

Student Work

2-1-1976

A Study of Negotiated Agreements of Selected Nebraska Class III Schools and Resulting Guidelines for Similar Iowa Schools

James A. Kerns
University of Nebraska at Omaha

Follow this and additional works at: <https://digitalcommons.unomaha.edu/studentwork>

Recommended Citation

Kerns, James A., "A Study of Negotiated Agreements of Selected Nebraska Class III Schools and Resulting Guidelines for Similar Iowa Schools" (1976). *Student Work*. 2592.
<https://digitalcommons.unomaha.edu/studentwork/2592>

This Thesis is brought to you for free and open access by DigitalCommons@UNO. It has been accepted for inclusion in Student Work by an authorized administrator of DigitalCommons@UNO. For more information, please contact unodigitalcommons@unomaha.edu.



A STUDY OF NEGOTIATED AGREEMENTS OF SELECTED
NEBRASKA CLASS III SCHOOLS AND RESULTING
GUIDELINES FOR SIMILAR IOWA SCHOOLS

A Field Project
Presented to the
Department of Educational Administration
and the
Faculty of the Graduate College
University of Nebraska at Omaha

In Partial Fulfillment
of the Requirements for the Degree
Specialist in Education

James A. Kerns

February 1976

UMI Number: EP74136

All rights reserved

INFORMATION TO ALL USERS

The quality of this reproduction is dependent upon the quality of the copy submitted.

In the unlikely event that the author did not send a complete manuscript and there are missing pages, these will be noted. Also, if material had to be removed, a note will indicate the deletion.



UMI EP74136

Published by ProQuest LLC (2015). Copyright in the Dissertation held by the Author.

Microform Edition © ProQuest LLC.

All rights reserved. This work is protected against unauthorized copying under Title 17, United States Code



ProQuest LLC.
789 East Eisenhower Parkway
P.O. Box 1346
Ann Arbor, MI 48106 - 1346

Accepted for the faculty of the Graduate College of the University of Nebraska at Omaha, in partial fulfillment of the requirements for the degree Specialist in Education.

Graduate Committee: James W. Selee Ed. Foundations
Name Department
Kenneth Bushholder

Darrell Kellans EdAd
Chairman

2-5-1976
Date

TABLE OF CONTENTS

CHAPTER	PAGE
I. INTRODUCTION	1
Statement of the Problem	1
Hypothesis	1
Importance of the Study	2
Definition of Terms	3
Scope and Limitations of the Study	4
Procedures of the Study	4
II. RELATED LITERATURE	6
An Analysis of Iowa Senate File 531	6
An Analysis of the Nebraska Professional Teachers Negotiations Act	11
Collective Negotiation Procedure for Impasse in Iowa and Nebraska	17
Some Advantages of the Collective Negotiations Process to Schools	18
Some Disadvantages of the Collective Negotiations Process to Schools	21
III. A DESCRIPTION OF THE STUDY	26
IV. SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS	34
Summary	34
Conclusions	35
Recommendations	36
BIBLIOGRAPHY	39
APPENDIX	40

LIST OF CHARTS

CHART	PAGE
I. TENURE OF THIRTY-ONE EASTERN NEBRASKA CLASS III SCHOOL SUPERINTENDENTS	28
II. CLASS III EASTERN NEBRASKA SCHOOLS PARTICIPATING IN COLLECTIVE NEGOTIATION PRIOR TO 1970 AND AFTER 1969	30

LIST OF MAPS

MAP	PAGE
I. THE LOCATIONS OF THE THIRTY-ONE CLASS III SCHOOL DISTRICTS IN EASTERN NEBRASKA CONTACTED IN THIS STUDY	27
II. IDENTIFYING POSITIONS OF CHIEF NEGOTIATORS IN TWENTY-EIGHT NEGOTIATING SCHOOLS IN EASTERN NEBRASKA	31

LIST OF TABLES

TABLE	PAGE
I. SUGGESTIONS OF SUPERINTENDENTS IN SCHOOLS WHICH HAVE EXPERIENCED NEGOTIATION	32

CHAPTER I

INTRODUCTION

Senate File Five Thirty One was signed by the Governor of Iowa into law on April 23, 1974. There was little litigation among Iowa schools related to the writing of negotiated agreements prior to April 23, 1974. There has been very little litigation since that date. There may be much such litigation within the next five years because the Iowa Public Employees Relations Act goes into affect on July 1, 1975, for all teachers in the state. School superintendents in Nebraska have been working out such agreements since 1967.

STATEMENT OF THE PROBLEM

The purpose of this study was to review the procedures used and the final agreements negotiated in thirty-one selected Class III Nebraska school districts for the purpose of developing guidelines for school districts of similar size in Iowa.

Those school districts selected were located within one hundred miles of Nebraska's eastern border and enrolled from five hundred to one thousand students in grades kindergarten through twelve. Conditions relating to the actual negotiations of the contracts received the emphasis of this study.

HYPOTHESIS

School superintendents in Nebraska have gained much valuable experience in Professional Teacher Negotiation since the Nebraska Professional Teachers' Negotiation Act of 1967 was passed. This knowledge should be apparent in many of the present negotiated

agreements and salary schedules being used by the Nebraska Class III schools.

Information obtained from telephone interviews on negotiated agreements and salary schedules could be used to substantially improve the content of the negotiated agreements to be developed in Iowa. Practical guidelines could be obtained from this information for the use of Iowa superintendents of schools who are for the first time in history faced with the problem of collective negotiations.

IMPORTANCE OF THE STUDY

Negotiated agreements are the result of a sound and well thought out school board policy to the end of achieving the best possible educational environment for the students of each respective school district. The Teachers' Organizational Bargaining Unit should not be allowed to hold excessive power in the development of overall school policy, and yet their cooperation should be utilized by the school district for the best possible educational results. Through understanding and knowledge, the employer may be better able to establish school policy and an appropriate negotiated agreement. It is up to the superintendent to be sure that the school's Board of Directors is prepared to face negotiation. If this study can assist Iowa superintendents in educating their respective school boards, then better schools will have been the result.

DEFINITIONS OF TERMS

Collective Bargaining - Negotiations looking toward a labor agreement between a public employer and an employee organization.

Collective Bargaining Agreement - The agreement reached between a public employer and an employee organization which embodies the wages, hours, agreed upon in collective bargaining. The agreement will usually be in writing and may not exceed two years.

Negotiated Agreement - The collective bargaining agreement as set down in writing.

Fact-Finding - The procedure by which a qualified person or persons shall make written findings of fact and recommendations for resolution of an impasse.

Final Offer - After impasse is reached, and prior to submission to arbitration under The Public Employment Relations Act. Each party is required to submit to the Public Employment Relations Board its last or final position on each impasse item.

Impasse - The failure of a public employer and the employee organization to reach agreement in the course of negotiations. A negotiations deadlock.

Mediation - Assistance by an impartial third party to reconcile an impasse between the public employer and the employee organization through interpretation, suggestion, and advice.

SCOPE AND LIMITATIONS OF THE STUDY

This study has been confined to an investigation into the negotiated agreements which have been developed in selected eastern Nebraska schools during the last five to seven years. A determination of the present status of the Nebraska boards and of the Nebraska teachers in regard to the inclusions and exclusions of the negotiated agreements has been reached.

The study has been limited by the sampling of thirty-one eastern Nebraska schools. These schools correspond in size to many of the smaller western Iowa school districts. There have been some limitations in the application of the guidelines to the Iowa schools because of the differences in the negotiation laws of the two states. The laws are not so very different, but the reaction of the school people to the respective negotiation laws in the two states may be very different. Iowa superintendents initially appeared to be somewhat more apprehensive, and this may have created adversary roles.

PROCEDURES OF THE STUDY

The differences in the laws of Nebraska and Iowa have been pointed out in regard to what items are negotiable and in regard to procedures involved in settling grievances and impasse. It appears that the same things are negotiable in both states after an analysis of the laws of the two states was made.

Telephone interviews have been held with the involved superintendents of the Nebraska schools. An attempt has been made to obtain a body of knowledge from suggestions of the superintendents

regarding considerations in developing the Negotiated Agreement.

Practical guidelines have been listed which should assist any superintendent faced with the task of developing a satisfactory Negotiated Agreement. Through this additional knowledge the adversary role of the School Board's Management Team as opposed to the Teacher Bargaining Unit may be lessened. Thus, the anxiety level of some Iowa administrators may be lowered through additional knowledge.

CHAPTER II

RELATED LITERATURE

This study has been concerned with the collective negotiations laws of both Nebraska and Iowa. An attempt to develop an overview of the collective negotiation laws of both states is included. There is also a general presentation of some advantages and disadvantages of collective negotiations to education throughout the United States. Hopefully, the reader will find something in the following pages which will be pertinent and useful in dealing with teacher negotiations.

AN ANALYSIS OF SENATE FILE 531

Senate File 531 was an act relating to public employment relations and provided penalties for violations and was known as the Public Employment Relations Act.

Under the new law the Iowa General Assembly declares that it is the public policy of the state to promote harmonious and cooperative relationships between government and its employees by permitting public employees to organize and bargain collectively; to protect the citizens of this state by assuring effective and orderly operations of government in providing for their health, safety, and welfare; to prohibit and prevent all strikes by public employees; and to protect the rights of public employees to join, or refuse to join, and to participate in, or refuse to participate in, employee organizations.

Public employers shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordi-

nance, charter, or special act, the exclusive power, duty and the right to:

1. direct the work of its public employees;
2. promote, hire, demote, transfer, assign and retain public employees in positions within the public agency;
3. suspend or discharge public employees for proper cause;
4. maintain the efficiency of governmental operations;
5. relieve public employees from duties because of lack of work or for other legitimate reasons;
6. determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted;
7. take such actions as may be necessary to carry out the mission of the public employer;
8. initiate, prepare, certify, and administer its budget;
9. exercise all powers and duties granted to the public employer by law.

Public employees shall have the right to:

1. organize, form, join, or assist any employee organization;
2. negotiate collectively through representatives of their own choosing;
3. engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this act or any other law of the state;
4. refuse to join or participate in the activities of

employee organizations, including the payment of any dues, fees, assessments, or service fees of any type.

Section X lists the prohibited practices as follows in regard to employer regulations:

1. to refuse to negotiate in good faith on bargainable issues;
2. to discourage or encourage organization membership by discrimination in any terms or conditions of employment;
3. to refuse to negotiate collectively with a properly certified employee representative;
4. to restrain or coerce any public employee with respect to all rights under Public Employee Relations Act;
5. to dominate or interfere in the administration of an employee organization;
6. to refuse to participate in any agreed upon impasse procedure;
7. to engage in a lockout against employees;
8. to deny rights accompanying exclusive representation of an employee organization.

Section X lists prohibited practices in regard to employee regulations as follows:

1. to refuse to negotiate in good faith on bargainable issues;
2. to restrain or coerce the public employer with respect to choice of their own negotiation representative and other rights granted by the Public Employees Relations Act;

3. to restrain, coerce, or harass any public employee with respect to all rights under the Public Employees Relations Act;
4. to refuse to participate in any agreed-upon impasse procedure;
5. to instigate or participate in any strike or boycott against the employer;
6. to picket for any unlawful purpose or in any unlawful manner.

Section IX is concerned with the scope of negotiations.

The public employer and the employee organization shall meet at a reasonable time, including meetings reasonably in advance of the public employer's budget-making process, to negotiate in good faith with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reductions, in-service training, and other matters mutually agreed upon.

Negotiations shall include terms authorizing dues checkoff for members of the employee organization and grievance procedures for resolving any questions arising under the agreement, which shall be embodied in a written agreement and signed by the parties. The obligation to negotiate in good faith does not compel either party to agree to a proposal or to make a concession.

A Grievance Procedure is established in Iowa to be used if there is no procedure agreed upon by the employer and the employee.

This act shall apply if impasse procedures are not agreed to by one hundred twenty days prior to the employer certified-budget submission date. At this time the Public Employees Relations Board shall appoint a mediator. The mediator shall bring the parties together to affectuate an agreement, but he may not compel the parties to agree.

If impasse still exists ten days after the mediator has been appointed, the Public Employees Relations Board shall appoint a fact-finder representative of the public. The fact-finder shall conduct a hearing, and may administer oaths and issue subpoenas. Within fifteen days after his appointment, the fact-finder shall make written findings of the facts, and recommendations for resolution of the dispute. The public employer and the employee organization may accept the fact-finders recommendations within five days or submit the recommendations to the governing body and to the members of the certified employees organization for acceptance or rejection. If the dispute continues for ten days after the report is submitted, the report shall be made public by the board.

If the dispute continues after the fact-finder's recommendations are made public, the parties may continue to negotiate, or the Public Employees Relations Board shall have the power, upon request of either party, to arrange for arbitration which shall be binding. The cost of the board or panel of arbitrators will be shared equally by the two parties involved in the dispute.

Within four days of request, each party shall submit to the Board of Public Relations a final offer on the impasse items. The

Public Relations Board shall appoint an arbitration panel. One member shall represent the Public Employer, one member shall represent the Employee Organization, and one member shall be appointed as mutually agreed upon from a list of three appointees, each party having the right to strike one name from the list, with the remaining name the third appointee and the chairman. The panel, when seeking a settlement, shall consider:

1. past practices of collective bargaining contracts;
2. comparison of wages, hours, and conditions of employment of the involved public employees with those of other public employees doing comparable work, considering factors peculiar to the area and classifications involved;
3. the interest and welfare of the public, including the ability of the employer to finance the economic adjustments;
4. the power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

The determination of the panel of arbitrators shall be by majority vote and shall be final and binding and shall be in writing to the parties involved.

AN ANALYSIS OF THE NEBRASKA PROFESSIONAL TEACHERS NEGOTIATIONS ACT

There has been little written in Nebraska concerning the Nebraska Professional Teachers Negotiations Act. There are two studies dealing with the Act on file at the University of Nebraska at Omaha. Marjorie Stejskal's field project was conducted in 1968 and 1969, following the permissive legislation of 1967. Items being

negotiated in Omaha and surrounding school districts at the time were listed as follows: salary, fringe benefits, extra personnel, extra time, policy changes, and grievance procedures.

The main impact of Marjorie Stejskal's study was to ascertain the effect of the teacher negotiation law on the board of education-teacher relationship.¹

Mr. Samuel Morley Townsend completed a field study in 1972 which investigated the role of the superintendent of schools in teacher negotiation.² His study which was based on a state athletic classification was confined to Class C and D schools.

The Nebraska Teachers' Negotiation Act was passed with the express purpose of improving personnel management and relations with certificated employees within the public school districts of the state by providing a uniform basis for recognizing the right of public school certificated employees to join organizations of their own choice in Class III, IV, and V school districts and be represented by such organizations in their professional and employment relations with the school district.

Certified public school employees shall have the right to form, join, and participate in activities of organizations of their choosing

¹Marjorie Stejskal, Effects of the Teachers' Professional Negotiation Act on Board of Education-Teacher Relations in Omaha and Surrounding Suburban School Districts (Field Project: University of Nebraska at Omaha 1969) p. 65.

²Samuel Morley Townsend, A Study of the Role of the Superintendent of Schools in Teacher Negotiations in Class "C" and "D" School Districts in Nebraska (Field Project: University of Nebraska at Omaha 1972).

for the purpose of representation on all matters of employment relations, but no certificated public school employees shall be compelled to join such an organization, and individual employees shall have the right to individually represent themselves in their employment relations.

No board need meet or confer with representatives of an organization of certificated school employees unless a majority of the board determines to do so. Any such recognition shall remain in effect for a period of one year.

If more than one organization of certificated school employees requests recognition as the representatives of the certificated employees, the board of education may recognize the one which has enrolled the majority of certificated school employees for the last two preceding years.

The representative organization shall give to the board of education or school board a written request to meet and confer with such board regarding employment and relations with certificated employees. This request shall specify areas to be discussed.

The board will have thirty days to accept or reject the requisition and to give written notice of its decision. If the board accepts the request, it shall have twenty days to set the first meeting.

If the board of education or school board shall determine to meet and confer with representatives of the employee organizations, then these meetings shall be held in good faith regarding the subject matter of the proposals.

Should such negotiations result in mutual agreement, then these shall be reduced to writing, and signed by representatives of both negotiating parties.

If the parties are unable to agree, then the dispute will be submitted to a fact-finding board composed of one member selected by each negotiating party. The third member will be selected by the first two appointees. If these fail to agree and appoint the third member within ten days, then the State Department of Education will be requested to deliver the names of five persons deemed qualified to serve on such board. The members already selected will alternately strike names from the list until one remains, and this person will become the third member. This procedure parallels the Iowa procedure for selecting members of the Arbitration Panel.

The fact-finding board shall hear and review the dispute and shall within thirty days render a report of its opinion which shall recommend a basis for settlement of the dispute. These recommendations shall receive the good-faith considerations of both parties, but in no case shall they be binding on the school district.

Each board of education or school board shall meet to confer with representatives of an organization of certificated employees and shall adopt rules and regulations for the administration of such negotiations under this act. The foregoing was passed into law in 1967 and was known as the Nebraska Teachers' Professional Negotiations Act.

The Nebraska Public Employees Negotiations Act was passed in 1969. It was concerned with expanding the jurisdiction of the Court

of Industrial Relations. The Court of Industrial Relations was composed of five judges, each appointed by the governor with the advice and consent of the legislature. The Court of Industrial Relations will resolve any dispute which is not resolved by using the provisions of the Nebraska Teachers' Professional Negotiations Act.

Any employer, employee, labor organization, or the attorney general of Nebraska on his own initiative or by order of the governor, when any industrial dispute exists between parties as set forth in Section 48-810, may file a petition with the Court of Industrial Relations invoking its jurisdiction with no adverse action by threat or harassment as a result of such filing.

After a petition is filed, the clerk shall notify the members of the Court of Industrial Relations, which then shall convene and take such preliminary proceedings as may be necessary to insure a prompt hearing and speedy adjudication of the dispute. The Court shall have the power and authority upon its own initiative to make such temporary findings and orders as may be necessary to preserve and protect the status of the parties, property, and public interest involved, pending final determination of the issue.

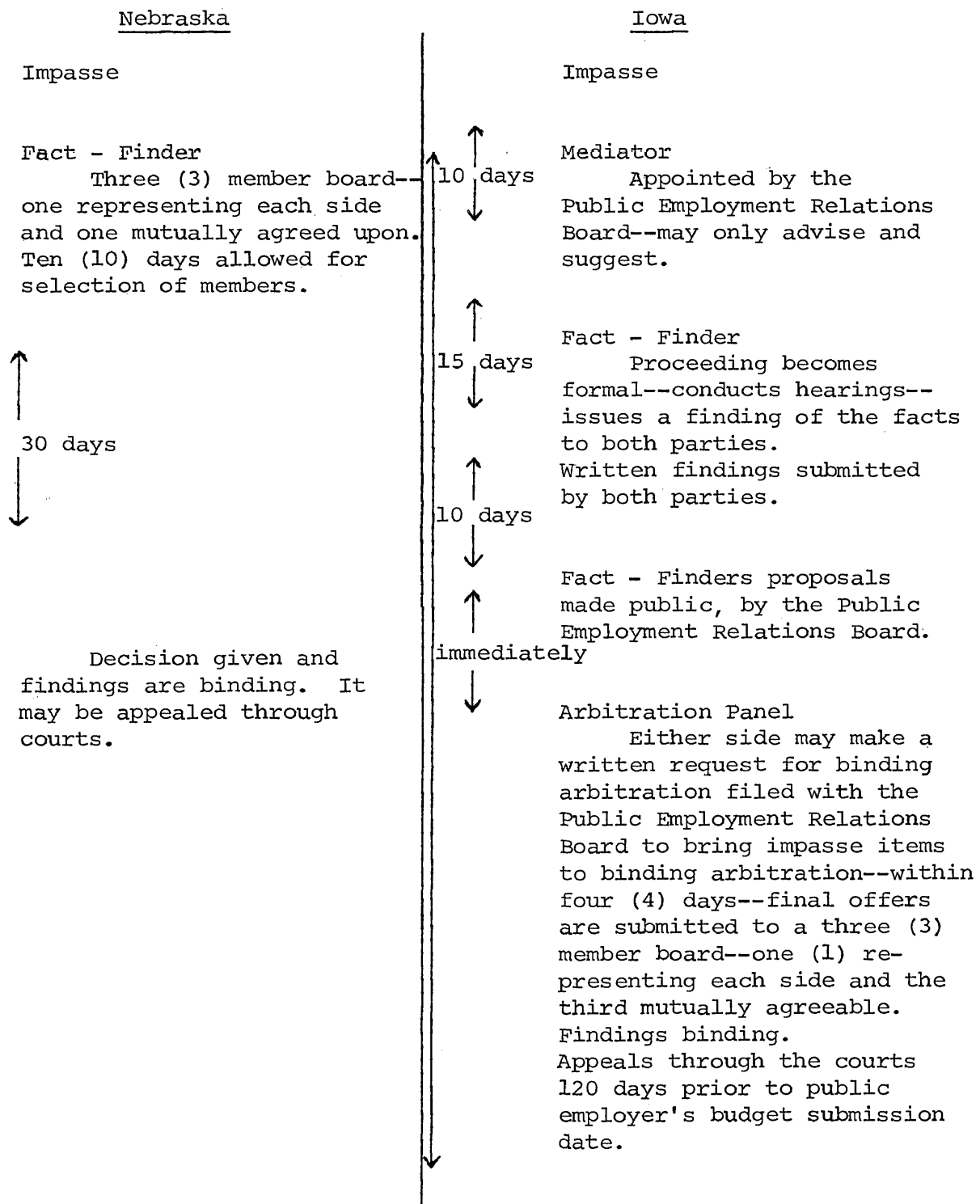
Public employers are authorized to recognize employee organization for the purpose of negotiating collectively in the determination of, and administration of, grievances arising under the terms and conditions of employment of their public employers as provided in this Act and to negotiate and enter into written agreements with such employee organization in determining such terms and

conditions of employment.

The Court of Industrial Relations may establish or alter the scale of wages, hours of labor, conditions of employment, or any one or more of the same. In making such findings the Court of Industrial Relations shall establish rates of pay and conditions of employment which are comparable to the prevalent wage rates paid and conditions of employment maintained for the same or similar work of workers exhibiting like or similar skills under the same or similar working conditions. Any order or orders may be modified on the Court's own motion or on application by any of the parties affected, but only upon showing of a change in the conditions from those prevailing at the time the original order was entered.

Collective Negotiations procedure for settling of impasse in

Nebraska and Iowa:



SOME ADVANTAGES OF THE COLLECTIVE NEGOTIATION PROCESS TO SCHOOLS

Collective negotiations have created fairer and more equitable dismissal procedures. One of the items negotiated in many schools is the reason and the procedures involved in teacher terminations:

In the absence of a statutory provision to the contrary, the power to employ teachers and other school officials presupposed the power of dismissal. The proceedings for the dismissal of a teacher are frequently regulated by statute; as a result the proceedings depend on the interpretation of the wording of the particular statute in force.³

Criteria for fair dismissal should be written as school board policy. Dismissal criteria may include immorality, neglect of duty, incompetency, intemperence, insubordination, justifiable decrease in the number of teaching positions, and disability, as shown by a competent physician.

Due process has been an important factor in fair dismissal. Due process always requires a formal notification and an opportunity for a hearing. Collective negotiations have created a more humane approach to school administration with considerations being allowed for teacher welfare student welfare, not just consideration for monies available.

Salary increases, smaller class size, the introduction of school aides to perform non-teaching assignments, as well as greater public recognition and respect, have evolved because of negotiations. The development of school policy in regard to transfer, with the transfers being reliant mainly on seniority, keeps a teacher from

³Jerry Robbins, "Teacher Dismissal for Incompetence", Governor's Office of Education and Training, Jackson, Mississippi, Nov., 1973.

permanently being assigned to one school forever without chance of position improvement. The grievance procedure provides for the adjudication of disputes involving individual teachers or groups of teachers, and pertaining to an alleged violation of the contract or to claim that a teacher has been treated unfairly or unequitably by reasons of any act or condition which is contrary to established policy or practice governing or affecting employees.⁴

Collective negotiations have caused higher teacher salaries. Negotiations, once initiated, seldom remain confined to just salaries. One school district in Indiana listed seventy-four items other than salary on the negotiated agreement.⁵

Salaries remain the primary reason for negotiation; however it is difficult to show the real effect of negotiation on salary increases except in isolated locations.⁶

Collective negotiations have caused faculties to become more stable with fewer teachers moving out of the profession. The salary schedules, grievance procedures, insurance programs, and other working conditions gained through collective negotiations have caused teachers to remain on the job longer. The heart of any collective negotiation contract consists of those provisions

⁴Alexander Toffel, "The Principal and Teacher-School Board Negotiations", The National Association of Secondary School Principals Bulletin, p. 71, Sept. 1968.

⁵Allen W. Smith, "Have Collective Negotiations Increased Teachers' Salaries?", Phi Delta Kappan, pp. 268-270, Dec. 1972.

⁶Ibid; pp. 268-270.

relating to job security. The security provisions have to do with hiring, placement, evaluation, discipline, or dismissal of employees.⁷

Collective negotiations have made school administration more of a science and tends to reduce the incidence of slipshod administration. Better administration will cause better schools. Collective negotiations will allow input from teachers, administration, and the school board, as well as allowing influence from the lay public and from the students as well. William G. Hollister suggests three actions as a result of well worked out negotiations.

Action I: The principals and administrative staff can stand firm on the position that the administrator-teacher teamwork is essential to school operation.

Action II: Real communication: a talking-listening-responding dialogue is necessary to accomplish real negotiation and to gain input from all areas.

Action III: Allow minority, emotional leaders to express their opinions and to present their proposals in an organized manner in writing to the present leaders for reaction, after thinking through the problems of budget, personnel, and other administrative procedures involved for initial and continued implementation.⁸

Adversary and bitter negotiation may result in a lack of communication. If the negotiators for the board team are not

⁷W. Frank Masters, "Teacher Job Security Under Collective Bargaining Contracts", Phi Delta Kappan, p. 455, March, 1975.

⁸William G. Hollister, "A Stance of the Principal During Negotiatory Conflict", NASSP Bulletin, p. 91, Feb., 1969.

administrators, and the two teams can leave the conflicts at the table and can use negotiations as a tool, then perhaps better schools will become a reality.

SOME DISADVANTAGES OF THE COLLECTIVE NEGOTIATION PROCESS TO SCHOOLS

Negotiations, once initiated, seldom remain confined to just salaries. Subjects of negotiations spread to such other areas as curriculum, general school policies on textbook selection, textbook usage, discipline, suspension, expulsion, class size, qualification of non-association personnel, hiring procedures, dismissal procedures, duty assignments for employees, the right to supervise employees, emergency procedures during stormy weather conditions, and tax rates for school districts, to name a few. One district in Indiana listed seventy-four items other than salary on the negotiated agreement.⁹ This tends to wrest the authority for running the school from the school board and from the administration, putting teacher welfare in place of student welfare.

Another decided disadvantage which collective negotiations brings to the society is the very real possibility of strikes which have not been in the interests of education. The needs of students, parents, and teachers are not always congruent. Add to this the needs of principals, superintendents, and tax payers, and one can see many factions seeking control of education. The resulting conflict has resulted in strikes. There have been strikes somewhere in the nation's schools every year since 1961-62. Strikes

⁹Smith, op. cit., pp. 268-270.

by teachers cause a regrettable loss of teaching man-days. Strikes in 1969-70 alone caused 900,000 man-days lost to the school children in the United States.¹⁰ Strikes occurred in seventeen states in 1970-71.¹¹ The loss in classroom hours by students is sad, but add to this the negative example of teachers breaking the law, and one realizes the problem.

Strikes may be on the decrease, but they are something which will happen even when binding arbitration is prescribed by law and when strikes are spelled out as illegal in the state collective negotiations legislation. Kai Erickson, Associate Executive Secretary of the Michigan Education Association, recommends the following in the March, 1975, issue of the Phi Delta Kappan. He says, "Collective bargaining, strikes, arbitration, and begging are the four methods used by American Teachers to achieve their economic goals. Eliminate the last."¹² Thus, some people in the NEA strongly support the use of strikes.

As has been indicated, the control of the school is being taken from the hands of the school board and put into the hands of the teachers through ever increasing demands by teacher organizations through collective negotiations. The following is quoted

¹⁰Iowa Education Association, "Teacher Strikes Decline-Negotiation Agreements Increase", Midland Schools, p. 39, Fall Issue, 1971.

¹¹National Association of Elementary School Principals, Spectator, "Teacher Strike Decrease", p. 5, Fall, 1972.

¹²Kai Erickson, "Some Suggestions to Soften a Somber Economic Picture for Teachers", Phi Delta Kappan, p. 473, March, 1975.

from an agreement signed recently in New York:

"The teacher association shall discuss, participate in, and/or negotiate on the following matters of mutual concern: recruitment of teachers, teacher turnover, in-service training, teacher assignments, teaching conditions, class size, curriculum, district planning, budget preparation, school calendar, salaries, absence provisions, sabbatical leave, and other fringe benefits, dues deduction, grievance procedures, and other matters which affect the quality of the education program and the morale of the teaching staff."¹³

When the board of education loses power, the teachers gain power. Another loss is the concept of teachers, parents, and administrators working together cooperatively for the general student welfare. Along with this is a loss of some of the aspects of the teacher's professionalism, as illustrated when teachers demand higher salaries through the lessening of the budgeted amount for instructional supplies.¹⁴

Teachers may not be assigned certain tasks because of teacher strengths. This could be impossible because the principal may not have the authority to make such an assignment.

Impersonal relationships may exist between teachers and other teachers, between teachers and principals, and between principals

¹³Lloyd S. Michael, "The Principal and Trends in Professional Negotiations", NASSP Bulletin, p. 105, May, 1968.

¹⁴David C. Smith, "The Impact of Negotiation on Instruction", The National Elementary Principal, p. 67, May, June, 1974.

and superintendents. Teachers tend to refuse assignments. Extra pay is being demanded for each extra duty assigned, no matter how insignificant. Shop stewards enter the scene and may severely limit the activities and effectiveness of the principal. How can a principal effectively assist a teacher when the union contract specifies how many visits the principal must make to each teacher's classroom, and states how long each conference should be, both preceding and following such classroom visits? Can an affective interchange occur with a shop steward present?

A final disadvantage is that a new special interest group is being formed as a result of collective negotiation. The NEA and/or AFT in every state and on the federal level carries on very active political lobbies.

The new NEA president hopes to use the influence of his 1.7 million member organization to produce better working conditions and higher salaries for teachers. Mr. Ryor identified three major priorities for his first term in office as 1) "a collective bargaining law that makes it possible to resolve issues of common concern to faculties and boards of education; 2) "to get legislation passed to increase federal funding of public education to one-third of the total cost", and 3) "to increase the role of the teacher in the development of certification and in-service programs." Ryor urges that national priorities be reordered. He does not want merger with the AFT. Mr. Ryor suggests that it is time for the NEA to exert its growing muscle to influence politicians

on a national level.¹⁵

15 _____, "National Bargaining Law Now Major NEA Objective",
Phi Delta Kappan, p. 62, Sept., 1975.

CHAPTER III

A DESCRIPTION OF THE STUDY

The study has supplied much information concerning the development of collective negotiation agreements in the selected Class III school districts of eastern Nebraska. While this information may not prove to be particularly useful to present Iowa superintendents, it does offer some useful information to the beginning superintendent, whether located in Nebraska or Iowa.

A telephone interview technique proved a desirable method of collecting the information. All thirty-one schools were contacted during the months of September and October of 1975. The results have been tabulated and organized for display in the following pages. It is the author's hope that aspiring superintendents, and others too, will glean some useful information from these efforts.

Map I shows the location of the schools interviewed in this study. All schools were located within the eastern one hundred miles of Nebraska. It was interesting that in just eight years following the passage of the first negotiation law in Nebraska twenty-nine of the thirty-one schools involved in the study are experiencing negotiation.

Another interesting point worth noting is that in all the schools experiencing negotiation, the local affiliate of the Nebraska State Education Association and the National Education Association was the recognized organization representing the professional employees.

THE LOCATIONS OF THE
THIRTY-ONE CLASS III SCHOOL DISTRICTS
IN EASTERN NEBRASKA CONTACTED
IN THIS STUDY

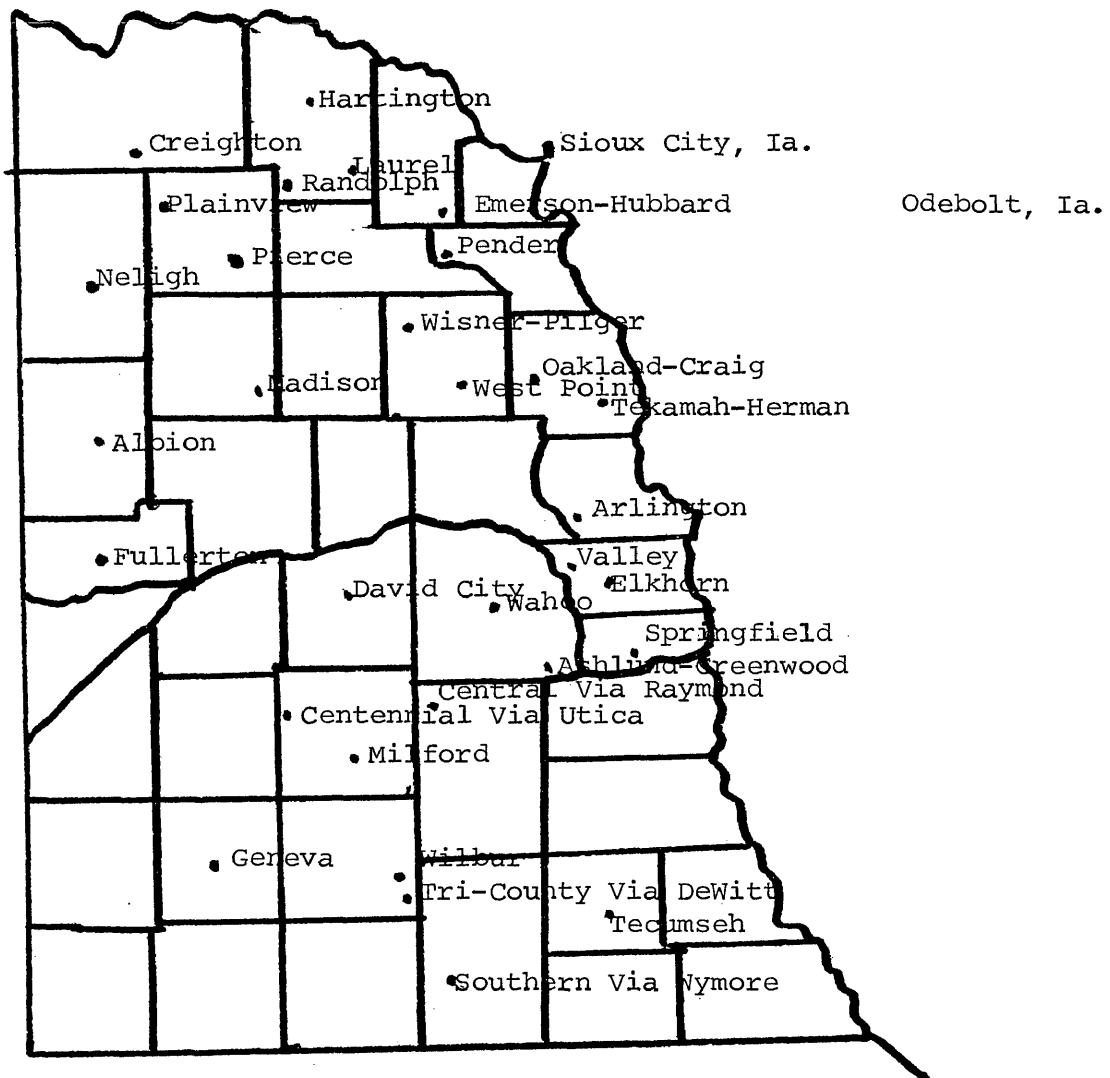


CHART I

Tenure of 31 Eastern Nebraska Class III School Superintendents	
Name of School District	Tenure
Albion	8
Arlington	5
Ashlund-Greenwood	0
Centennial via Utica	5
Central via Raymond	9
Creighton	4
David City	8
Elkhorn	20
Emerson-Hubbard	2
Fullerton	5
Geneva	11
Hartington	0
Laurel	7
Madison	3
Milford	9
Neligh	6
Oakland-Craig	10
Pender	8
Pierce	5
Plainview	2
Randolph	16
Southern via Wymore	2
Springfield	1
Tecumseh	5
Tekamah-Herman	15
Tri-County of DeWitt	11
Valley	0
Wahoo	5
West Point	2
Wilbur	11
Wisner-Pilger	3

Chart I displays the tenure of the superintendents in the schools which they now serve. The average tenure was 6.4 years.

Chart II displays the salaries and fringe benefits offered in the school districts which have been using negotiations. It has been divided with upper portion representing those schools which initiated negotiations prior to 1970 and the lower portion representing those schools which initiated negotiations after 1969.

The comments of the majority of the interviewed superintendents suggested that collective negotiations in the Nebraska schools had been a major factor in improving teacher salaries in the state. Chart II is divided to show that this may indeed be true. This will be further developed in Chapter IV.

Responses to the question regarding the position of the chief negotiator for the school districts is shown on Map II. Usually the chief negotiator for the school board was a board member. Some comments by the superintendents caused the interviewer to wonder if there may be a move by some school boards toward the hiring of outside-the-community negotiators, perhaps attorneys.

Table I attempts to show a summary of the many suggestions given by the Nebraska superintendents to their fellow Iowa superintendents.

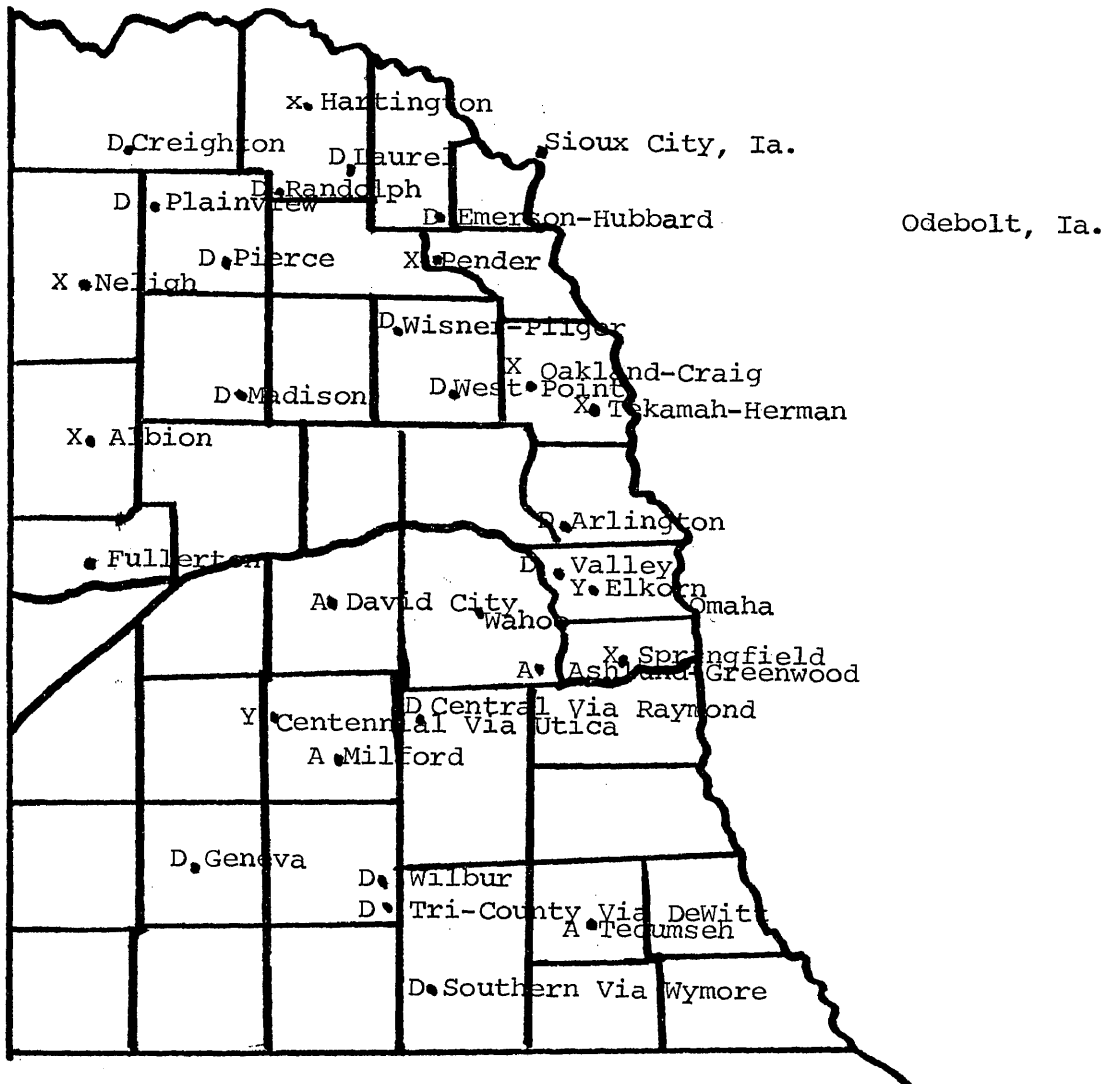
Class III Eastern Nebraska Schools Participating
in Collective Negotiation Prior to 1970

Name of School District	Class Size	Curriculum Offerings	Extra Duty Pay	Grievance Procedure	Member Med. Insur.	Medical Insur. f/fam.	Member Dental Insur.	Dental Insur. f/fam.	Life Insurance	Personal Leave	Sick Leave	School Calendar	Emergency Leave	Dues Check-off	Disability Insur.	Professional Leave	BA Salary Base for 1975-76	BA Salary Maximum for 1975-76
Albion			x	x	x	x	x		x	x			x	x	x		\$7700	\$ 8,932
Arlington			x		x	x	x	x	x	x			x		x		7800	9,360
Ashlund-Greenwood			x	x	x	x	x	x	x	x			x	x			7900	9,480
Centennial v. Utica			x	x	x	x	x	x	x	x			x				7500	9,000
Central v. Raymond			x	x	x	x	x	x	x	x	x		x	x			7750	9,300
Creighton			x		x	x	x	x		x	x		x		x		7500	9,000
Elkhorn			x	x	x		x			x	x		x		x		7800	10,676
Emerson-Hubbard			x	x	x					x	x				x	x	7000	8,120
Milford			x		x		x			x	x		x				7625	14,258
Oakland-Craig			x		x		x			x	x		x	x			7650	8,874
Pierce			x		x		x			x	x						7500	11,700
Southern v. Wymore			x	x	x	x	x			x	x			x			7600	9,120
Tecumseh			x	x	x	x	x	x		x	x		x		x		7650	9,486
Tekamah-Herman			x	x	x	x	x		x		x						7520	9,400
Valley			x		x	x	x	x							x		7700	10,010

Class III Eastern Nebraska Schools Participating
in Collective Negotiation After 1969

David City			x	x	x	x	x	x		x	x				x		\$7825	\$ 9,390
Fullerton			No Formal Negotiations															
Geneva			x	x	x	x	x				x			x	x		7575	9,469
Hartington			x		x		x			x	x				x		7400	8,880
Laurel			x		x		x				x						7600	8,816
Madison			x	x	x		x			x	x		x	x	x		7500	8,700
Neligh			x	x	x				x	x				x			7650	8,874
Pender					x	x	x	x									7400	9,620
Plainview			At Impasse															
Randolph			x	x	x		x			x			x				7700	11,000
Springfield			x	x	x		x			x	x		x	x			8000	10,800
Tri-County of DeWitt			x	x	x	x				x	x		x	x			7500	9,375
Wahoo			No Formal Negotiations															
West Point			x	x	x	x	x	x		x	x	x		x			7500	9,000
Wilbur			x		x		x		x	x	x						7800	9,048
Wisner-Pilger			x		x	x	x			x	x				x		7000	Not given

IDENTIFYING POSITIONS OF
 CHIEF NEGOTIATORS IN
 THE TWENTY-EIGHT
 NEGOTIATING SCHOOLS



X = Chief Negotiator is the President of the School Board.
 A = Chief Negotiator is an Attorney.
 D = Chief Negotiator is designated board member.
 Y = Chief Negotiator is some other person.

TABLE I
SUPERINTENDENTS' SUGGESTIONS

<u>Suggestion</u>	<u>Number of Times Suggested</u>
1. Keep informed.	16
2. The superintendent should serve as a resource person to the board of education.	7
3. Be patient, be thorough, and be careful in wording agreements.	7
4. Maintain a positive attitude.	2
5. Do not become angry at the table.	2
6. Know what you will give away prior to beginning the negotiation session.	2
7. Do not start with best offer; be prepared to trade by asking for things in return for concessions granted.	2
8. Know the teacher negotiator well.	1
9. Keep grievance procedures to a minimum regarding teacher dismissal.	1
10. Keep communications between the school board and the superintendent open.	1
11. Do not fear impasse.	1
12. Keep an attorney on a retainer basis in an advisory capacity.	1
13. Reduce every request to real cost to the district.	1
14. Keep everything in the open at the table.	1
15. Hire an outside (of community) negotiator.	1
16. Negotiate only those things having to do with teacher welfare.	1
17. Limit time and number of negotiation meetings.	1
18. Do not release items discussed to the public forum.	1
19. Make acceptance of each item negotiated contingent on acceptance of the whole package.	1

The reader should note that Nebraska superintendents responding to the interview were very cordial and very willing to help with the study. Not one showed any defensiveness in answering the questions.

The writer assumes that most of the Nebraska superintendents involved appeared to feel that collective negotiation is here to stay, and it is something with which all school boards will eventually have to deal. It occurs to this writer that, if there could be a way to measure achievement of students in a school where the teachers have a negotiated agreement as opposed to achievement of students in a school where the teachers were not working under such an agreement, such a comparison might then be very enlightening. Other possible studies will be indicated in Chapter IV.

CHAPTER IV

SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

SUMMARY

How can Nebraska superintendents, with the experience they've gained over the past seven years, assist an Iowa superintendent? As an aspiring superintendent hoping to find a superintendency in an Iowa school for the 1976-77 school year, this question becomes very critical. Iowa has passed the Iowa Public Employees Relations Act, which became law for teachers in Iowa on July 1, 1975. Many superintendents in Iowa have received assistance from the Iowa Association of School Boards and from membership in the Iowa Association of School Administrators. Aspiring superintendents have not been so fortunate. It was the intention of this writer to obtain some of this knowledge through the telephone interview technique.

Class III schools with a K-12 student population of from 500 to 1000 students were considered. It was arbitrarily decided to use the thirty-one such schools located within one hundred miles of Nebraska's eastern border. It was believed such schools and communities could have similar cultural patterns to western Iowa schools and towns of the same size. If this were so, and if the Iowa Public Employee Negotiation Law were similar enough, then the Nebraska school superintendents could indeed help the Iowa superintendent.

This author found the Nebraska superintendents very cordial and cooperative. The telephone calls were made during September and October of 1975. The results of the study have been displayed in Chapter III.

CONCLUSIONS

The information obtained from the telephone interviews regarding the Nebraska negotiated agreements and accompanying salary schedules could substantially improve the content of negotiated agreements being developed in Iowa schools.

One way such agreements can help an Iowa school board is to pay special attention to the cautions of the Nebraska superintendents as listed in Table I. The single, most important caution appears to be KEEP INFORMED. This was repeated sixteen different times in perhaps as many different ways. It was a caution aimed toward the boards of education, especially the spokesman for the board. Most respondents saw this as a very important responsibility of the superintendent of schools. A second important caution often mentioned was the importance of patience and thoroughness in the development of the wording of everything in the agreement. Many of the other items listed on the chart were very pertinent and very often reflected the individual experiences of the responding superintendent.

A second conclusion which can be drawn from the study was that the tenure of the superintendent was not affected by the negotiation process. The average tenure of the Nebraska superintendent in the thirty-one schools was 6.4 years. Along with this conclusion, one must realize that the majority of the Nebraska Class III schools studied used the superintendent in a resource capacity and not as the chief board spokesman. The spokesman for the school board in most cases was designated by the school board.

There appears to have been little relationship between the geographic location of the community and existence of a negotiation agreement. Several respondents suggested that attitude of the teachers and the school boards was what caused negotiations to come into being.

Referring to Chart II leads one to the conclusion that there was not an immediate reaction by all teachers in Nebraska in forming bargaining units. The move has been fairly gradual. It is also evident the Nebraska schools have stayed pretty well away from negotiating any management rights. Only teacher welfare items have been negotiated. There is a wide variety in what this includes. There is evidence to indicate that the schools which started negotiation prior to 1970 have achieved more fringe benefits and higher salaries for teachers than those which started in 1970 or later. The number of schools involved was too few to be conclusive in this assumption.

Many Nebraska superintendents felt the formal negotiation process was not so very much different from what has always occurred informally. The exception is that the aspect of much greater caution is now necessary since all agreements must be in writing.

RECOMMENDATIONS

There appear to be at least two studies which could be conducted and which would be enlightening to any school administrator in regard to negotiation. The first area of investigation could be an attempt to ascertain whether or not negotiation affects the morale of school

teachers, administrators, and students to the detriment of educational quality offered by the schools. A good share of the superintendents interviewed in this study indicated that the morale of the people involved in negotiation (teachers and administrators) deteriorated either directly or subtly. Teachers became more interested in more benefits; school boards had to push economy; therefore animosity developed in the community toward teacher unions and a gradual lessening of the quality of education appears to be a result.

The second area which needs to be studied is the benefits attained as a result of negotiation to teachers. Schools which have had formal negotiation since prior to 1970 could be compared with schools which have initiated formal negotiation since 1970. An indication, as exhibited in Chart II but not fully developed, indicates that formal negotiation does indeed increase teacher salaries and fringe benefits. A much more exhaustive study is needed. The gains made by negotiation may not be significant enough for teachers to want to smudge their image among students and parents in small communities.

Recommendations to Iowa superintendents as derived from this study can be enumerated as follows:

1. Avoid teacher collective negotiations in Iowa schools as long as possible.
 - a. Hold salaries at a competitive level.
 - b. Keep morale among staff high to maintain an attitude which will not push teachers toward the establishment of a bargaining unit.

2. If collective negotiation does develop in the Iowa schools, then the following four (4) suggestions are very important to the Iowa school board as shown by the responses of the Nebraska superintendents.

- a. Keep the school board informed thoroughly at all times.
- b. The superintendent should not serve as the chief negotiator or spokesman for the school board but rather as a resource person on the negotiating team of the school board. A hired negotiator, or an informed and experienced board member, should be the chief school board spokesman.
- c. Be patient in the negotiation process, be calm, be careful to word the negotiating agreement with great care.
- d. When giving away a concession, know its cost to the school district in dollars and cents and receive something from the employees organization in return, always remembering not to negotiate away any management rights.

A final and important recommendation to Iowa superintendents would be to negotiate in good faith and not to fear impasse. If the teachers' organization goes to impasse it will discover it loses as much, if not more, than it gains.

BIBLIOGRAPHY

- Stejskal, Marjorie. Effects of the Teachers' Professional Negotiation Act on Board of Education-Teacher Relations in Omaha and Surrounding Suburban School Districts. (Field Project; University of Nebraska at Omaha, 1969) p. 65.
- Townsend, Samuel Morley. A Study of the Role of the Superintendent of Schools in Teacher Negotiations in Class "C" and "D" School Districts in Nebraska. (Field Project; University of Nebraska at Omaha, 1972).
- Robbins, Jerry. "Teacher Dismissal for Incompetence", Governor's Office of Education and Training. Jackson, Mississippi, Nov., 1973.
- Toffel, Alexander. "The Principal and Teacher-School Board Negotiations", The National Association of Secondary School Principals Bulletin, p. 71, Sept., 1968.
- Smith, Allen W.. "Have Collective Negotiations Increased Teachers' Salaries?" Phi Delta Kappan, pp. 268-270, Dec., 1972.
- Masters, W. Frank. "Teacher Job Security Under Collective Bargaining Contracts", Phi Delta Kappan, p. 455, March, 1975.
- Hollister, William G. "A Stance of the Principal During Negotiatory Conflict", NASSP Bulletin, p. 91, Feb., 1969.
- Iowa Education Association. "Teacher Strikes Decline-Negotiation Agreements Increase", Midland Schools, p. 39, Fall Issue, 1971.
- National Association of Elementary School Principals. "Teacher Strike Decrease", Spectator, p. 5, Fall, 1972.
- Erickson, Kai. "Some Suggestions to Soften a Somber Economic Picture for Teachers", Phi Delta Kappan, p. 473, March, 1975.
- Michael, Lloyd S. "The Principal and Trends in Professional Negotiations", NASSP Bulletin, p. 105, May, 1968.
- Smith, David C.. "The Impact of Negotiation on Instruction", The National Elementary Principal, p. 67, May, June, 1974.
- Phi Delta Kappa. "National Bargaining Law Now Major NEA Objective", Phi Delta Kappan, p. 62, Sept., 1975.

APPENDIX

QUESTIONNAIRE FOR THE TELEPHONE INTERVIEW

1. School _____ Superintendent _____

2. Tenure of present Superintendent _____ years.

3. Does your school presently have a Negotiated Agreement with a recognized Professional Employees Organization through Professional Negotiations? Yes _____ No _____

4. If your answer was YES, please answer the following:

a. In what year was your Negotiated Agreement first signed? _____

b. When has your school been to impasse? _____

c. What is the organization representing the teachers in your school district? _____

d. Is the salary schedule a part of the Negotiated Agreement? Yes _____ No _____

e. What is the BA salary base _____ and BA maximum _____ in your district?

f. Have Collective Negotiations been responsible for improved salaries? Yes _____ No _____

g. Check each of the following topics covered by the Negotiated Agreement in your school district.

- | | |
|-----------------------------|-----------------------|
| _____ Class Size | _____ Personal Leave |
| _____ Curriculum Offerings | _____ Sick Leave |
| _____ Extra Duty Pay | _____ School Calendar |
| _____ Grievance Procedures | _____ Emergency Leave |
| _____ Member Medical Insur. | _____ Family Included |
| _____ Member Dental Insur. | _____ Family Included |
| _____ Life Insurance | _____ Dues Check-off |
| Other: _____ | |

5. Who serves as the chief negotiator for your district?

6. Suggestions for an Iowa superintendent faced with his first collective negotiations experiences. _____

