance people drawn from the teaching corps versus the use of full-time guidance people with no classroom assignments. Now a tertiary, if not higher order, purpose of a guidance program is to absorb certain nonteaching functions which would otherwise be assigned to the classroom teacher, including discipline as well as career planning. At what point should or will the teachers take the position that a given pattern of organization of the guidance department is ineffective, detrimental to the conditions under which the teacher performs his duties in the classroom, and hence negotiable?

The second area of potential concern as a negotiable item is the transfer policy and, because of its basic relationship, the assignment policy.

Butte and Denver have negotiated transfer policies. The policy in Butte calls for posting a notice of any new or vacant position in each building, indicating the necessary qualifications. Names of qualified applicants are then placed in order on an eligibility list, with rank order determined by seniority of service; new applicants' names are placed on the list in order of the date of their applications. Transfer is thus based upon seniority, and "The superintendent, if requested by any member of the board or by the Butte Teachers' Union, shall show cause for failing to recommend a teacher in the order in which his name appears on the eligible list." A similar policy affects promotion.

The Denver transfer procedure is covered as a policy statement of the Denver schools rather than as one of the rules appearing within the school board-teacher organization agreement, as in Butte. Like Butte, the Denver provision calls for posting, in each building or office, all vacancies to be filled for the following year. Although the policy statement specifies that seniority of satisfactory service in Denver will be given consideration, the "principal criterion in fulfilling requests for a change in assignment is whether the request will be in the best interests of the district." However, the statement further specifies that "transfer requests of presently assigned employees will be considered before any newly appointed person is assigned."

The transfer policy in Denver was a very early item on which negotiations were completed following the adoption of the professional negotiations statement. (Consideration of such changes was initiated prior to the adoption of the negotiation agreement.) The major difference in the policy as indicated above and the prior one is the provision for the posting of vacancies on a systemwide basis.

The apparent problem as to the negotiation of a transfer policy is the rigidity which a seniority provision imposes upon the personnel department in attempting to achieve a balance of experience, age, and sex within any one building. In any school district of any size, certain buildings are considered more desirable than others in which to be assigned. Thus, the teachers may have a desire to seek a more favorable assignment, which can well conflict with the need to maintain an experienced staff within the less desirable building. If a transfer policy based upon seniority cannot be negotiated, then what are the alternatives? A salary differential in the less-desirable assignment might be one. More probable would be recognition of the difficult assignment through a smaller teaching load, additional assistance, and perhaps a higher budget of instructional materials. These types of decisions are now generally made by the administrative staff.

There is the possibility that such matters will in the years ahead be regarded, at least by the teacher organization, as negotiable within an expanded definition of "conditions of work." If this definition is so expanded (and there are some indications that it may be), then the issues of control of the schools and the authority of the local board of education will be raised.

The superintendent of schools in New York City was quoted in regard to a potential teachers' strike in September 1963, as follows:

I'm convinced that the teachers don't want to strike any more than I or anyone else in the city does. Money is only part of what the teachers want. Frankly, I think what the United Federation of Teachers wants basically is more control of the school system.

I mean that they would like to be able to have more say in every school and in every phase of the administration of the school system, a little more say-so in what goes on.⁵

In the same article, the president of the United Federation of Teachers was quoted, in regard to certain improvements in the school system which he said were necessary to prevent a strike, thus: "Among matters that need improvement are the extremely bad discipline problems, oversized classes, and the 'lack of proper respect for the teachers' status.'⁶"

That the role of the teacher's union in New York City in forming policy had not been mutually agreed upon at the time the strike was averted in September 1963 is indicated by the following item from *Nation's Schools*:

Charles Cogen, union spokesman, has suggested that, according to the preamble of the contract, teachers will take an active part in forming school policy (*The Nation's Schools*, October 1963). Calvin E. Gross, superintendent of schools, disputed this statement, saying that, although the contract

⁵ *New York Times*, July 7, 1963. p. 1, 29.

calls for monthly meetings between his staff and union representatives, this does not indicate that teachers will share any administrative responsibility.

Gross proposed that the contract, as yet unsigned, be amended to read: "It is understood that no measure of administrative control shall be exercised over any operation of the school system by the United Federation of Teachers." Rejecting this amendment, the federation replied that, if the board could inject new clauses into the contract, the union could do likewise. The result, according to the union, would be to reopen negotiations completely.

Gross reminded Cogen in a letter that discussions during the negotiations had recognized the board's refusal to accept the "notion that the school system would embark upon any joint effort, however limited in scope, which would depend upon the 'advice and consent' of the union."⁶

The final form of the agreement, as signed on February 10, 1964, contained these two statements. The first, in the preamble, noted: "Toward this end, they have agreed that the Superintendent of Schools or his representatives will meet and consult once a month during the school year with representatives of the United Federation of Teachers on matters of educational policy and development."

The second, in the conclusion, noted: "At the same time it (the agreement) makes clear that the Board has complete authority over the policies and administration of the school system which it exercises under the provisions of law and in the fulfilling of its responsibilities under this agreement."⁷

In these instances, there is support for the position that salaries and fringe benefits, while important factors in negotiations, are not the sole concern of teachers; nor was the issue of control of the schools restricted to the teachers' union strike threat in New York City. The threatened sanctions and a mass withholding of contracts by the teachers in Utah raised the charge by the president of the Utah School Board Association that "if their [sanctions] program is carried out, it could lead to a bureaucratic dictatorship by teachers"; and following that statement the NSBA adopted a resolution supporting the Utah School Boards Association in "its effort to sustain local control."⁸

On the other side, the position that the authority of the local school board is being usurped has been denied frequently by those advocating a stronger participation by the teachers' organization in policy development. An example includes:

⁶ "Role of N.Y. Teachers in Forming School Policy Starts Controversy." Reprinted with permission from *The Nation's Schools*, p. 80, November 1963. Copyright 1963, F. W. Dodge Corp. (a McGraw-Hill Co.), Chicago.

⁷ *Agreement Between the Board of Education of the City of New York and United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO Covering Classroom Teachers*. July 1, 1963-June 30, 1965.

⁸ Elaine Exton. "Pros and Cons of Sanctions Invoked by Utah's Public School Teachers." *The American School Board Journal*, 147: 41, July 1963.

Would professional negotiation involve a violation of the legal authority of the school board? The National School Boards Association policy statement on this subject indicates that they consider it would. However, the 1951 decision of the Connecticut Supreme Court in the Norwalk case and the opinion of the [State] Commissioner of Education in the recent New York City case have rather definitely established that such cooperative participation in policy development is not an illegal surrender of school board responsibility. Only a misinterpretation of the NEA policy could read into the process a will and an intent to invade the realms of policy adoption and policy administration.*

The problem of obtaining a mutually agreeable definition or limitation of the items which might be considered appropriate for joint consideration by the boards and the teachers is of major importance. This bulletin has not attempted to present such a definition, but has instead indicated the difficulties which will operate as deterrents to a simple solution.

The following chapter discusses the proposals for resolving a persistent disagreement between the two parties—the appeal of an impasse to a third or mediatory body. The issue of definition of the negotiable items plus the proposition that such mediatory channels be established usually stimulate the allegations that boards of education would be relinquishing their control of the local school systems. The two subjects—definition and appeal from an impasse—are closely related, particularly in terms of those personnel practices which may be of common concern but are not prescribed by statute. In these instances, considerably more latitude for negotiation is present, and the opportunity for impasses to develop thus becomes greater.

* Erwin L. Coons. "Professional Negotiation: A Step Toward Professional Maturity." Address at Second National Workshop on Professional Rights and Responsibilities, Detroit, Mich., June 1963.

CHAPTER IV

Appeal From an Impasse

THE RIGHT of the teachers' organization to appeal to a third party for the mediation of a disagreement, or an impasse, with the board of education is one of the most controversial of the current issues on professional negotiation and collective bargaining. The provision in the NEA professional negotiation resolution¹ calling for an appeal "through educational channels" was not for arbitration of a board-teacher organization conflict but rather more of an effort at factfinding or mediation. However, in either mediation or arbitration, the provision of an opportunity for appeal raises the question as to any alleged usurpation of the authority of the board of education.

A National Education Association publication on the elements of professional negotiation listed the following four integral parts:

- A provision for teachers' representatives and boards of education to meet and to express their views each to the other.
- Each, in *good faith*, listens to the views of the other, takes the other's views into consideration in coming to a decision, and both negotiate problems on which they do not at first agree.
- A provision to deal with impasse—whether the impasse be caused by the board, by the association—or by what seems to be the most obvious cause, but the one seldom mentioned—by the simple fact that the two honestly cannot agree.
- Final decisions are jointly determined by the teachers' representatives and the school board.²

It is with the third point—the appeal procedure—that this chapter is concerned. Its significance is dramatized by the departure from the traditional concept of unilateral or even bilateral approaches through which negotiations are currently conducted. The provision of such an appeal process in the event of an impasse between the

¹ Included in the appendix.

² Martha L. Ware. *Professional Negotiation*. Washington, D.C.: National Education Association, August 1962. p. 7.

teachers' association and the board of education offers a new and untried negotiation instrument. A possible example of the type of review which might take place in the event of an impasse noted that the association could request. . . .

. . . a representative of the state or national association to assist it in its presentation to the board. If no agreement follows, either the association or the board could request the establishment of a mediation board at the local level. Membership could consist of one person selected by the association, one by the board, and the third member selected by these two. If this board does not effect an agreement, the next step might be to request the services of a person from [a] state educational appeals board. He would be a person skilled in working with individuals and groups. But if he, too, fails to get the parties together, he would make written recommendations to the educational appeals board at the state level. This continuing board could have a chairman designated by the state department of education, three members appointed by the state education association, and three members appointed by the state school boards association. Except for the chairman, the members would have staggered 3-year terms.

If this board is unable to effect an agreement within a certain time, it could submit, in writing, its proposed settlement to the parties, to the state board of education, to the legislature, and, of course, to the public.⁹

The possible similarity between the appeal through educational channels, as exemplified in the above illustration on the makeup of the local appeals board, and the use of a tripartite body under collective-bargaining arrangements in private employment should be noted. The following statement by George W. Taylor, a professional labor-relations expert and an outstanding authority in his field, is descriptive of the latter procedure:

There is no necessity here to spell out the details of third-party participation under [various] labor agreements. Suffice it now to underline that in each case the "outsiders" sit in only upon the invitation of both the union and the management and have only such functions as are specified jointly by these parties.

It is not easy to delineate clearly and precisely the functions of third-party participants. They do include, however, a kind of private mediation by persons known to the parties and chosen by them, [who] are presumably relatively familiar with the background and the nuances of problems on the table. That could have some advantage as compared to ad hoc mediation, provided under the law, by persons less familiar with the case. Beyond that, a new staff function is introduced. It could well be that a major benefit of third-party participation would be in their serving as staff advisers to the joint decision-makers in an extension of the long-established line-staff principles which are standard in modern business organizations. In this capacity, the "outsiders" could conceivably suggest a phrasing of the problems mutually faced in such a way as to facilitate their resolution, and they might be in a better position to express the public interest.

The responsibility of third-party participants for making recommendations

⁹ Ibid., p. 8.

under certain conditions doubtless accounts for most of the antipathy shown by companies and unions alike toward the experiments underway. For here is an outside intrusion, even if invited, that casts doubt upon the longstanding principle that wage determination and the related negotiations are exclusively a private matter. Recommendations can affect relative bargaining positions.

A few words about the real nature of mediatory recommendations are in order, to dispel the contention that they are, in fact, a form of compulsory arbitration. This is simply not the case. An arbitrator with the power to decide weighs the evidence and then, on the basis of the terms of submission, expresses his own conviction of what constitutes a fair and equitable settlement. In a sense, the terms are imposed in voluntary arbitration through a procedure agreed to by the parties themselves. In marked contrast, in fashioning his recommendations, a mediator seeks to discover those terms that will either be mutually acceptable to the parties or provide a starting point from which they can work out terms to which they can agree. Unlike arbitration, either party is free to reject recommendations out of hand.⁴

There are at least two points which should be noted in regard to any implied comparability between such tripartite collective bargaining and professional negotiation. The first is in regard to the term "public interest." The third or neutral party in the tripartite agreement is viewed to a degree as being representative of the public interest. But to extend this concept to our educational enterprise would seem to imply that the board of education would not function as such a representative—hence the need for the third party, the appeal through educational channels. This raises a difficulty in reconciling such a third-party approach in collective bargaining with comparable procedures in education, since the board of education in a sense acts in a dual role—the employer and the representative of the public. The use of a third party seems to suggest a voluntary denial by the board of education of this public responsibility. Its transfer by the board to a designated neutral who would accept it for a possible resolution of the impasse implies that the neutral party would assume the "public representative" designation.

At least one apparent alternative to this problem of the potential change in the role of the board is a potential change in the role of the superintendent. Such a change would view the teacher-administrator relationship quite differently from the present image. Instead, the relationship would more approximate that of the employee-manager, with the board of education then functioning as the third-party representative of the public interest in the resolution of impasses existing between the teachers' association and the administrators or "managers."

⁴George W. Taylor. "Collective Bargaining and Technological Change." *Monthly Labor Review*. U.S. Department of Labor, Bureau of Labor Statistics. Washington: U.S. Government Printing Office, August 1962. p. 669.

The proposal recently adopted by the Denver school board, for example, outlines negotiations between the teachers' association and the superintendent. However, in the event a consensus is not reached, either or both of the "two parties" may present reports to the board of education and the board acts as the appeal party. At this point, "Upon mutual agreement, other persons may be called in to act as consultants."

There are at least two examples of currently established appeal procedures which might be noted. One is outlined in a resolution of the Champaign, Ill., Board of Education; the other is a report of a cooperative committee in Connecticut on "Working Relations Between Boards of Education and Teacher Organizations." (Both of these documents are included in the appendix.)

The Champaign statement establishes three levels for appeal. The first is from a superintendent-teacher organization impasse and is to the local board of education. The second level is to an individual appointed by the State superintendent of public instruction. The third and final appeal is to a board of review, with one member nominated by the teachers, one by the board, and the third by the two nominees.

The Connecticut statement does not consider the local board of education as an appeal body, and hence the appeal level begins with the assumption that the board and the teachers have reached an impasse. The first recommended step is the establishment of a third party at the local level—either a mutually satisfactory individual or a committee. The second and final step is an appeal to the secretary of the State board of education who will act if he considers the educational interests of the State in jeopardy.

The apparent distinction between these two procedures is at the level at which the State offices are involved. In the Connecticut statement, the State level becomes the final appeal; in Champaign, the locally established board of review functions after the State office has failed to solve the impasse.

Among the other six districts visited, only one—Norwalk—had a "built-in" procedure for an appeal. The Norwalk group contract recognizes the statement of the State cooperative committee on "Working Relations Between Boards of Education and Teacher Organizations."

A second factor which must be considered in making comparisons between these two approaches to negotiation suggests a higher degree of comparability. This is the extent to which the third party would function in the area of compulsory arbitrament. This was noted by Taylor and emphasized in a statement by W. Willard Wirtz.

If these neutrals serve only as agreement brokers, bringing the private parties perhaps more painlessly to the same conclusions their own devices would lead them to, these are not significant developments. The accumulating evidence suggests, however, something quite different. It is that these procedures are resulting in the development of factual data from which more rational bargaining can proceed; that points of view are being presented to the parties which are based not just on compromise, but on more responsible reason; that the parties are being given in advance a clearer picture of what they may expect in terms of public reaction to their positions, which will ultimately be so influential on any disputed settlement.

There is substantial indication here, I think, of an evolving pattern of resort in one form or another to that arbitrament of reason rather than of economic force, which may well be essential to the continued vitality and effectiveness of significant private collective bargaining.⁵

This type of approach suggests the provision of some continuity of effort by the third party of a study approach during the prenegotiation procedure rather than at or after the point of crisis has been reached. As Hildebrand notes:

For prenegotiation procedure—and this is the real place of the study committee—the tripartite panel seems to be so obviously preferable to an all-public board as to require little extended comment. After all, the intent of the whole idea is to improve the prospects for accommodation in an inherently difficult setting. By contrast, in contract arbitration—an *ex post* procedure—the case against the all-public board is by no means so clear cut.⁶

One of the problems of current negotiation procedures has been the inability of teachers and boards to make long-term studies of the issues prior to the initiation of negotiation sessions. Relatively few local associations have full-time staff members; and, as a result, salary negotiations, for example, are frequently characterized by a certain amount of sporadicity, culminating usually in a brief period of discussion in the spring when the salary schedule for the ensuing year is established. The advantage of the study committee as suggested by Hildebrand lies in the provision for "careful study and patient discussion [which] can provide a more constructive outlook."⁷ Perhaps the lack of opportunity for both groups to have such "patient discussion," based upon previous and continuing careful study, was instrumental in the development of the NEA resolution calling for more formalized negotiation procedures.

The above remarks should not be construed as a suggestion that third parties are being considered as an alternative to the existing common procedure through which labor and management solve their problems. This was noted by the 1962 report of the President's Ad-

⁵ W. Willard Wirtz. "The Future of Collective Bargaining." *Monthly Labor Review*, November 1961. p. 1207.

⁶ George H. Hildebrand. "The Use of Tripartite Bodies To Aid Collective Bargaining." *Monthly Labor Review*, June 1961. p. 592.

⁷ *Ibid.*

visory Committee on Labor-Management Policy, "Collective Bargaining." While stressing the potential value of third-party expert assistance, including factfinding, mediation, or voluntary arbitration, the report included a note of caution:

We do not in any sense imply that the use of third-party procedures is a preferable objective, or that the use of third parties will lead to more desirable long-range relationships or sounder settlements. These are only supplementary procedures. The central emphasis must be on the development of bilateral relationships based on sufficient maturity, sophistication, and judgment to enable the parties to work out solutions appropriate to their particular circumstances. Responsibility flourishes best in an atmosphere of self-reliance.

The two national teacher organizations would apparently take a negative position to compulsory arbitration. Such a procedure would negate the importance of strikes or sanctions as elements of force just as would be true in private employment. This is a rather significant point which is frequently ignored.

Lastly, some note should be made of the potential development of a negotiation framework which extends beyond the limits of any one school district, the "industrywide" approach. It would appear to be entirely conceivable that negotiations between teacher groups and school boards may place far greater reliance on activity at the State level than has occurred in the past—negotiations between the State school boards' association and the State teachers' association. A suggestion of this development is seen in the "Revised Recommendations on Teacher-Board Contract Relations" of the Minnesota School Boards Association, a statement attempting "to stabilize the contractual relationship between teachers and school boards in Minnesota."⁸

Discussions on sanctions in Oregon have included the proposal that sanctions against any one school board be viewed by the State School Boards Association as being sanctions against that State association.⁹ The 1963-64 conflict in Utah was being conducted at the State level. The development of such a statewide negotiation procedure would, of course, have severe implications for the "appeal through educational channels" as it is apparently being viewed.

A potential broad-based situation has been noted in Colorado. The December 1963 meeting of the delegate assembly of the Colorado Education Association was reported in a Denver newspaper as—

... setting the stage for a possible teacher boycott of Colorado schools in 1965 unless the Legislature appropriates an additional \$30 million for education. . . . a massive boycott would close the schools to more than

⁸ Minnesota School Boards Association. *Minnesota School Board Journal*, November 1962. p. 20.

⁹ *Oregon Education*, November 1963. p. 2.

400,000 children. . . . The ultimatum to the Legislature, passed over the opposition of top CEA officials, was one of the strongest stands ever taken by the 535-member assembly.¹⁰

On this same point, Arthur Kratzmann, in commenting upon the Alberta situation, noted:

When teachers enter power structures at increasingly higher levels of educational government, the activities of competing agencies must be focused upon the same levels of influence. The entry of teachers into the provincial power arena forced the Alberta trustees to develop policies and modes of action which enabled them to compete in the same sphere. If indeed, as many advocate, American teachers focus their activities increasingly at state and federal levels rather than on the local scene, one could expect a revitalization of state school board agencies and indeed of the National Association of School Boards.¹¹

It is now appropriate to raise a number of questions in regard to the potential implications of the appeal procedure from board-teacher organizations impasses.

To what extent—

1. Is an appeal through educational channels the equivalent of an appeal through governmental or nongovernmental arbitration bodies?
2. Is the use of an appeal board to resolve an impasse a denial of the role of the board of education as being the representative of public interest?
3. Is the appeal board viewed as a mediation rather than an arbitration body?
4. Would the imposition of professional sanctions in the event of the inability of the appeal channels to resolve the impasse be the equivalent of a strike?
5. Can legislation be developed for the implementation of the appeal procedure which is basically different from existing labor legislation effecting such channels in private employment?
6. Are certain personnel matters adaptable to a bilateral cooperative determination but not amenable to an appeal from an impasse?
7. Is our present image of the role of the superintendent altered through the use of an appeal procedure?

¹⁰ *Denver Post*, Dec. 8, 1963, p. 2.

¹¹ Arthur Kratzmann. "The Alberta Teachers' Association: A Prototype for the American Scene?" *Administrator's Notebook*, 12: 4, October 1963.

As an individual considers these types of questions, he may develop his own definition of professional negotiation, at least as it relates to the appeal procedure. This definition will not necessarily be definitive as to the comparability of professional negotiation with collective bargaining, and perhaps it should not be. The importance of professional negotiation or collective bargaining should be viewed in terms of their own potential rather than their relationship to some alternative procedure.

However, it is inevitable that for the present time discussions of professional negotiation will be concerned with collective bargaining. It is within the literature on collective bargaining that one currently directs a major part of his efforts in search for information on employer-employee negotiation procedures. And, as suggested above, the provision for an appeal through educational channels is of particular significance to professional negotiations just as the provision for third-party involvement in collective bargaining is of interest to labor and management in private employment.

In summary, teachers are showing increasing interest in formal negotiation procedures. The lack of more descriptive information to delineate procedures for the development and form of the necessary legislation has resulted in a considerable amount of conjecture. However, until such time as there is rather wide implementation of such actions as the NEA professional negotiation resolution and until guidelines are developed which make possible more discerning examination of such proposals, then discussions will probably continue to center upon the relationship between professional negotiation and collective bargaining. It is within this relationship, including the possible increase in the use of tripartite collective-bargaining bodies, that the use of the appeal group becomes significant. This significance is centering upon the suggestion of a possible change in the view of the board as being the representative of the public interest in its negotiation procedures if a provision is made for an appeal from impasses which are insolvable through the traditional bilateral or unilateral approaches of the present. Whether this change legally can occur, or rightly should occur, or administratively will occur presents the basic question still unanswered.

The same question has been phrased as follows:

Lay control of public education is at stake throughout the nation; the problem is more acute in certain sections than in others. Salaries are not the only items under consideration; textbooks, curricular decisions, working conditions, and other factors are as important as salaries. The basic question is whether or not teacher organizations and school boards are willing to sincerely attempt to solve their problems at the local level and are willing to accept and abide by whatever decision may be reached. If not, is

each group going to look to a more powerful agency outside the community, and in doing so abdicate some of its power and individuality? Simply, man is again faced with a challenge in the recurring problem area of human relations. Can two men, or two groups of men, set face to face, examine a problem, and arrive at a mutually acceptable solution without calling for assistance?"

¹²K. Forbis Jordan. "Who Shall Be the Effective Voice for American Teachers?" *The American School Board Journal*, 147: 38, July 1968.

CHAPTER V

Related Issues

THIS CHAPTER discusses several problems related to procedure: the composition of the negotiating unit, the role of the superintendent of schools, the nature of the written statement outlining the relationship between the teachers' organization and the board of education, and the relationship between collective-bargaining and professional negotiations.

Composition of the Negotiating Unit

One of several criteria which may be used for offering general characteristics which distinguish the positions of the NEA from the AFT is that of membership eligibility. This particularly applies to the range of representation which might be encompassed by a negotiating unit in a given school system. That is, will all employees, less the top administrative staff, be represented by a single group, or will classroom teachers and other nonsupervisory employees form an exclusive and separate unit?

Although there are exceptions at the local level, the general policy of the two national organizations is relatively clear. The AFT is currently firmer on the need to exclude the administrator from the negotiating unit to which the teachers belong than is the NEA.

The exceptions to these two general policies of the national organizations were observable within the seven districts visited. The Butte Federation of Teachers excluded only the position of the superintendent from membership eligibility. The Denver negotiating unit is the Denver Classroom Teachers Association which excludes all individuals who have responsibility for teacher evaluation. In Norwalk, where a group contract is used, the administrative/supervisory staff is not represented by the Norwalk Teachers Association negotiation

panel. Yet, for other purposes, all certificated staff members are considered eligible for membership in the NTA. Webster Groves, with no formal agreement between the board and the teachers, again relies upon a classroom teachers' group which has no responsibility for presenting administrative proposals. The opposite is true in Racine. One of the more prominent local affiliates of the AFT, Eau Claire, Wis., also includes principals within the group for which negotiations are conducted.¹

These examples illustrate much of the current discussion among the teaching staff as to whether the negotiating unit should be all-inclusive, teachers and administrators, or multiple, with a number of separate groups making presentations for negotiating purposes to the board of education.

The all-inclusive unit is justified by its advocates on the basis that a total staff approach can be made toward negotiations; and, with the exception of salaries, few welfare benefits distinguished between teachers and other professional personnel. Sick leave and health or medical insurance are generally equally applicable for the entire instructional staff. In addition, there are certain matters unassociated with daily working conditions which might better be considered through a staffwide approach. Perhaps most important is the area of curriculum development and program planning. Others include the various fund-raising drives, efforts to raise the standards of the teaching profession, election campaigns, and perhaps the organization's public relations activities within the community. In addition, it is argued that such an all-inclusive organization in itself creates a cohesive force within the staff and acts as a deterrent to the creation of opposing factions within the school system. Also, certain disagreements within the staff can be resolved if all are within one group. Finally, the use of multiple units adds to the total time and effort which must be expended by the board and its staff.

The difficulties which arise from an all-inclusive organization center around the collective negotiation efforts. If, for example, the one organization bargains for teachers' as well as principals' salaries, then the latter group is at a severe disadvantage purely on the basis of their numerical representation within the group. However, the disadvantage is more apparent in matters unassociated with salaries and other fringe benefits, such as transfer and promotion policies and inservice training—all of immediate interest to the classroom teacher. It may also be true in the procedures for accommodating grievances. If the organization's hearing panels for the consideration of grievances include supervisory members, then it is argued that the teacher with

¹ American Federation of Teachers. *Collective Bargaining Contracts*. Chicago, Ill.: The Federation, 1962. p. 24.

a complaint against a principal is at a considerable disadvantage. In addition, a good deal of latitude exists within a definition of "working conditions" as they are considered matters for negotiation. The broad definition would include many of the factors affecting the teacher's performance within the classroom; and to the extent that any of these factors can be controlled by a supervisory official, the possibility of a conflicting view between the principal and the teacher on the nature of remedy prohibits their membership in a body which can make only a single recommendation to the higher authority. If the two parties are in separate organizations, it is argued, then the reviewing authority would hear both positions.

What, then, are the possible directions which a resolution of this problem can take, assuming that the present stimulation in formal negotiation procedures continues? It is doubtful that teachers would abandon all of the advantages of an all-inclusive organization. These advantages are intangible but no less real. The need for unity, cohesiveness, and communication between the classroom teacher and his immediate and secondary supervisors is of great importance. A single organization facilitates this need and will not be easily discarded in our schools.

The problem, in summary, is the advantage of a unified approach to educational problems versus the desire by the classroom teachers to employ the proportionate power which their numbers provide to obtain certain benefits and conditions of service. Local staffs may develop multiple organizations with teachers in one group and their supervisors in another; they may continue with the all-inclusive organization; or they may develop an all-inclusive organization for certain system- and professional-wide matters, the pattern which existed in several of the districts visited, including Webster Groves, Norwalk, and Elmira. For purposes of negotiating salaries and other benefits with the board of education, the classroom teachers function as an organization independent of their supervisors. Which of the three directions is followed in the next few years may well shape the structure of teacher organizations for decades to come.

Role of the Superintendent

The superintendent of schools is the chief administrator and the executive officer of the school system. He is a teacher. He counsels with and advises the board of education. He represents the school personnel in professional and welfare matters in dealing with the board of education and in the community. His position requires that he exert educational leadership, state his educational point of view clearly in the community, and lead

in the improvement of instruction without fear of criticism and with confidence in his position. His advice is sought in the halls of the state legislature. To perform this role, it is imperative that the superintendent give leadership in all matters relative to personnel and in presenting proposals to the school board.¹

The National School Boards Association has presented the role of the superintendent as: ". . . NSBA urges . . . policies whereby the superintendent, as administrative officer of the board, can function as a channel and interpreter of teacher concerns to the board and of board responsibilities and concerns to the teacher. Direct hearings with the board should be arranged through the superintendent if this proves inadequate."²

A description of the role of the superintendent in the negotiations between the boards and the teachers in the seven districts covered by this study is difficult. As advocated by the National Education Association and the American Association of School Administrators, he acts in the capacity of a professional leader of the staff as well as that of an executive officer of the board of education.

These descriptions are not sufficient, however, to distinguish the role of the superintendent in different situations, a role often determined by conflicting demands upon him. Nor would it be appropriate to suggest that seven different types of roles might be observed within the seven districts studied. However, there were three situations which may be discussed to illustrate some basic differences in operational procedures among the districts visited. The descriptions of these three situations are only in terms of negotiations with the teacher organizations—the discussion does not apply to the regular day-by-day pattern of carrying on normal communications with the staff on problems of concern, including personnel, curriculum, and the community.

Denver and Butte provide the most clearly distinctive forms. The professional negotiation statement in Denver provides that negotiations be carried on between the teachers' association and the superintendent of schools. Changes in board of education policy must receive ultimate confirmation of the board; otherwise, the board of education is involved only if the superintendent and the teachers' representatives have reached an impasse. At this point, the board of education "Shall meet together with the teacher organization representatives and the superintendent in executive session to negotiate." (The implication of this phrase—the board to negotiate with the . . . superintendent—would appear to be confusing.) Thus, in Denver the

¹ American Association of School Administrators, report of the Resolutions Committee, Atlantic City, N.J., Feb. 16-20, 1963, p. 202.

² Approved by delegates to the 1963 National School Boards Association convention in Denver, Colo.

superintendent actually is one of the two negotiating parties. If an impasse is reached between the superintendent and the teacher organization and an appeal is made to the board of education, the board then becomes active in negotiations. The superintendent then becomes consultant and adviser to both the board and the teacher organization representatives.

Unlike Denver, in Butte all negotiations are carried on directly between the teacher organization representatives and the board of education. If the Butte board wishes the superintendent to negotiate for it on an issue, a formal authorization is issued for the superintendent to act as agent of the board. This procedure is in accordance with the American Federation of Teachers' position which regards the superintendent as belonging with the management and "an employer at a negotiating session." The superintendent does, however, offer assistance and necessary information as requested by either the teachers or the board of education. The contrast between Butte and Denver is in terms of the extent to which the superintendent carries on negotiations relative to the extent to which they are conducted by the board. In Denver, negotiations are conducted generally by the superintendent and sometimes with the board; in Butte they are conducted generally by the board of education and sometimes by the superintendent.

This distinction between the situations in Butte and Denver should not be construed to suggest that the superintendent is any more or less active in the total picture regarding board of education-teacher organization communication. The role of the superintendent vis-a-vis the board of education should not be considered discretely from the role of the superintendent vis-a-vis the teacher organization. On the one hand, the teacher recommendation goes to the board with the superintendent acting as an agent-intermediary (with his complete recommendation for approval, rejection, or compromise), while, on the other hand, the teacher recommendation is received by the board of education and then referred to the superintendent. In this latter situation, of course, the possibility of direct compromise by the superintendent with the teacher organization is prohibited by the format. However, in either instance, both of these policy development processes must be recognized as such and are distinct from policy approval, which is a matter of board action alone. The involvement by the superintendent is not discernibly less in either situation.

A third example is the situation in Webster Groves, which may be contrasted with the other two by the absence of formal rules of procedure. Whereas Denver and Butte offer a contrast in two types of formal negotiations, Webster Groves offers an example of the informal procedure as pertaining to the role of the superintendent. Since a

member of the school board is a permanent member of the teachers' association salary committee, negotiation sessions of any magnitude between the board and the teachers seem unnecessary. In addition, the superintendent's role in negotiations is not defined by a written statement as in Denver or Butte, and hence his flexibility in operating as both an adviser to the teachers as well as the executive officer of the board is considerably wider. When the teachers meet with the board for salary proposals, for example, there is little exchange since much of the discussion has been carried on in prior sessions with either the board member of the salary committee or the superintendent. A good deal of communication among the three parties is effected prior to the final determination of salaries.

The other four districts exhibit patterns which would basically tend to follow one of the above three. Norwalk has a negotiation contract, and this in itself calls for direct communication with the board, thus presenting a situation somewhat different from that in Denver or Webster Groves. In addition, since the school system is fiscally dependent, many financial data are obtained from the board of estimate office, thus diminishing the superintendent's need to provide this type of assistance.

In Utica, Elmira, and Racine, the pattern appears to be rather similar. This includes involvement of the superintendent with the teachers' salary committee at an early stage in the development of a proposal for the ensuing year, and then somewhat of a withdrawal of the activities of the superintendent until after the submission of the proposal to the board of education. The superintendent does not submit an alternate salary proposal as a standard practice in these three districts; however, he is expected to offer suggestions and recommendations in regard to the teachers' proposals to the board. This again appears to be a common practice in each of the seven districts.

The situation in Utica, Elmira, and Racine is probably more typical of the national picture, at least quantitatively, than those followed in the other four systems. The entire negotiation procedure in these three districts is relatively informal; there appears to be an absence of actual bargaining because of the informal discussions with the superintendent and the board which precede the formal presentation of the teachers' proposal to the board. Typically, the responsibility for making salary proposals of the administrative/supervisory group is assumed by the superintendent—not necessarily because he desires to do this, but because it is the traditional practice in the district.

A possible change in the accepted role of the superintendent in negotiations, particularly in the larger school systems, should be noted. He may increasingly assume the position of the negotiator for the

board of education. This is particularly true if a greater amount of complexity should develop—more vigorous teacher organizations, State legal rules and regulations, and a significant expansion of the types of matters which are considered for negotiation. As the demands upon time and effort, and for technical sophistication increase, or if the definition of "conditions of work" expands appreciably, the boards will probably be faced with one of two alternatives: Either the initial negotiations will be handled by the superintendent's staff or a new position will need to be created to represent the superintendent and/or board of education in negotiations.

An additional factor which tends to support a possible change in the superintendent's role arises from the suggestions that there should be opportunity for appeal of impasses. Since such appeal plans center upon mediation rather than arbitration, and since one traditional concept of the role of the superintendent has approached that of a mediator between the board and the teachers, the establishment of such an appeal procedure would appear to negate this mediatory responsibility of the superintendent's. One alternative, which exists in Denver, is for the board to act as the appeal board; but this is not, of course, consistent with the demands of those teacher organizations which desire an appeal through appropriate channels, labor or educational, in the event of persistent disagreement.

It is probable that changes in the role of the superintendent, e.g., to become the board's negotiator, will be determined by forces other than the superintendent himself. The continuation of his acceptance in negotiation matters as both a leader of the professional staff as well as a board executive may depend as much upon the wishes of either the teachers' organization or the board of education as upon the desires and abilities of the superintendent.

Kratzmann has noted that, "If highly organized bargaining situations come into being between teachers and school boards, the participation of the school superintendent in board decision making may be diminished. In Alberta, where teachers and trustees alike are active at the provincial level, and where both groups have access to out-of-district agents in times of disputes, the superintendent's role has been reduced to that of providing pertinent information to both parties."⁴

The position of the NEA, the national organization representing the great majority of the teachers, on the role of the superintendent has not been as concise as that of the AFT. The latter clearly regards the superintendent as the representative of the school board; the NEA pictures him in a dual role, representing both the teachers and the

⁴ Arthur Kratzmann. "The Alberta Teachers' Association: A Prototype for the American Scene?" *Administrator's Notebook*, 12: 4, October 1963.

board. That this has caused some confusion is evident in a change proposed to the original negotiations resolution adopted in Denver.

The 1962 resolution, while referring to either the board or the teachers some 25 times, did not make a specific reference, by title, to the superintendent. The possible exception was the term "professional channels," which has been interpreted to mean the chief administrative officer. The resolution, as revised at the July 1964 Seattle meeting, contained this paragraph as a clarification of the superintendent's role:

The cooperative development of policies is a professional approach which recognizes that the superintendent has a major responsibility to both the teaching staff and school board.

Nature of the Agreement Between the Board of Education and the Teacher Organization

The word "agreement" in this sense refers to a written statement which outlines the relationship between the two parties. It may be a rather detailed statement of policy, as in Denver; or it may be a more formal contract with signatories and a termination date, as in Butte; or it may merely be a simple sentence to the effect that the board recognizes a particular group as the official organization for dealing with the board in matters relating to salaries and conditions of work. These three examples stand in contrast to the mere inclusion in the school district personnel manual of the rules and regulations governing conditions of service or their notation in the minutes of the board meetings.

Traditionally, teachers and their boards have based their mutual responsibilities for communication on personnel matters on an unwritten, informal understanding founded upon the trust and good will established by the precedence of previous boards and staffs. Supporters of a written agreement which formalizes these responsibilities contend that it offers both parties the additional elements of continuity, uniformity, and compliance without, hopefully, lessening the importance of faith in human relations to a sound personnel program. They view the use of a formal agreement as a supplement to and not a replacement for the existing procedure for carrying on discussions.

What features distinguish these written agreements from the more typical situation in which no such statement of relationship exists? The most common distinguishing characteristics would probably be the stipulation that the board of education has agreed to discuss significant changes in the staff personnel policy, changes in policy which may be initiated by either the teachers or the board. Instead of a mere policy

statement to confer with the staff on such matters, however, the agreement specifies a particular organization which is considered representative of all or a segment of the instructional staff.

But the distinction among the several types of agreements is of greater interest. This distinction is occasionally used to illustrate one of the several differences between professional negotiations as advocated by the NEA and collective bargaining as proposed by the AFT. We have, on one hand, a professional negotiations statement; on the other, a collective-bargaining contract.

Present professional negotiations statements have concentrated upon a definition of procedural rules through which negotiations between the two parties concerned will be conducted. Generally they exclude a listing of those items, e.g., salaries, sick leave, and seniority, upon which negotiations have taken place. The collective-bargaining contracts, on the other hand, generally include a listing of the various subjects upon which agreement has been reached.

Only three of the seven districts visited—Butte, Denver, and Norwalk—had adopted a written agreement; however, there are a number of other school districts which have developed forms of agreements, and two of these—for Champaign, Ill., and Bremerton, Wash.—are included in the appendix. Champaign is one of the most prominent recent examples of the professional negotiations approach. The Bremerton Federation of Teachers and its board of education have annually negotiated a working agreement or contract for the past several decades.⁵

The Champaign and Denver statements are essentially board of education resolutions which provide for an orderly method of handling discussions of common concern between the board and the teachers' organization. Thus, the statements should not be regarded as "working agreements" or "negotiation contracts" in the sense that the two parties annually negotiate and sign a new contract. These two statements may also be characterized by their concentration on procedures for negotiation rather than the substance of the matters which are negotiated. The salary schedule, the sick leave provisions, and the transfer policy, for example, do not appear within these two statements. A distinct feature of the Champaign agreement is the striking absence of the word "negotiation" from the text.

The Butte and Bremerton agreements are similar in that they concentrate almost exclusively upon the substance of the matters which

⁵ As a result of an election held Feb. 28, 1964, the Bremerton Education Association will replace the Bremerton Federation of Teachers as the exclusive representative of the teaching staff in grades K-12. The BFT agreement which is referred to here, and of which selected sections appear in the appendix, was terminated at the end of the 1963-64 contract period.

are negotiated; and, with the exception of clauses on the duration and renewal of the contract, little mention is made of procedural regulations for the implementation of negotiations. In this sense, these agreements would appear to be a substitute for a written personnel guide, although they are negotiated annually and the signature of the representative of the two parties are affixed thereto.

The Norwalk "group contract" is a combination of the above approaches. There is a section on recognition, a definition of negotiation, and an agreement to abide by the provisions of a State joint committee statement of recommendations for negotiation procedures, including appeals from an impasse. However, the contract also includes sections on salaries, working conditions, and teacher responsibilities for termination of employment notices. This contract, then, combines procedures with working conditions in one statement. It is negotiated annually and includes the two parties as signatories of the document.

Of particular interest within the existing formal agreements between teacher organizations and their boards of education is the provision regarding communication with individuals and minority membership groups. Several of these examples are noted:

New York.—"The Board recognizes the Union as the exclusive bargaining representative of all those assigned as classroom teachers. . . . [This is followed by a definition of classroom teachers along with certain exclusions.]

"Nothing contained herein shall be construed to prevent any board official from meeting with any employee organization representing classroom teachers for the purpose of hearing the views and proposals of its members, except that, as to matters presented by such organizations which are proper subjects of collective bargaining, the Union shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Union. . . .

"Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with his immediate superior or (2) processing a grievance in his own behalf in accordance with the grievance procedure hereinafter set forth in Article VI."⁴

Champaign, Ill.—"The Board of Education recognizes . . . that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board of Education and representatives of the Champaign Education Association to dis-

⁴ *Agreement Between the Board of Education of the City of New York and United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO, Covering Classroom Teachers. July 1, 1963-June 30, 1965. p. 2.*

cuss matters of common concern, to reach a mutually satisfactory agreement on these matters, and to appeal through professional and educational channels in the event of an impasse."

Norwalk, Conn.—"The Board of Education of the City of Norwalk . . . recognizes the Norwalk Teachers Association . . . as representative for all teachers employed and to be employed in the Norwalk School System who have designated or will designate the Association to be such by written notice to both parties to this agreement.

"The rights of individuals and groups to be heard by the Board is covered under the section agreeing to abide by the recommendation of the Joint Committee of Board-Teacher Organization relationships."

Butte, Mont.—"The Board recognizes the Union as the exclusive bargaining representative for the purpose of representing all teachers covered by this agreement as to rates of pay, salaries, hours of employment, and all other terms and conditions of employment."

Bremerton, Wash.—"It is understood and agreed that this Agreement relates and applies to all certificated personnel except those employed in an administrative and/or supervisory capacity and that the Bremerton Federation of Teachers is the sole bargaining agency for the aforementioned personnel of this district concerning salary and working conditions covered in this contract.

"While the Teachers' Federation is the bargaining agent for the teachers, nothing in this agreement shall be construed to remove the right of the individual teacher to contact the Superintendent or the Board to consider the problems of any individual or group."

There are several items worthy of special note in an examination of these recognition clauses. Denver recognizes the "majority group" rather than one specified by name; this provides for recognition by majority "membership" rather than by majority election. Norwalk includes an agreement to abide by the joint committee statement; this provides for an election which need not *necessarily* result in the recognition of the group with the majority membership.

Another item is in regard to the rights of the individual and/or minority groups. In some instances, these are spelled out in the agreement; in others, they may be contained elsewhere, such as in the board policy manual. Also, there is a distinction between having the right to make proposals to the board as opposed to the right to negotiate those proposals.

There are several important differences between current problems of collective negotiation in private industry and those in education, as indicated in the group contracts.

One is the relatively higher degree of emphasis placed upon employment security in private industry. Teachers have not had cause for concern with job security, and, if present enrollments and teacher shortages continue to increase, they will not in the foreseeable future.

That this security consideration is not entirely ignored, however, is apparent in several agreements including Anaconda, Mont., and Eau Claire, Wis. The Anaconda agreement states:

In the event that it should, in the judgment of the trustees, become advisable to reduce the number of the teaching staff, teachers shall be retained in order of seniority. Seniority shall be determined by length of latest continuous service in the Anaconda School System, provided always that the seniority rule shall apply only to a position for which a teacher is clearly qualified under the rules and regulations of the Montana State Board of Education.⁷

In Eau Claire, Wis. :

Whenever it becomes necessary to lay off employees due to a shortage of work or lack of funds, employees shall be laid off in inverse order of their length of service; and whenever so laid off, such employees shall possess rights of re-employment for a period not to exceed one year when vacancies exist for which, in the opinion of the Superintendent of Schools, they are qualified.⁸

These two examples illustrate both the seniority provision and the job security provision. There are numerous other examples which might be cited to suggest other particular features, such as procedures for changing or affirming the bargaining agent, the opening of the agreement, the processing of grievances, dues checkoffs, and the no-strike clause.

Other features of less importance would include the indication of a terminal date of the agreement as well as the fixing of signatures to the contract by the appropriate representatives. These practices were exemplified in Butte and Norwalk.

The no-strike provision is illustrated in Bremerton and Champaign. In Bremerton, it is agreed upon as part of the contract between the two parties; in Champaign, it appears with the board resolution. In Denver, recognition of the negotiating unit is based upon majority membership, and a built-in provision exists for a change in designation of the teachers' representative. Of Butte, Denver, and Norwalk, only the latter spelled out the procedure for processing grievances.

It would appear, then, that considerable variation exists in the content among the current agreements between teacher organizations and their boards of education. A few are quite complex. Many are limited to a brief statement of board policy or a resolution which recognizes

⁷ American Federation of Teachers, op. cit., p. 22-23.

⁸ Ibid. p. 24.

the existence of a specific organization of teachers. These may, of course, be the initial step in the development of a more thorough and concise statement.

Third and lastly, some of the written statements on board-staff relationships appear as resolutions of the board of education, while others of very similar content provide for an agreement in that signatures of the two parties are affixed. The resolutions generally outline certain procedures through which the board has agreed to discuss policy change and development; they provide for no commitment by the teachers, and because they are resolutions they can be terminated by unilateral action. Where a contract exists, provisions frequently are found which call for some commitments on the part of the teachers' organization, such as a "no-strike" statement.

The distinction between the professional negotiation agreement as adopted by the Denver Board of Education and the collective-bargaining contract as developed in the New York City Schools has been precisely stated by the Committee on Law of Government Employee Relations of the American Bar Association.⁹ The committee noted the breadth of the Denver procedure, calling for negotiations *at any time*, over any matter. The New York procedure was viewed as a comprehensive contract, limited to negotiation upon certain specified matters, subject to renegotiation at specified times.

The central question, stated by the committee in viewing the two approaches, is "whether this concept of the scope of bilateralism in the relationship between school teachers and boards of education or an 'industrial relations' concept delineating between 'working conditions' and 'management prerogative' will prevail." The question as to the extent to which "management prerogatives will prevail" is of immediate concern to school boards and superintendents as well as to the two teacher organizations. It underlies much of the conflict among the various education organizations.

Professional Negotiation and Collective Bargaining

To implement the concern over the need for staff involvement in personnel policy development, the National Education Association advocates a process known as professional negotiation. The American Federation of Teachers urges collective bargaining. The differences

⁹ Report of the Committee on Law of Government Employee Relations in 1963 proceedings of Section of Labor Relations Law of the American Bar Association. Chicago: American Bar Center, 1964. See section on "Employer-Employee Relations in Public Education," p. 148-153.

between the two approaches are difficult to define. Some important similarities might be noted first. In either procedure, there are provisions for (1) a direct, one-to-one relationship between the teachers and the board of education, (2) the establishment of this relationship through legislation, (3) the development of a written contract or procedural policy defining the implementation of the relationship, and (4) the use of sanctions in the event of an ultimate decision which is unsatisfactory to the teachers. There is also a fifth but limited agreement on the use of third parties.

Many of the differences are stated in terms of the climate in which negotiations take place rather than the operational procedures. The climate may vary from district to district, depending upon many factors unassociated with orderly procedural rules of operation. There are, however, several important possible procedural criteria which are used to distinguish the two approaches.

First is the use of educational as opposed to labor channels for the establishment of operating procedures, including appeals from impasses. Professional negotiation would seemingly be covered within the education code in each State, and the services and resources of any State labor mediation agencies would not be available to education agencies. Collective bargaining for teachers would presumably rely upon the services of each State labor office, and the regulations for conduct of negotiations would be within the State labor code.

Second, there is the issue of the relationship of the teachers' organization with forces external to the teaching profession. Thus, the local units of the American Federation of Teachers are affiliated through the organizational structure with noneducational groups; i.e., the AFL-CIO. This same type of relationship is not characteristic of the local units of the National Education Association.

Third, there is the use of strikes and sanctions. It is awkward to use these tactics to distinguish professional negotiation from collective bargaining. In either case, the weapon is being used to gain certain conditions by the employee group; and an immediate, even if temporary, penalty is imposed upon the students. Advocates of either strikes or sanctions would argue, however, that the long-range gains are sufficient to justify this penalty which the students must suffer temporarily. The distinction between strikes and sanctions as to their appropriateness on ethical grounds also is not apparent.

The use of this weapon—the strike—may be more applicable as a means of distinguishing the positions of the NEA from the AFT than to distinguish collective bargaining from professional negotiation. (See the appendix for the 1963 resolution of the AFT on collective bargaining.)

Fourth, the composition of membership of the negotiating unit is a possible distinction. Although this may be a factor at the national level, the seven districts visited showed that no set pattern existed at the local level which would make membership a valid feature for distinction. For example, school principals may be members of the local bargaining unit regardless of the national affiliation.

Fifth, there is the difference between the two organizations as to the role of the superintendent. The AFT regards the superintendent as a representative of the board of education and, as such, one of the two negotiating parties. The NEA views the superintendent in a dual role, offering assistance and advice to the board and to the teachers.

Individually or in toto, the above factors do not present decisive significant differences between the two terms, professional negotiation and collective bargaining. This lack of distinction may be illustrated by a statement of the Commissioner of the Wisconsin Employment Relations Board:

I am unable to understand, because of my experience in several thousand mediation sessions in private employment, that there is any substantive distinction between the term collective bargaining as used in private employment and the term professional negotiation as used . . . to describe the action desired by the teachers' association in their discussions with the school boards about salaries and working conditions.¹⁰

Nor is the distinction always stated with decisiveness among the teachers' organizations. The June 1963 issue of the Detroit Federation of Teachers' (AFT) newspaper defined collective bargaining as "an orderly procedure, developed over a great many years, for employee organizations and management to use in settling problems that inevitably arise in the course of any employment." As opposed to this, professional negotiation was defined as "what we have been working with to date." The newspaper added: "It has not proved effective." The use of an orderly procedure would not be a critical distinction between the two terms.

Seven months later, the January 22 issue of the Detroit Education Association (NEA) *News* discussed four major objections to collective bargaining relative to professional negotiations. One of the four objections and distinctions was that collective bargaining entails multiple bargaining units. The procedures in Butte (collective bargaining) and Denver (professional negotiations) would not support this characteristic as being a distinctive one.

And lastly, from the point of view of a school board member, "Professional negotiations are similar to collective bargaining with the major difference appearing to be that the third party to mediate

¹⁰ Minnesota School Boards Association. *Minnesota School Board Journal*, September 1962. p. 8.

differences would be selected from the State Department of Education rather than from the State Department of Labor."¹¹

The above quotations have not been presented merely to support a position as to the similarity of the two terms, but rather to suggest that considerable confusion may exist among that large group of citizens—the parents and other patrons of the schools—as to the nature of the requests which teacher organizations are currently making as to their involvement in the development of policies affecting the conditions under which teachers are employed and serve. The teachers' organizations would appear to have both an internal problem of offering a more definitive distinction between the two procedures, as well as an external problem of providing greater clarity to the importance of a collective negotiation procedure which extends beyond that now typically offered and accepted in a large number of school districts of the Nation.

Greater clarity could perhaps be added if concentration were upon the positions of the NEA and the AFT rather than upon professional negotiation versus collective bargaining. There are differences between the two organizations' approach to collective negotiation which are independent of the issue of the use of collective-bargaining procedures in education.

¹¹ *Ibid.* p. 12.

CHAPTER VI

Summary

THE ISSUES, problems, and practices which have been discussed have been rather selective. Generally, this selectivity has tended to ignore certain of the issues which have been debated rather emotionally and to concentrate instead upon certain procedural problems which are arising and being resolved as teachers attempt to work more closely with their boards of education.

No effort has been made in this bulletin to relate judicial and legislative actions to the area of negotiation, bargaining, strikes, sanctions, and organizational membership and recognition. Such legal decisions have obvious implications for continued developments in the efforts of teachers to achieve collective negotiation. However, there is a large area of the question which is and must be debated quite independent of existing State legislation.

A second area which has generally been ignored is the well-publicized schism between the positions of the National Education Association and the American Federation of Teachers. An important problem has arisen from the development of teacher organizations—the NEA and AFT local affiliates—as groups competitive with the local school system in terms of rival structures through which personnel as well as curriculum problems are attacked. The major issue, however, has become one of the authority of the local school board—the ability of the school board to make a unilateral decision without any provision for appeal by the teacher organizations from that decision other than a judicial review if appropriate.

The issues which have been singled out for discussion have a high degree of importance as they relate to procedural rules whose implementation signifies certain potential changes for public education. Of major importance has been the matter of the definition of the items which might be considered negotiable. Examples of current or

proposed matters range from salaries to promotion, inservice training, and the curricular program. As this definition is extended, the importance, time, effort, and funds devoted to negotiations between the boards and the teachers will undoubtedly increase.

Another matter of considerable concern, particularly to school boards, is the proposal that provisions be made for mediation of any impasses arising from negotiations with their teacher organizations. This issue has probably received less attention than the propriety of sanctions and strikes by teachers. The importance of the proposal was noted, as were certain similarities of such third-party mediation efforts with current practices in industrial collective bargaining.

Some attention was also given to the role of the superintendent in professional negotiation and collective bargaining. There is little question that the efforts of teachers to negotiate directly with their boards of education have caused some concern among the chief school administrators. The discussion on the role of the superintendent attempted to indicate three different operating procedures within the seven districts visited and then to hypothesize possible trends. It did not attempt to analyze the role as viewed by the three interested parties—the superintendent, the teacher organization, and the board of education.

The membership of the unit which negotiates with the board of education can take one of several forms. First, it can be all-inclusive, with all members of the instructional staff within the same organization. Second, the classroom teachers may have their own group for negotiation purposes. Third, there may be a number of variations dependent upon the organization of principals and supervisors or the existence of more than one employee organization. A number of examples of these different patterns were identified within the seven districts included within the study.

Finally, two points should be emphasized. First, the relatively high degree of attention given in current discussion to the possible relationship between professional negotiations and collective bargaining has tended to obscure discussions of the implications for the schools of changes in teacher association-board of education relationships. The desirability or undesirability of collective negotiation should be discussed in terms of these possible changes rather than in terms of the equability of the two procedures. Second, and more important, is the goal to be advanced for the establishment of machinery to mandate any particular type of negotiation procedure. It is the consideration of what professional negotiation and/or collective bargaining will or will not do for American education which will be receiving increased attention by the teachers, the school boards, and, of course, the major "third party"—our society itself.

With the exception of those communities which have been directly involved in such actions as strikes or sanctions, the discussions to date have not appeared to make a strong impression upon the lay public. Hopefully, the public will become more aware of the issues, and, hopefully, their awareness will arise from an increased discussion on the matter rather than through a crisis situation in individual communities.

The importance of discussion on this problem and its significance has been clearly stated by Dr. John H. Fischer, president of Teachers College, Columbia University. Writing in the February 1964 *Teachers College Record*, he noted:

Virtually every innovation in American schools during the coming decade will be influenced by two strong currents of change. One of these is the growing effort to improve relations between races. The other is the increasing insistence of teachers on the right to express their views on school policy questions.

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See also recent issues of the *NEA Journal* and the proceedings of the national conventions of the AASA, AFT, NEA, and NSBA; and publications of the teacher organizations in the larger cities, including Detroit, Chicago, New York, Cleveland, Los Angeles, and Denver.

APPENDIX

Statements on Board-Staff Relations

The following are representative statements which have been issued by national, State, and local education organizations.

The NEA and the NSBA policies are reproduced with permission from the NEA publication, *Guidelines for Professional Negotiation*.

National Education Association Resolution No. 15*

Professional Negotiation

THE TEACHING profession has the ultimate aim of providing the best possible education for all the people. It is a professional calling and a public trust. Boards of education have the same aim and share this trust.

The National Education Association calls upon boards of education in all school districts to recognize their identity of interest with the teaching profession.

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

Recognizing both the legal authority of boards of education and the educational competencies of the teaching profession, the two groups should view the consideration of matters of mutual concern as a joint responsibility.

The seeking of consensus and mutual agreement on a professional basis should preclude the arbitrary exercise of unilateral authority by boards of education and the use of the strike by teachers.

*The Association believes that procedures must be established which provide an orderly method for professional education associations and boards of educa-

*Approved as Resolution 18 at the 1962 NEA convention, Denver, Colo. At the 1963 convention in Detroit, Mich., July 5, one change was made: the word *should* was changed to *must* in line 1, paragraph 6.

The 1964 NEA convention at Seattle amended this resolution to include (1) the deletion of the seventh paragraph on industrial disputes and (2) the addition of a paragraph reading:

Recognizing the legal authority of the board of education, the administrative function of the superintendent, and the professional competencies of teachers, matters of mutual concern should be viewed as a joint responsibility. The cooperative development of policies is a professional approach which recognizes that the superintendent has a major responsibility to both the teaching staff and school board. The word "superintendent" is thus added to the resolution.

tion to reach mutually satisfactory agreements. These procedures should include provisions for appeal through designated educational channels when agreement cannot be reached.

Under no circumstances should the resolution of differences between professional associations and boards of education be sought through channels set up for handling industrial disputes. The teacher's situation is completely unlike that of an industrial employee. A board of education is not a private employer, and a teacher is not a private employee. Both are public servants. Both are committed to serve the common, indivisible interest of all persons and groups in the community in the best possible education for their children. Teachers and boards of education can perform their indispensable functions only if they act in terms of their identity of purpose in carrying out this commitment. Industrial-disputes conciliation machinery, which assumes a conflict of interest and a diversity of purpose between persons and groups, is not appropriate to professional negotiation in public education.

The National Education Association calls upon its members and upon boards of education to seek state legislation and local board action which clearly and firmly establishes these rights for the teaching profession.

National School Boards Association Policy*

Teacher-Superintendent-Board Relations

THE EFFORTS of teacher unions to obtain collective bargaining rights and the activities and programs of professional teacher organizations calling for professional negotiations and sanctions will have significant effect upon the operation of our public schools in the years ahead. The National School Boards Association is opposed to sanctions, boycotts, strikes, or mandated mediation against school districts and does not consider them to be proper remedies for use in problem situations. The authority of the board of education is established by law and this authority may not be delegated to others.

The National School Boards Association, therefore, reaffirms and endorses its policy on teacher relations. In order that the course of action necessary to implement this policy may be planned deliberately and purposely, NSBA urges each local board to review its policies, procedures, and activities and to give careful consideration to incorporating the following items if they are not included.

- A. Procedures which will actively involve school boards, the administrative staff, and teachers in discussing total budget needs with particular emphasis on the determination of salaries and the handling of grievances.
- B. Written policies concerning the above procedures that are widely disseminated, and presented in such a way that they are clearly understood by all parties concerned—the teacher, administrative staff, the board of education, and the general public.
- C. Policies whereby the superintendent, as administrative officer of the board, can function as a channel and interpreter of teacher concerns to the board and of board responsibilities and concerns to the teacher. Direct hearings with the board should be arranged through the superintendent if this proves inadequate.
- D. In addition, local boards should support their state school boards associations in opposing legislation which condones sanctions, boycotts, strikes, or mandated mediation against school districts. In the event such legislation or judicial decisions exist, state school boards associations are urged to seek appropriate legal means to repeal or overrule them.

*Approved by delegates to the 1963 NSBA convention in Denver, Colo., and reaffirmed in substance at the 1964 convention in Houston.

American Federation of Teachers Resolution No. 79*

Collective Bargaining

WHEREAS, the American Federation of Teachers has pioneered in the establishment of collective bargaining for teachers, and

WHEREAS, collective bargaining is recognized as the best technique for the realization of economic democracy and the peaceful resolution of conflicts, and

WHEREAS, numerous boards of education have refused to grant the right to a representation election in accordance with established policy, procedure, and practice in other areas of employment, and

WHEREAS, even after the establishment of collective bargaining school boards often fail to bargain in good faith, **THEREFORE BE IT:**

RESOLVED, That the AFT recognize the right of locals to strike under certain circumstances, and

BE IT FURTHER RESOLVED, That the AFT urge the AFL-CIO and affiliated international unions to support such strikes when they occur.

*Approved at the 47th annual convention of the American Federation of Teachers, New York, N.Y., Aug. 19-23, 1963, and reprinted from the *Convention Proceedings* with permission.

Report of the Committee on Working Relations Between Boards of Education and Teachers Organizations*

Part One

Policy Statements on Working Relations Recommended to Boards of Education, Superintendents of Schools, and Teachers

- I. In their consideration of problems of working relations, the board of education, the superintendent of schools and the teachers should keep paramount the interests of the students.
- II. The superintendent of schools, with responsibilities to the board and the teachers, should be expected to advise both groups in accordance with his best professional judgment, and should be actively involved in all proceedings between the two groups.
- III. The board of education and the teachers should establish and follow procedures which will promote understanding, confidence and agreement.
- IV. The board of education and the teachers have a responsibility to confer about problems of working relations.
- V. Teachers should participate in discussions with the board through a committee of the organization chosen by the professional staff for purposes of representation.
- VI. The board of education and the teachers should cooperate in identifying and studying problems which may affect working relations before either group takes an official position.
- VII. The board of education and the teachers should work together in good faith to reach agreement in the solution of these problems.
- VIII. The board of education should have due regard for the professional status of the teachers.
- IX. The board of education must recognize its obligation to fulfill its statutory duties, including its responsibility for employing teachers and determining teachers' salaries.
- X. The teachers should recognize that the board of education has statutory powers, duties and obligations which it may not surrender.

*Approved by the Connecticut State Board of Education, Nov. 7, 1962, and the executive boards of the Connecticut Association of Boards of Education, Connecticut Association of Public School Superintendents, and the Connecticut Education Association. Reprinted from the *Connecticut Teacher* with permission.

Part Two

Recommended Procedures for Good Working Relations Between Boards of Education and Teachers

If a board of education and the teachers are to work together harmoniously, procedures should be established for orderly, free and thorough discussion of working relations. These procedures should be flexible enough to meet the many different situations which may arise. The following procedures are suggested as one means of seeking agreement between the teachers and the board of education on such matters as salaries and other personnel policies.

I. SELECTION OF REPRESENTATIVES

- A. The board of education as a whole or a committee to represent the board should work with teachers representatives in the consideration of working relations.
- B. The committee representing the teachers should be selected through their organization or organizations.
 1. Where there is only one teachers organization, the board of education should negotiate with representatives of that group.
 2. Where there is more than one teachers organization, the board of education should negotiate with representatives of the group which it determines constitutes a majority of the professional staff. (Except as provided in 3 or 4.)
 3. If the organizations reach an agreement on the composition of the committee to represent the teachers, the board should recognize the committee for that purpose.
 4. Upon written request by at least twenty percent of the professional staff, the board of education should arrange for a referendum to determine which organization should represent the teachers in negotiations with the board.

The referendum should be under the supervision of the board. Rules for the conduct of the referendum should be determined in consultation with teachers representatives. Voting should be by secret ballot, and should be open to all members of the professional staff. The organization receiving a majority of the votes cast should be recognized as the group to represent the teachers in negotiations with the board. The referendum result should be accepted until in any subsequent year a referendum is requested and conducted in accordance with the procedures described above, or until the teachers agree upon a committee to represent them as provided in PART TWO, Section I (B-3) above.
- C. Prior to reaching a final decision on matters under negotiation the board should provide opportunity for any teacher, group of teachers, or other teachers organizations to be heard.

II. THE SUPERINTENDENT'S ROLE

The superintendent should be present at all meetings and participate in all negotiations between the teachers and the board. Out of his knowledge of his own school system and practices elsewhere, the superintendent should be expected to provide information and counsel to both the board and the teachers.

III. MEETINGS AND PROCEDURAL POLICIES

- A. The initial meeting of the board with the teachers representatives should be arranged through the superintendent early in the school year.
- B. The board and the teachers representatives should together review and discuss pertinent information prior to taking a final position.
- C. All members of the board and all of the teachers should be kept informed of the progress of the discussions.
- D. There should be agreement on policies regarding press relations and public information.
- E. On occasion it may be desirable to invite observers or consultants to attend the meetings. Such invitations should be extended only with agreement of both the board and the teachers representatives.

IV. THE REACHING OF AGREEMENTS

- A. When the board and the teachers representatives have reached a proposed agreement, it should be prepared as a written recommendation for both groups.
- B. If the board and the teachers representatives are unable to agree, they should seek further instruction from their respective groups. All reasonable means, including expert guidance, should be employed in an effort to reach agreement.
- C. When an agreement has been approved by both groups, it should be adopted by a formal board vote as official policy.

V. THE ESTABLISHMENT OF TEACHERS' SALARY SCHEDULES

- A. The establishment of the teachers' salary schedule is an integral part of the budget procedure of the board of education. If the board is to submit valid estimates to the town fiscal authorities, it must base these upon a firm salary schedule which it has adopted. Consequently, the board of education and the teachers should seek to reach agreement on the salary schedule prior to the time when the board of education is required to submit its budget estimates. When such agreement has been reached, the board of education should take official action to adopt the schedule and should issue binding contracts which are based on the schedule and are not contingent upon subsequent action by other agencies.
- B. In the event such agreement has not been reached, the board of education must, nevertheless, adopt a schedule in order to issue contracts on such terms as it believes necessary.

Part Three

Procedures in Cases of Persistent Disagreement

I. FINAL LOCAL EFFORT

- A. After every effort has been made to resolve the dispute at the local level and the suggested procedures have not produced an agreement, the two groups should secure a review by an outside person or agency to analyze the points at issue and the position of each party, and to recommend a basis for settlement.

1. The outside person or agency might be a college or university faculty member who is an expert in this field, a retired superintendent of schools, a representative of a state educational organization or any person with appropriate qualifications.
2. A review committee might be established by each group naming one member of the committee and these two naming the third member.

II. REFERRAL TO THE SECRETARY

- A. If either group concludes that an appeal to the Secretary of the State Board of Education (hereinafter referred to as "the Secretary") is warranted, the board or the teachers, preferably through their state organization, should inform the Secretary of the dispute and request him to take action. The requesting group should submit documentary evidence to support the contention that the educational interests of the state are in jeopardy.
- B. Some Criteria for Referral
 1. Before referring their disagreement to the Secretary, the board and the teachers should consider carefully whether such an appeal is justified. The criteria to be applied might include:
 - a. Are the points in dispute sufficiently serious?
 - b. Are the positions of the groups widely divergent?
 - c. Does the recent record of teacher-board relations reveal unreasonable action on either side?
 - d. Is there evidence that the disagreement has resulted in significant deterioration of morale?

III. ACTION BY THE SECRETARY

- A. The Secretary will determine whether the educational interests of the state are in jeopardy.
 1. If he finds that these educational interests are not in jeopardy, he will so notify the parties involved and inform them of the reasons for his decision.
 2. If he finds that these educational interests are in jeopardy, he will so notify the parties involved and impress upon them the necessity to cooperate with him in seeking an agreement.
- B. The Secretary will appoint a representative or a committee to meet with the board, the superintendent of schools, the teachers representatives and, if it seems desirable, any other official, and to take any other measures which may help to bring about an agreement.
- C. If an agreement cannot be reached in a reasonable time, the representative or the committee will notify the Secretary who may call together the board members, the superintendent of schools and the teachers representatives or follow other procedures which seem most likely to achieve an agreement.
- D. If agreement is not achieved, the Secretary will so report to the State Board of Education and will give public notice of his findings. The Secretary will take such other steps as are necessary to protect the educational interests of the state.

Norwalk, Conn.
GROUP CONTRACT

The Board of Education of the City of Norwalk and the Norwalk Teachers Association, a voluntary association, do hereby agree that the welfare of the children of Norwalk is paramount in the operation of the school and will be diligently promoted by both parties, and that the good morale of the school's staff is necessary to the greatest welfare of the children. To promote these objectives, the parties do hereby agree as follows:

Section I—Recognition

A. The Board of Education of the City of Norwalk, hereinafter referred to as the BOARD, recognizes the Norwalk Teachers' Association, hereinafter referred to as the ASSOCIATION, as representative of and for all the teachers employed and to be employed in the Norwalk School System who have designated, or will designate the Association to be such by written notice to both parties to this agreement.

B. The Association recognizes the Board as the elected representatives of the people of Norwalk, and as the employer of teachers employed in the Norwalk School System.

C. The purpose of the recognition recited above is the mutual agreement that the parties will negotiate with regard to all matters permitted by applicable law to be negotiated between them within such limitations recited by law.

D. The parties mean by the word "negotiation" a sincere and honest effort to discuss their problems in order to reach a mutually fair agreement concerning them. For the purposes of negotiation, the Association shall represent its members who hold the following positions: classroom and special teachers, guidance counsellors, nurses, dental hygienists, speech and hearing therapists, visiting teachers, psychological examiners, and school librarians. All other positions the Board has designated as administrative.

Section II—Working Relations

The parties agree to accept and abide by the recommendations of the "Report of The Connecticut Committee on Working Relations of Boards of Education and Teacher Organizations, Revised April, 1967" in their relationships. This is the Committee of Nine Report which is attached.

Section III—Working Conditions

A. The sex or place of domicile of any member of the Association shall not be cause for discrimination in respect to employment or continuance of employment under this contract.

B. Conditions of employment and working conditions shall be as stated in the rules and regulations of the Board, or, in the absence of applicable rules, according to accepted precedent. Upon request, the Association will be given the opportunity to discuss any change of conditions with the Board before such change shall become effective.

Section IV—Association Activities

The Association agrees that all of its association activities will be conducted so as not to interfere with regular teaching duties and obligations.

Section V—Grievances

A. A "grievance" is defined to be the subject matter of a specific complaint by an Association member, or by either party to this agreement concerning any aspect of their mutual relationship.

B. The order of presenting grievances shall be as follows:

In the Department of Education:

- | | |
|----------------------------|------------------------|
| 1. Administrator Concerned | 4. Personnel Committee |
| 2. General Supervisor | 5. Board of Education |
| 3. Superintendent | |

In the Association:

- | | |
|---------------------------|--------------------|
| 1. Member or Officer | 3. Full Membership |
| 2. Professional Committee | |

C. A grievance may be handled personally or through authorized representatives. Each case shall first be discussed with the aggrieved party and then in turn, if not resolved, with each of his superiors in the grievance order. Grievances appealed to levels 3, 4, or 5 of the Department of Education, or 2 and 3 of the Norwalk Teachers' Association shall be presented in writing.

D. Every effort will be made to attend to grievances as promptly as possible. If a decision seems delayed unduly, then the aggrieved may go on to the next step.

Section VI—Termination

A. Members of the school staff desiring to resign will give at least 30 days' written notice.

B. The parties to this agreement undertake to emphasize to the entire professional staff that the education of the boys and girls is affected adversely by personnel changes during the school year. It is particularly difficult to obtain replacements during the school year, and the difficulty is increased when changes must be made within a limited amount of time.

C. Teachers are expected to complete their contracts. When a resignation must be submitted during the year, 30 days' notice is to be regarded only as a minimum, with more adequate notice provided wherever possible.

Section VII—Salaries

A. Salaries to be paid from year to year shall be that paid by the Board of Education to employees of similar training and experience for similar work.

B. Salaries shall be determined on a ratio basis and for 1963-64 shall be based upon the attached schedule agreed to by the Board of Education and the Norwalk Teachers Association. Payments in accordance therewith shall be made at the middle and end of each month.

74 **TEACHERS NEGOTIATE WITH THEIR SCHOOL BOARDS**

Section VIII

This contract shall remain in force until July 1, 1964, at eight o'clock in the morning.

IN WITNESS WHEREOF, the parties hereto have set their hands at Norwalk, Connecticut, the 2d day of April, 1963.

**THE BOARD OF EDUCATION OF THE CITY
OF NORWALK,**

By -----

(Its Chairman)

THE NORWALK TEACHERS ASSOCIATION.

Denver, Colo.

Statement of Teacher-Administrator-Board of Education Relationships

Preamble

Recognizing that providing a high quality education for the children of Denver is the paramount aim of this school district, and that good morale in the teaching staff is necessary for the best education of the children,

We do hereby declare that:

- A. The Board of Education, under law, has the final responsibility of establishing policies for the district.
- B. The superintendent and his staff have the responsibility of carrying out the policies established.
- C. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

Principles

I. Attainment of Objectives

Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Board of Education, the superintendent and his administrative staff, the professional personnel, the classified personnel, and other citizens of the community. To this end, free and open exchange of views is desirable, proper, and necessary.

II. Teachers and Teachers' Organizations

It is recognized that teaching is a profession requiring the possession of specialized educational qualifications, and that the success of the educational program conducted in the public schools of the district depends upon the willing services of well-qualified teachers, who are reasonably well-satisfied with the conditions under which their services are rendered. It is further recognized that teachers have the right to join, or to refrain from joining, any organization for their professional or economic improvement and for the advancement of public education, but that membership in any organization shall not be required as a condition of employment of a teacher in the schools of the district.

III. Recognition

The Board of Education will recognize for the purpose of negotiating proposals the classroom teacher organization which has as members a majority of contract teachers employed by the Denver Public Schools and which submits a

list of names of its members to the Board of Education not later than January 1 of each year (January 31, 1963, and January 1 thereafter). Such teacher organization shall admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status. Procedures for negotiating are set forth in the outline of procedures which follows this declaration of principles.

Any teacher or any other teacher organization may present information or proposals to the Board of Education and the superintendent.

Procedures

I. Inaugurating Negotiations

A. Written requests for negotiations will be submitted by the teacher organization to the superintendent, or by the superintendent to the teacher organization.

1. The subject matter to be considered will be specified.
2. Persons who will participate in negotiations will be named.

B. A written affirmative response will be made and a mutually satisfactory time for the first meeting will be agreed upon,

or

C. A written negative response will be made.

In this case, the teacher organization and/or the superintendent may present the request or recommendation directly to the Board of Education.

The teacher organization and the superintendent also may present the issues involved to the Board and will have the right to discuss the issues with the Board.

The Board will:

1. Decide that negotiations will be held, in which case procedures outlined in II will be followed.
2. Decide that negotiations will not be held, in which case the teacher organization will decide upon its own course of action.
3. Adopt an alternative.

II. Conducting Negotiations

A. Meetings

Meetings between representative(s) of the teacher organization and the superintendent or his official representative(s) will be scheduled for a mutually satisfactory time.

1. Relevant data and supporting information, proposals, and counter-proposals will be presented.
2. Consultants may be used if deemed advisable by either party.
3. During the period of consideration, interim reports of progress may be made to the teacher organization by its representative(s) and to the Board of Education by the superintendent.
4. While negotiations are in process, any releases prepared for news media will be approved by both groups.

B. Reporting

1. When the participants reach a consensus, a joint report will be prepared and presented to the Board and to the teacher organization.

2. In the event a consensus is not reached, reports may be presented to the Board of Education by either or both parties.

C. Action

1. When a joint report is presented, and
 - a. The representatives of the teacher organization affirm acceptance of the report, and
 - b. The Board of Education accepts the report, the recommendations of the report will be put into effect by the superintendent.
2. When the representatives of the teacher organization and the superintendent cannot reach agreement and have presented their separate reports to the Board of Education, or when the Board rejects a joint report, the representatives of the teacher organization or the superintendent may appeal to the Board at a regular or special meeting. If an appeal is made and if requested by the representatives of the teacher organization, the Board of Education shall meet together with the teacher organization representatives and the superintendent in executive session to negotiate. Upon mutual agreement, other persons may be called in to act as consultants. Final decision of the Board of Education on the subject of the appeal will be made at a regular or special meeting of the Board.

Butte, Mont.

Statement of Rules of Employment

Rules of Employment

of Teachers, Principals and Administrators in the Schools of School District No. 1, and Master Agreement Between Board of School Trustees of School District No. 1 and the Butte Teachers' Union, Local 332, A.F.T. (AFL-CIO), all of Silver Bow County, State of Montana.

Rule 6*

Credentials Committee

There shall be a credentials committee composed of two representatives from the Butte Teachers' Union, two representatives of the Board of Trustees of School District No. 1, and one representative from one of the units of the Montana State University system. The credentials committee shall review the qualifications and experience of teachers hired in School District No. 1 for the purpose of placing them correctly on the salary schedule adopted by the School Board for each year.

Rule 7

Vacancies—How Filled

When any vacancy or new position in the teaching corps or in the administrative positions in elementary, junior high and senior high schools in School District No. 1 is created, the Superintendent shall declare the vacancy or new position and publish a call to fill the vacancy or new position by posting notice of the same at each school in the district, stating the position to be filled and the qualifications necessary. Teachers, principals and administrators, who are members of the Butte Teachers' Union, who apply to fill the vacancy and who have the qualifications, shall be placed upon the eligible list in the order of their seniority of service, and following them, new applicants shall be placed on the eligible list in the order of filing applications. The Superintendent shall recommend to the Board that each vacancy or new position to be filled from the eligible list in the order in which the names appear thereon, if, in his judgment, no other teacher is better qualified for each position. From the names so recommended by the Superintendent, the Board shall elect the teacher or teachers to fill the position. The Superintendent, if requested by any member of the Board, or by the Butte Teachers' Union, shall show cause for failing to recommend a teacher in the order in which his name appears upon the eligible list.

*Note.—Rules selected on the basis of pertinency.

Rule 8**Teaching and Administrative Vacancies**

All vacancies in teaching and administrative positions in elementary, junior high and senior high schools in School District No. 1, shall be filled by members of the Butte Teachers' Union when such candidates are available.

Rule 11**Recommendation by Superintendent of Teaching Corps**

At or before the last regular meeting of the Board of Trustees in March of each year, the Superintendent shall submit to the Board of Trustees a list of all members of the teaching corps for the ensuing year, with the salary to be paid to each in accordance with the Master Agreement between the Board and the Union.

Rule 21**Complaints Against Teacher**

Before action is taken on any complaint against a teacher, of any nature, such complaint must be submitted to the Board of Trustees in writing and duly signed. When a written complaint has been made against a teacher, he shall be entitled to a hearing at a regular or special meeting of the Board.

Rule 22**Rule Changes**

These rules shall continue and be in full force and effect from year to year unless changes are requested by the Board of Trustees or by the Butte Teachers' Union. Notice of such requested changes must be given by March 1 of each year.

Rule 31**Yearly Negotiations**

Negotiations shall begin each year after January 1 and be completed before March 15.

In case of emergency this contract may be reopened at any time with the consent of both parties.

Rule 32**Union Recognition**

The Board recognizes the Union as the exclusive bargaining representative for the purpose of representing all teachers covered by this agreement as to rates of pay, salaries, hours of employment, and all other terms and conditions of employment.

Bremerton, Wash.

[As a result of an election held Feb. 28, 1964, the Bremerton Education Association will replace the Bremerton Federation of Teachers as the exclusive representative of the teaching staff in grades K-12. The BFT agreement which is referred to here was terminated at the end of the 1963-64 contract period. The BFT, however, remains the bargaining agent for the junior college staff by a separate election held the same date.]

WORKING AGREEMENT

This agreement is made and entered into this 1st day of July, 1963, by and between the Board of Directors of Bremerton School District 100-C, hereinafter called the Board, and the Bremerton Federation of Teachers, Local #336, hereinafter called the Federation.

As it is a basic principle that the Board and the teachers have a common and sympathetic interest in the progress of the school and of the pupils; therefore, a working agreement is necessary to maintain and improve relationships among the Board, the teachers and the public. It is understood and agreed that this agreement relates and applies to all certificated personnel except those employed in an administrative and/or supervisory capacity and that the Bremerton Federation of Teachers is the sole bargaining agent for the aforementioned personnel of this district concerning salary and working conditions covered in this contract. This agreement in no way should be construed to remove the right of the individual teacher to contact the superintendent or Board regarding personnel problems. It is further understood that the Board, through the superintendent, retains supervision over all employees.

Article VII*—Agreement Not To Strike

The Federation hereby agrees not to participate in nor to advocate a strike against the State of Washington or any political subdivision of the State of Washington. Nor is the Federation an organization that advocates the overthrow of the government of the United States or the State of Washington or any political subdivision thereof by force.

Article VIII—Acceptance, Duration, and Renewal

Sec. 1. This Agreement takes effect on July 1, 1963, and remains in effect until June 30, 1964. It shall be renewed automatically for a period of one year unless changed as herein provided.

*Note.—Articles selected on the basis of pertinency.

Sec. 2. Either party desiring changes in this contract must notify the other party in writing at least thirty (30) days prior to May 1 of any year; however, changes can be made at any time by mutual consent.

Sec. 3. Exceptions to this agreement necessary to the health, safety and welfare of the teachers or pupils may be made by mutual consent of the negotiating committee of the Federation and the superintendent, subject to the approval of the school board.

Sec. 4. While the Teachers' Federation is the bargaining agent for the teachers, nothing in this Agreement shall be construed to remove the right of the individual teacher to contact the superintendent or the Board to consider the problems of any individual or group.

Sec. 5. In case of a question arising under this agreement, a committee of the Federation shall meet with the superintendent of schools and try to reach an agreement. In case of failure to reach a satisfactory understanding, the superintendent and a committee of five Federation members may bring the matter in question to the Board. The Board, after due consideration, will render the final decision.

For the Federation.

Chairman of the Board.

Attest:

*Secretary, Board of Directors,
Bremerton School District 100-C,
Kitsap County, Washington.*

Dated this _____ day of _____

Champaign, Ill.

SCHOOL BOARD RESOLUTION FOR MUTUAL AGREEMENT

The Board of Education of the Community Unit School District No. 4, Champaign County, Illinois, recognizes that teaching is a profession. It also recognizes that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board of Education and representatives of the Champaign Education Association to discuss matters of common concern, to reach a mutually satisfactory agreement on these matters and to appeal through professional and educational channels in the event of impasse. Therefore, the Board of Education hereby adopts the procedures which follow.

I. Principles

A. ATTAINING OBJECTIVES

Attainment of objectives of the educational program of the district requires mutual understanding, the cooperation among the Board of Education, the Superintendent, his staff, and the professional teaching personnel.

To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

B. PROFESSIONAL TEACHING PERSONNEL

It is recognized that teaching is a profession requiring specialized and educational qualifications, and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

It is further recognized that teachers have the right to join, or not to join, any organization for their professional or economic improvement but that membership in any organization shall not be required as a condition of employment.

C. TEACHER PARTICIPATION

The Board of Education, the Board and Superintendent, or designated representatives of the Board and/or administrative staff will meet with the representatives of the Champaign Education Association for the purpose of discussion and reaching mutually satisfactory agreements on salary, welfare provisions, working conditions, and other problems of mutual concern.

II. Procedures

A. MEETINGS

Meetings composed of members of the Champaign Education Association Welfare Committee, the Board of Education, and Superintendent shall be called upon the written request of any one of the parties involved, namely: the Champaign Education Association, the Board of Education, and/or the Superintendent of Schools. Request for meetings should contain a specific statement as to the reason of the request.

B. DIRECTING REQUESTS

Requests from the Champaign Education Association normally will be made directly to the Superintendent or his representative. Requests from the Superintendent or the Board of Education or their representatives will be made to the President of the Champaign Education Association. A mutually convenient meeting date will be set within a reasonable period.

C. EXCHANGE OF FACTS, VIEWS

Facts, opinions, proposals and counterproposals will be exchanged freely during the meeting or meetings (and between meetings, if advisable) in an effort to reach mutual understanding and agreement.

The Champaign Education Association Welfare Committee, the Board of Education, and the Superintendent will act, as far as possible, as a committee of the whole, studying the financial resources of the district, trends in salary schedules, trends in fringe benefits, and other matters.

D. REQUESTS FOR ASSISTANCE

The participants may call upon competent professional and/or lay representatives to consider the matter under discussion and to make suggestions.

All participants have the right to utilize the services of consultants in the deliberations.

E. AGREEMENT

When the participants reach agreement, it will be reduced to writing and become a part of the official minutes of the Board of Education. When necessary, provisions in the agreement shall be reflected in the individual teachers' contracts. The agreement shall not discriminate against any member of the teaching staff, regardless of membership or non-membership in any teachers organization.

III. Appeal

A. TO THE BOARD OF EDUCATION

In the event that agreement is not reached, and members of the Board of Education have not participated directly in the deliberations, the teacher association representatives and the Superintendent or his representative may present separate reports stating their points of agreement and disagreement to the Board of Education. The procedure outline in II will then be followed in an effort to reach understanding and agreement, with the full Board—or Board members selected by the Board—participating in the deliberations.

B. TO THE STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

In the event that agreement is not reached with the Board, either the Board or teacher association representative may request the State Superintendent of Public Instruction to appoint a competent individual to seek to bring about a mutually acceptable settlement. The person chosen will have the authority to confer separately or jointly with the Superintendent of Schools, official representatives, or to utilize any other source of information. He may make public any data or recommendations that he may deem advisable.

C. TO A BOARD OF REVIEW

If the State Superintendent of Public Instruction fails to make the appointment within a specified time after receiving the request, or if the person appointed fails to make a recommendation satisfactory to all parties within a specified time after his appointment, a Board of Review will be created in the following manner:

One member will be nominated by the Board of Education or its designated representatives, one member will be nominated by the teacher association representatives, and a third member will be selected by the first two and will serve as chairman.

If the first two members cannot agree on the third member, the State Superintendent of Public Instruction will appoint a third member.

The Board of Review will have authority to hold hearings and to confer with any parties deemed advisable in seeking to effect a settlement.

If an agreement is not reached within a specified time after selection of the Board of Review, the Board of Review will prepare a public report with written recommendations and shall submit it to the Board of Education, teacher association representatives, and the State Superintendent of Public Instruction.

IV. Strike Prohibitions

No member of the Champaign Education Association will, in an effort to effect a settlement of a disagreement with the Board of Education, engage in strike.

V. Costs

Any costs and expenses which may be incurred in securing and utilizing the services of any individual and/or Board of Review will be shared equally by the Board of Education and the Champaign Education Association.