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Collective bargaining and Iowa educators: a framework for a model collective bargaining statute reflecting current opinions of adversaries

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CHAPTER I INTRODUCTION

At last count 28 states had some sort of statute covering negotiations between teachers and boards of education. The content of the laws varies widely, from provisions which call for procedures that are very similar to labor-management practices in the private sector, including strikes, to very restrictive statutes which allow little latitude of action, particularly on the part of teachers. Despite the great variance in the context and approach of these laws, it is very clear that the age of teacher-board collective bargaining has arrived.

Boards have, for the most part, resisted the attempts of teachers to force upon them formal negotiations. Such a stance on the part of management, and indeed, the boards must be considered as such, is reminiscent of the situation in the private sector previous to passage of the National Labor Relations Act in 1935. It was this act which virtually revolutionized the relationship between organized labor and management in the United States. Such a revolution is slowly but surely unfolding in the public sector, and specifically in teacher-board relationships.

Federal executive orders 10988 (17) and 11491 (18) have outlined procedures for public employee collective bargaining for federal employees. A bill (19) has been introduced

in Congress which would dictate collective bargaining procedures for all public employees in states which do not have such a statute in force. Finally, after over a year in committee, it appears the Iowa legislature may address itself to the problem and pass some sort of collective bargaining statute within the next biennium.

Such legislation has been a result of pressure applied to state legislators by teachers and other public employees, just as the N.L.R.A. of 1935 was a result of organized labor's lobbying efforts in Congress and within the Democratic party. Teachers argue that, for the most part, boards and administrators are unwilling or unable to meet what they consider "just" demands to negotiate, without statutory requirements to do so. Johnson (31) and other researchers have found this to be essentially true.

The perceived need for a collective bargaining statute by teachers in Iowa has been thoroughly documented by O'Hare (52) and Sinicropi (60). At the same time, Borger (8) has concluded that board members did not see the need for such legislation in 1968. This researcher has seen no evidence to indicate that either of these attitudes has changed. However, pressure continues to mount on the legislature for the passage of a statute to deal with the question of public employee and/or teacher collective bargaining. Such pressure has not been confined strictly to teacher groups, but

has in fact involved firemen, policemen, highway commission employees and many others employed by state and local governmental agencies. The sheer weight of recent events and precedents would indicate that such pressure will soon result in the passage of a statute, either for teachers only or for all public employees.

Statement of the Problem

With the inevitable approach of a teacher-board collective bargaining law in Iowa, it was concluded that a study of existing laws and the opinions of adversaries concerning such laws would result in the development of a body of information useful in the development of a framework for a model statute for Iowa. The purpose of this study is to conduct such a review of all existing teacher collective negotiations statutes, to determine what factors peculiar to Iowa schools and educators may have a bearing on the development of a statute and finally to synthesize this information into a framework for a collective bargaining law.

Previous attempts by state governments to design collective bargaining statutes have often resulted in inequities or in legislation that does not take into consideration all of the unique characteristics of the particular state involved. Such legislation has in many cases resulted

in a biased relationship between school boards and teacher organizations. The California statute is a good example of such a biased relationship (11).

A review of literature has revealed that only two attempts have been made to carefully consider the unique features of respective states and the special relationships that often exist between school boards and teachers in regard to the negotiation of wages, hours and working conditions. These attempts resulted in the design of a model statute for Utah in 1968 and a model statute for Arizona in 1971. Both studies display serious shortcomings.

A third study by Sinicropi (60) attempted to investigate the attitudes of teachers, board members and superintendents in regard to a model law. The sample design, however, displayed a serious bias and consequently the usefulness of the study is severely limited.

Specifically, the intent of this study is four-fold:

1. To determine how teacher association presidents and superintendents, the two groups most closely associated with the implementation of such a law, react to various options available within a framework developed from a review of existing statutes. A cluster sampling technique will be used with the districts broken into three categories based on urban, suburban and rural classifications. A questionnaire will be used to determine respondents'

attitudes in regard to the following collective bargaining topics:

1. Need for a statute
2. "Degree" of negotiation required
3. Negotiable areas
4. Selection of the bargaining unit
5. Type of recognition accorded the bargaining unit
6. Negotiation procedures
7. Impasse
8. Strikes

2. To carefully analyze all existing state statutes in terms of content to determine what specific language and provisions are included and deserve consideration in the development of a statutory framework specifically for Iowa.

3. To obtain interviews and materials from representatives of the Iowa State Education Association, the Iowa Association of School Boards, the Iowa Association of School Administrators, and the Department of Public Instruction. These will be analyzed to provide insight into the development of public collective bargaining opinions and attitudes in Iowa, to date.

4. To synthesize these three bodies of information into a viable statutory framework which shows promise of meeting the needs of Iowa educators.

Further, the design of the study has been developed

so as to take into consideration factors which may warrant special consideration in the development of an Iowa law. Such factors include: the number of school districts; the location and size of the district (urban, suburban, rural); the age, education, sex, experience, present position, and years in the district of teachers and superintendents. Factors relating to the general labor situation in Iowa, and public employees specifically, may also have a real influence on a collective bargaining statute. Such factors as the "right-to-work" laws and the generally rural orientation of the state undoubtedly influence legislators and the general public. Analysis of these factors, however, is beyond the scope of the present study.

Hypothesis

The major hypothesis can thus be stated as follows: A rational framework for a model collective bargaining statute can be designed by considering the avai... data bearing on the subject as outlined above.

Minor hypotheses include the following:

1. Unique characteristics of Iowa schools and educators do in fact have a significant bearing on the type of legislation that may be useful and meaningful to the state.
2. A review of existing legislation will not provide an adequate basis for the design of a framework for a

collective bargaining law for Iowa educators.

3. Significant differences exist in the perceived needs of educators in Iowa in regard to the desirability of a law and its content.

4. These significant differences will be associated with certain characteristics of the districts and personal characteristics of the respondents.

Definition of Terms

Arbitration

Settlement of a grievance by an outside person or group whose authority in the decision may or may not be final.

Bargaining agent

The representative in bargaining of the bargaining unit.

Bargaining unit

The organization or group representing the employees and so recognized by the employer for the purpose of negotiation.

Certified staff

All staff members who hold a valid Iowa teacher's certificate. In Iowa, this includes all teachers, administrators and other support staff such as counselors, directors, etc. These persons must by law possess valid

teaching certificates.

Check-off or dues check-off

The practice whereby the employer agrees to withhold organizational dues from the employees salary with the written permission of the employee.

Collective negotiations, collective bargaining or professional negotiations

For the purpose of this study these terms will be considered synonymous. The definition of the terms is basic in considering the implications of a collective negotiations statute. Definitions in literature range from a permissive "meet-and-confer" definition to a compulsory give and take situation. For the purpose of this study, a literal definition will be used. Collective will refer to group action as opposed to individual action. Although there are subtle differences between negotiations and bargaining, they will be considered synonymous. They are defined as follows: the act of settling between parties what each gives or receives in a transaction between them or what course of action or policy each pursues in respect to the other. The development of an agreement, or an agreed upon course of action, is the desired result.

Exclusive recognition

The recognition by an employer of only one bargaining unit. (See Recognition and Bargaining unit.)

Fact-finding

The process by which a group of people investigate, assemble, and report the facts in an employment dispute.

Good faith negotiation

A sincere attempt to reach agreement through the negotiation process.

Impasse

That stage in the negotiation process at which settlement between the two parties appears impossible without outside help.

Mediation or advisory arbitration

A process by which a third party advises or makes recommendations toward settlement but has no authority to settle the dispute.

Meet and confer

This term, well-known from the California statute, simply means that the parties are required to meet and discuss issues. No actual give and take "negotiation" is required. (See Good faith negotiation.)

Recognition

Employer acceptance of a group as those authorized to negotiate; usually the members of a negotiating or bargaining unit.

Strike

To temporarily stop work or withhold services in order to force an employer to comply with demands.

Wages, hours and conditions of employment

Generally this term refers to those conditions related directly to the employee's physical job environment. As negotiations develop, the definition characteristically broadens until nearly all matters associated with the employee's job are negotiable. For purposes of this discussion, the former strict definition will be used.

Delimitations

The study is limited to the state of Iowa and its high school districts. No attempt has been made to include community college or higher education personnel or institutions. The questionnaire has been sent to a statistically valid sample of Iowa's school districts, and inferences have been made applicable to all districts in the state. The statute is designed for use by professional public school employees and employers only. Noncertified school employees or other public employees have been excluded in the provisions of the statute framework.

Sources of Data

Data for the study were collected in three ways. First, a review of all existing state statutes, territorial statutes, federal executive orders and proposed state and federal statutes was undertaken. From this analysis a summary framework was developed which could be used in designing a questionnaire to determine superintendents' and teacher association presidents' reactions to various topics covered by the statutes.

Second, a sample of 75 Iowa school districts was randomly selected using a cluster sampling technique based on district size and classification (urban, suburban, and rural). A questionnaire was then developed based on the results of the state statute analysis and the review of pertinent research. The questionnaire measured the responses of superintendents and presidents of teachers' associations in regard to nine collective negotiation topics and the need for a law.

Third, the executive secretaries of the Iowa Association of School Administrators, the Iowa Education Association, the Iowa Association of School Boards, and the state Superintendent of Public Instruction were interviewed to determine what the organizations' official reactions to the negotiation topics were and what their personal perceptions were in general, in regard to a collective negotiation statute.

CHAPTER II REVIEW OF LITERATURE

Davey (13) describes the organizational movement on the part of federal, state and local public employees in the 1960's and 1970's as a virtual explosion of unionization. By all accounts this is certainly undeniable. The drive to organize public employees has had no greater impact on any particular segment of the public sector than it has had on public education.

In any analysis of the impact of collective bargaining by teachers on the public schools, one encounters many problems of a statistical and analytical nature, but none is so constraining as the modern historian's problem of lack of proper perspective. Because we find ourselves in the midst of a period of rapid change, it is very difficult to assess its long-term impact, or for that matter, to even speculate as to its ultimate direction or conclusion. All indications, however, substantiate Davey's hypothesis that public sector unionization, and of course, teacher unionization, will "sustain its momentum."

Assuming this is true, it is appropriate and probably essential to provide an overview of the history of public school collective bargaining before drawing conclusions concerning negotiation's ultimate direction and the form and substance of a law governing its application. Many writers have traced the history of collective bargaining

among teachers. Among the most recent and concise are the writings of Perry and Wildman (55) and Thornton (68). Their material has been capsulized to provide a bit of historical perspective before embarking on the actual study of collective bargaining laws.

The organization of educators has been described by Perry and Wildman (55) as a "long, slow road to bargaining," and indeed although the N.E.A., the largest of the teacher organizations, can claim a history spanning over 100 years, its concern with collective bargaining spans less than ten years. The N.E.A. (National Education Association) prior to 1965 considered itself primarily a "professional" organization, and was concerned only secondarily with securing economic gains for its members. From its earliest beginnings in 1857, the organization was dominated by superintendents, principals, and college professors who looked at the education profession as a kind of "community of interest" concerned primarily with public service and improving schools and teachers. The organization grew through its affiliated state organizations until, by 1907, it enrolled 14 percent of all eligible teachers. The growth, while not phenomenal, could at least be described as steady. It was with the turn of the century that the N.E.A. first began to concern itself with teacher welfare. Still, however, collective economic pressure was far from the minds

of the rank and file. The N.E.A. concern was expressed primarily through political action and lobbying for the cause of teacher welfare. In 1912 the classroom teachers' department was formed. However, administrative dominance prevailed until the mid-1960's.

By 1923 the N.E.A. could claim 62 percent of the nation's teachers as members, and even though the depression took its membership toll, the association quickly recovered, and currently enrolls nearly 70 percent of the nation's educators.

The early years of teacher organizations cannot be dismissed without at least a brief overview of what has come to be the N.E.A.'s competition, the A.F.T. (American Federation of Teachers), an affiliate of the A.F. of L.-C.I.O.

Unlike the N.E.A. in its early years, the organizations that made up the A.F.T. were primarily concerned with low salaries and other unsatisfactory economic conditions. These early associations were city teacher organizations confined primarily to urban areas. The first actual affiliation with organized labor was in San Antonio in 1902. By 1916 the A.F.T. boasted eight locals, and by 1920 Perry and Wildman (55) estimated its membership at over 10,000, or nearly equal to the N.E.A. membership at that time. However, hard times were to befall the A.F.T. during the

anti-labor period of the 1920's. Its membership and influence recovered rapidly during the depression, only to be "purged" of members because of alleged communist influence among some locals. Membership rose rapidly with the conclusion of World War II, primarily because of the hardships of rapid inflation which was characteristic of the late 40's and early 50's. Thornton (68) reports that the average worker's salary rose 121 percent from 1938 to 1948, while average teacher salaries rose only 81 percent. This meant that the average real income for teachers remained static for the period.

By 1969 the A.F.T. could boast a membership of over 150,000 members, primarily in major urban areas. Its influence on teacher collective bargaining is difficult to overestimate. It has gradually broadened its base of concern, however, from teacher welfare exclusively to some research and legislative activity.

Collective bargaining for teachers has been associated most closely with the A.F.T. by school boards, administrators and the public as a whole. Actually, for many years the A.F.T., like the N.E.A., disavowed any claim to a collective stance with school boards. It was not until 1935 that A.F.T. locals began to advocate collective bargaining rights. Strikes by organized groups of teachers were almost unheard of prior to 1947. Thornton (68) estimates that

there were twenty-two strikes of one kind or another between 1918 and 1940. These, he reports, were primarily in rural isolated coal-mining towns of Pennsylvania. Indeed, at its 1947 convention, the A.F.T. continued to formally disavow the use of the strike to gain economic demands.

Collective bargaining with school boards had become a fact in at least a few districts by 1950. Thornton (68) has discovered a 1934 contract which was drawn-up between the Benld, Illinois, Board of Education and the local teachers' union. The contract was later nullified by the courts. However, the first enduring contract was negotiated by the West Suburban Illinois Teachers' Union four years later.

In spite of the union's and the association's attitude on strikes, the late 1940's witnessed a rash of teacher work stoppages, primarily because of the cost-of-living spiral. Thornton (68) reports 57 strikes between 1946 and 1950. It is interesting to note that about one-fourth of these were by A.F.T. affiliates, one-fourth by N.E.A. affiliates, and one-half by unaffiliated local organizations.

It was during this time that the basic philosophies of the two organizations began to take divergent paths. Even though the A.F.T. did not drop its "no strike" clause until 1962, its major thrust remained in the area of economic issues and the issues of recognition and collective bargaining. The N.E.A., on the other hand, remained committed

to the idea of a community of interest and professionalism, and avoided any mention of labor-oriented terms such as "collective bargaining" or "negotiations." In fact, there were no strikes by an N.E.A. affiliate between 1951 and 1964, and it was not until 1965 that the N.E.A. finally, quietly, dropped its "no strike" resolution.

The negotiation-strike activity of the late 1940's and early 1950's probably resulted in economic gains for the teachers involved, but researchers have been unable to statistically confirm these apparent salary benefits. It is recognized, however, that one negative effect of the activity was the rash of state anti-strike laws passed during the 1950's and early 60's.

More important than either of these results, however, was the fact that teachers began to discover that, with or without no-strike laws, they could gain acquiescence to their demands by concerted activity. A.F.T. membership, especially in major urban areas, rose spectacularly. Union activity culminated in the famous 1961 New York teachers' strike. Here the United Federation of Teachers won the right to represent New York teachers in collective bargaining as well as dues check-off and a substantially-revised salary schedule. This and subsequent success has recruited thousands of teachers, especially in urban areas, to the A.F.T. ranks. It has, in addition, substantially changed

the basic make-up and philosophy of the N.E.A., bringing it more in line with A.F.T. negotiation policy. After skirting the issue of collective bargaining for 20 years, the N.E.A. in 1962 finally endorsed what it referred to as "professional negotiations."

This position was followed by a system of classifying "levels of negotiation" for which a local association may strive. Finally, by 1968, three years after the no-strike clause had been dropped, the N.E.A. Representative Assembly gave its first official support to striking locals. More importantly, perhaps, the N.E.A. has steadily acted to reduce the dominance of its governing bodies by administrators, and has even expelled many administrative groups from the state and local associations. Finally, the classroom teacher has come to dominate the N.E.A. Already the implications of this fundmental shift are being felt in school districts throughout the country.

By 1966 both the N.E.A. and the A.F.T. had come full circle in their official positions on collective bargaining activity and the use of the strike. Indeed, formal collective bargaining pacts began to mushroom (at least in districts with enrollments of over 1,000 students). The N.E.A. reported an increase of from 25 percent of such districts with formal comprehensive agreements in 1967 to 43 percent in 1969. The rapid increase in the amount of

actual collective bargaining taking place cannot, however, be attributed solely to philosophical changes in the two largest teacher organizations. Pressure had been brought to bear on state legislatures to pass laws which would define the rights of public employees in terms of bargaining with their employers. Such pressure mounted steadily after the successful U.F.T. strike of 1962, and by 1969, 23 states had passed public employee negotiations statutes. The tally currently stands at 28. Given the current interest in such legislation by teachers' groups and labor, one may expect every state to have such a law soon. In states with public negotiation laws, the number of written negotiation agreements has, of course, increased very rapidly.

Thornton (68) reports that in 14 states with legislation in effect for over one year, 69 percent of the districts had formal written agreements in force in 1968. This compares with only about 23 percent in states with no public sector statute in force.

There is no question that the day of teacher collective bargaining has indeed arrived.

In a review of existing literature, pertinent studies fall generally into two classifications. There are those studies which concentrate on the perceptions or opinions of board members, teachers, principals, superintendents, or some combination of these, in regard to collective

negotiations. Such studies include O'Hare's (52), Johnson's (30), Sinicropi's (60), and Borger's (8). The second group directed attention primarily toward the analysis of existing professional negotiations laws and/or the writing of a model law based upon this analysis. Gipson (22), Kope (33) and Brooks (9) have directed their research toward this end.

Finally, many of the above studies, although concerned primarily with one of the two areas of research, have involved some combination of both. Sinicropi's (60) study is probably the best example of this sort of endeavor.

Because the present investigation involves the combination approach, both groups of studies will be carefully reviewed.

The purpose of the O'Hare (52, p. 3) study "was to delineate the status of the collective negotiation phenomenon as perceived by Iowa teachers and superintendents." He sought to test for differences in responses between teachers and superintendents in ten areas: 1. Teachers' right to negotiate; 2. Lines of communication between boards and teachers; 3. Negotiation's impact on the board's discretionary powers; 4. Negotiable issues; 5. Exclusive recognition; 6. Impasse; 7. Composition of the bargaining unit; 8. Desirability of a state law; 9. Comparative negotiation stance of the N.E.A. and the A.F.T.; 10. Factors affecting teacher militancy. Using the "Netusil" (46)

study as a sampling model, O'Hare (52) sought to select a sample of 115 Iowa school districts and stratify them according to enrollment. The survey instrument was then sent to 115 teachers and superintendents in the selected districts.

The data were analyzed primarily in terms of differences in the responses of teachers and superintendents, using the Chi squared statistical technique. Teachers' responses were further analyzed to determine if differences in response could be detected based on whether or not the teacher was an elementary or secondary teacher. Tables were also presented indicating the breakdown of teacher and superintendent responses by sampling strata. Data on personal characteristics of respondents were gathered, but no attempt was made to determine if differences existed within the teacher and superintendent groups.

Given the limitations cited above, the conclusions drawn were limited to differences in the perceptions of teachers and superintendents as a group, related to the ten areas originally delineated.

Briefly, O'Hare (52) found that teachers and superintendents viewed the following aspects of collective negotiations in essentially the same way:

1. The teachers' right to negotiate with the school board
2. Salaries and wages as the most important items

3. Inclusion of technical instruction personnel in the teachers' group

4. The separation of teachers from other public employees under a negotiations law

5. The increasing importance of educational organizations.

Teachers and superintendents were found to disagree on the following areas:

1. Channels of communication open to teachers

2. The superintendent's position in negotiation

3. A surrender of board power in negotiation

4. Exclusive recognition

5. The right to strike

6. Inclusion of principals in the bargaining unit

7. The necessity of a bargaining law

8. Merger of the A.F.T. and the N.E.A.

9. Association and Union ideology

10. The reasons for increased militancy.

O'Hare (52) found no significant differences in teacher response when classified by the size of the district or teacher assignment (i.e., elementary or secondary).

Although the O'Hare (52) study dealt with perceptions of teachers and superintendents concerning collective negotiations in general, some of the specific findings are of interest when considering a negotiations law in particular. As noted, O'Hare (52) found that both teachers and superintendents

felt that teachers should have the right to negotiate with school boards. They also agreed that teachers--if covered by a negotiations law--should be separate from other public employees. Finally, they felt that salaries and wages were the single most important issue to be negotiated. They did not fully agree on the composition of the bargaining unit, exclusive recognition, or the necessity of a bargaining law.

The present study will reexamine these issues and contrast these results with the thinking of superintendents and presidents of local associations four years later (1972), in the specific context of a bargaining law. In addition, a much more detailed analysis of data may reveal differences between superintendents and teachers as well as differences within the superintendent and teacher groups.

The Borger (8) study used essentially the same methodology as the O'Hare (52) study, but sought to compare the perceptions of board members and superintendents rather than those of teachers and superintendents.

Borger (8) found board members and superintendents in agreement in the areas of salary, policy and negotiations procedures. There seemed to be substantial disagreement in the following areas: distribution of budgetary items, application of state and federal funds, and the development of tax and bond programs.

> Board members and superintendents both view the rights of the teachers' organization as limited, are hesitant to allow teachers to negotiate such matters as promotions, dismissals, and teaching assignments, and view the superintendent as an active participant in negotiations (8, p. 121).

Borger (8) further states that board members and superintendents have yet to crystallize their thinking regarding many issues in collective negotiations.

In general, one may conclude from the Borger (8) study that in 1968, superintendents and board members were in substantial agreement on negotiable items, but they were uncertain in their perceptions of many issues. This conclusion is further reinforced by the O'Hare (52) study with regard to teachers.

The Johnson (30) study, the most recent of the group, sought to analyze the principal's role in negotiations as perceived by teachers, elementary principals, secondary principals, superintendents and board members.

His methodology was the same as that employed by Borger (8) and O'Hare (52). Although the researcher was primarily concerned with the respondents' perceptions regarding the role of the principal in negotiations, he also sampled their perceptions of many aspects of negotiations in general. In his comparison of findings he compares his findings with those of O'Hare (52) and Borger (8).

> Within the limitations of the similarities, or lack thereof, between this study and the studies by O'Hare and Borger, the

> conclusions reached were found to be substantially the same. Interesting observations--that salaries and wages are the prime concern for collective negotiations, that the reluctance of board members and superintendents to get into the negotiation of other than salaries and wages continues in contrast to the eagerness of teachers to add more to the list of contents for negotiation, and that superintendents are more in favor of a negotiations law than teachers when considering guidelines for the content of negotiations--are but a few of the findings which were similar between the studies. The only deviation noted was with regard to the right of the negotiating unit to be the exclusive negotiating agent for all the teachers.
>
> "A substantially larger number of teachers than superintendents believed there should not be exclusive negotiating rights for the majority organization. The difference indicates the teachers' indecision about negotiation rights or their wish for unlimited freedom in negotiating with the board. The majority of superintendents would prefer to negotiate with one group, the group with the right to negotiate as determined by referendum."
>
> This study found substantially the same perception registered by both groups, teachers and superintendents, favoring the exclusiveness of the negotiating unit as the agent for all the teachers, selected by an unbiased election in which each teacher employed is entitled to vote for the unit of his choice (30, p. 98).

Sinicropi (60) explored the attitudes of teachers, superintendents and board members in relation to a collective bargaining statute for Iowa. His 1968 study is of particular interest when viewed in the context of the current study.

In his analysis of the need for legislation, Sinicropi (60) proposed to determine what sorts of provisions should be included in a state statute, based on a review of current

thinking by writers in the field and a review of 11 "comprehensive" existing state statutes. Here a common problem for researchers comes to light. Brooks (9), who conducted his study at about the same time, reviewed 16 state statutes, at least 12 of which would be considered "comprehensive" using Sinicropi's (60) criteria. Apparently it has proven difficult for researchers to get the latest up-to-date information on existing statutes. Nonetheless, based on his review, Sinicropi (60) summarized his findings in the form of a model legislative framework.

The framework Sinicropi (60) developed dealt rather specifically with 18 separate topics. These can be summarized as follows:

1. Coverage of the law (educators only)
2. Coverage of which staff members
3. Selection of the negotiating unit
4. Voluntary or Compulsory inclusion of some staff members
5. Administering agency for unit determination
6. Exclusive representation
7. Period of recognition
8. Unfair labor practices
9. Good faith bargaining
10. Requirement to negotiate
11. Scope of negotiations

12. Written agreements
13. Bargaining unit challenges
14. Strikes
15. Strike penalties
16. Agency responsible for administering strike penalties
17. Agency for administering the contract
18. Impasse procedures.

The researcher next developed a questionnaire to be completed by teachers, board members and superintendents from a sample of Iowa school districts. The questionnaire (and its subsequent statistical treatment) was designed to determine how closely the respondents' perceptions of what should be included in a law matched the items included in the model law derived from the review of literature. In addition the writer also sought to determine differences in the perceptions of respondents, both within and between groups.

The study appears to be well designed and implemented. However, the applicability of the findings may be flawed by the sampling technique. The district sample was chosen only from those schools which subscribe to the services of the Iowa Center of Research in School Administration. The writer justifies his selection from this group by stating that these schools are representative of all Iowa schools,

but gives no substantiating evidence. He also states that these schools would be more apt to cooperate in a project sponsored by the center, and that data on the district was readily available through the center. The results of the study, however, are purported to be representative of all Iowa school districts.

In contrast to the previous studies cited, Sinicropi (60) treated district population and location as a variable, using three categories based on a U.S. Census definition.

1. Central City district--one having a population of 50,000 or more inhabitants residing within the school district.
2. Urban district--one having a population of more than 2,500 but less than 50,000 inhabitants residing within the district boundaries, and being a fringe area of a central city.
3. Rural district--one having a population of less than 2,500 inhabitants residing within the school district boundaries (60, p. 71).

One hundred eighty-five of over 455 districts were members of the Iowa Center for Research. Of these, eight were classified as Central City, 154 as Urban, and 22 as Rural. The samples selected number eight of the "Central City," 16 of the "Urban," and ten of the "Rural."

It appears to this writer that if one chooses district size as a variable, these are not particularly meaningful categories except in the case of "Central City" districts.

The 1971-72 Iowa Educational Directory (28) shows 59 percent of Iowa districts falling into the "Urban" category. Thus this category encompasses an extremely broad range of

districts in terms of district population and enrollment. If district size was to be used as a variable, perhaps a more meaningful sample breakdown should have been used.

Keeping in mind the limitations of the sampling technique, one should note that no significant differences were found between superintendents and board members, but many significant differences were found between these two groups and teachers as a group.

The final three dissertations to be reviewed are each concerned primarily with a critical review of existing laws, and the subsequent design of a model statute or framework based on this review and on any other data the writer chose to include.

Gipson's (22) design is perhaps the best example of this sort of research. His review of existing statutes covers only the eighteen statutes which were in existence on January 1, 1969, the date of the survey. Gipson's objectives were stated as follows:

1. To analyze the content of 18 professional negotiation statutes in effect as of January 1, 1969.
2. To obtain official position statements from eight major educational organizations, relative to basic issues relating to professional negotiation laws.
3. To obtain the professional opinions of the 1969 plenary session representatives of the University Council for educational administration member schools in the United States relative to basic issues relating to professional negotiation laws.

4. To ascertain the presence or absence of these issues within the 18 negotiation statutes.
5. To develop a model statute applicable to any legislative body desiring inactment of professional negotiation legislation (22, p. 4).

Questionnaires were sent to secretaries or spokesmen for the American Association of School Administrators, the American Federation of Teachers, the Classroom Teachers Association, the Elementary School Principals Association, the National Association of Secondary School Principals, the National Education Association, the National School Boards Association and the National P.T.A. The results of the questionnaire were summarized in terms of how the majority of the respondents felt about provisions of a proposed model law. Briefly, a majority felt that the law should be mandatory, for school employees only, not limited to wages only; should prohibit strikes; should have penalties for striking; should define impasse; should specify negotiation procedures; should mandate procedures for fact-finding and mediation; should specify how bargaining agents are determined; should designate a bargaining agent; should specify timing; should outline procedures for ratification; and should have no procedures specified if ratification is not accomplished.

These findings, in conjunction with his statute analysis, resulted in a model statute being proposed incorporating

virtually all of the features outlined above. The statute was designed to be generally applicable to any state or territory, and made no provisions for differences in needs and conditions within individual states.

Kope (33), in an attempt to draft a model law for Arizona, used a slightly different approach in his review of related literature. He performed a rather extensive historical review of pertinent case law before looking at existing state legislation.

His summary of existing case law provided no startling conclusions and, as would be expected, generally reflected the current state of state collective negotiations in the public sector.

> In general, the literature indicated: strikes were prohibited if not legislatively permitted; a legislative body may not divest itself of its authority; a possible principal-agent relation could exist in public bargaining; federal regulation of state employee bargaining was possible; the right of association extends to teachers' organizations; "good faith" indicated a specific concept of bargaining; impasse alternatives were voluntary or involuntary and binding or advisory; and legislative alternatives did exist (33, p. 71).

In addition, Kope (33) provided a brief analysis of the 22 state statutes which he found to exist in 1969, and finally sought the opinions of school board members, superintendents, and presidents of local teacher associations in regard to the contents of a statute governing teacher-board

relations. Kope (33) selected a random sample of respondents from all districts in Arizona which were larger than the median district in the state. The 15 item questionnaire was then subjected to a Chi squared analysis to determine what differences in responses were in evidence, and what provisions were, in the opinion of the respondents, desirable features. These responses were then taken into consideration when the writer constructed his model statute.

Although the review of literature was extremely comprehensive, the purported result of the study deserves careful scrutiny by the reader for two reasons. First, Kope states in his conclusion that "It was concluded by the researcher that the data gathered by the opinionnaire were insufficient to provide specific insight with respect to its designed purpose. The extremely low return of 33 percent, coupled with the lack of mutual exclusiveness, rendered the bulk of the information inconclusive" (33, p. 154).

Although Kope (33) relied heavily on his review of literature in constructing the model, he did use the data provided by the opinionnaire, despite its admitted "inconclusiveness." Further, once the statute model was constructed, a "jury" was selected to critically analyze the statute, and its recommendations were then incorporated into the final model. The composition of the "jury" is worthy of note.

a. an elementary superintendent
b. an assistant superintendent
c. an assistant superintendent
d. a secondary school board member
e. an elementary school board member
f. a secondary school board member
g. a labor relations executive
h a labor relations executive
i. a labor relations executive
j. a legislator (rural)
k. a legislator (urban)
l. a legislator (rural)

It seems obvious that the composition of the selected "jury" would be heavily biased in favor of management rather than teachers. The jury's conclusions could hardly be considered bipartisan in the design of a public sector collective negotiations statute for teachers.

Brooks (9), in contrast with other researchers, chose a somewhat less complex research design in his attempt to design a model statute for Utah.

No statistical analysis of educator opinion was used, nor was there any attempt to solicit "expert" opinions concerning the context of such a law. A cursory analysis of 16 existing laws is present; however, the author relies primarily on his review of literature to ascertain what particular features should be incorporated in the model statute. Although the model is supposed to be designed exclusively for Utah, no real attempt is made to consider unique state characteristics which perhaps should be considered in the design of the law.

The critical review presented above in no way purports to be an exhaustive review of all research in the area of teacher collective bargaining. Literally dozens of articles and research studies have dealt with specific negotiation issues which should be explored by anyone interested in the field.

Birdsell (6) and Rudolph (59), working at the University of Iowa, explored the then current status of negotiation in the early days of legislation, 1965-68. These and other similar studies have intentionally been omitted from this review since they have been dated by fast-developing events in the area and do not offer pertinent insight into the current problem. This is, of course, a common difficulty with such research topics. Although they are extremely timely, they are often by their very nature dated in content, if not in design.

To complete the review of pertinent literature and lay the groundwork for the development of a framework for a model statute, it is now essential to compile an up-to-date analysis of existing state statutes. The writer has undertaken this task in an attempt to gain insight into the current status of teachers vis a vis collective bargaining throughout the nation.

The majority of the documents used in this analysis were assembled by Eugene L. Johnson (30) who obtained them for

his doctoral research on the principal's role in negotiation. Johnson (30) directed inquiries to all states and two territories, Guam and Puerto Rico. By late April of 1971, 24 states and the trust territory of Guam had indicated that they did in fact have some sort of educators' collective bargaining statute at the time of the survey. Six states failed to reply to his inquiry, and the remaining states and Puerto Rico indicated that they had no such statutes.

This researcher has directly or indirectly contacted representatives of the remaining six states and has determined that four of these states do have statutes and two do not. Thus the following analysis includes 28 state statutes, one territorial statute, two federal executive orders, a proposed federal law, and the latest version of the proposed Iowa law. It is believed that this analysis represents the most current and complete compilation of applicable statutes possible as of this date.

Based on the work of Kope (33), Sinicropi (60), and Brooks (9), seven criteria were selected to be used as a basis when analyzing the statutes. These criteria represent distilation of the basic content of most of the statutes and will serve as a useful and meaningful framework for the development of model statute provisions.

The first criterion (and perhaps the most obvious) is that of who should be included under the terms of the statute. In

general, laws apply either to educators only, as does the Connecticut statute (12), or to all public employees, as does Hawaii's (24). Variations of these may be found, with only certain school employees covered and others, such as principals, excluded.

The second criterion will deal with the question of how the bargaining unit (the group which represents the employees) is to be selected and what procedure is to be used to officially recognize the unit as the employees' representative. Here several possibilities exist. The employees may vote on which group, among competitors, should represent them. Secret ballot elections may be specified with supervision by an impartial third party, or a group may simply be "recognized" by the board. The statute may also specify "exclusive" recognition of one particular unit or specify some sort of proportional arrangement.

The third criterion will deal with the type of negotiation specified. The most common type appears to be a requirement to "negotiate in good faith." An alternative may be some sort of "meet and confer" requirement as in the California statute (11).

Criterion four will investigate the possibility of specifying by law certain procedures for conducting negotiations. It is hypothesized that specific times and places for negotiation may be included. Time units may be set for

settlements, etc.

Criterion five will address itself to the question of specific limitations on negotiable items being included in the law. "No limits" may be one option; in which case, virtually everything is negotiable. A good example of this is the Washington statute (71). At the opposite extreme, only wages, or wages and hours, may be negotiated.

Criterion six will study impasse procedures. Some statutes may specify no procedures for settling differences once negotiations reach an impasse. Others may require arbitration, fact-finding, or mediation, or a combination of these.

Finally, the statutes will be analyzed in terms of how they deal with strikes. Are strikes legal or illegal, or neither? Perhaps they are legal under certain circumstances. Examples of the latter appear to be Hawaii (24) and Pennsylvania (64).

Certainly specific statutes may contain details not covered by these proposed criteria; however, the literature supports the conclusion that these criteria represent the heart of any negotiation statute. Once these basic issues have been successfully resolved in a manner consistent with the needs of the individual state, the implementation of the law becomes a matter of administration by an appropriate state agency.

In summary, the state statutes will be analyzed in alphabetical order using these seven criteria:

1. Who is included under the statute
2. Selection and recognition of the bargaining unit
3. Type of negotiation specified (i.e., meet and confer, etc.)
4. Negotiation procedures, if any
5. Limitations on areas of negotiation
6. Impasse procedures
7. Strikes.

This analysis will be followed by a brief analysis of federal executive orders, proposed state and federal laws, the Guam statute, and appropriate conclusions.

Alaska: The Alaska statute was passed in 1970.

1. It is limited to school employees and specifies all "certified" employees are to be included except superintendents.
2. Selection of the bargaining unit is by majority vote for one year or a mutually agreed upon term. Recognition is exclusive.
3. The law states that the parties "shall negotiate in good faith."
4. No negotiation procedures are outlined.
5. Parties are to negotiate on matters pertaining to employment and the fulfillment of professional duties.
6. A mediation board is established and procedures are specified for the selection of members of a

mediation team. The team can only hear evidence and make recommendations. Findings are not binding.

7. The strike is not mentioned.

California: In California negotiations are conducted under the Winton Act which was extensively revised in 1970.

1. The California act is limited to "public school employees," which includes all persons employed by the public schools except those elected by popular vote or appointed by the governor.

2. No procedures are specified for selecting or recognizing bargaining units. Exclusive recognition is not mentioned. Provisions are outlined for the creation of a "certified employee council" of five to nine members to represent various groups in negotiation.

3. "Meet and confer" negotiations are specified.

4. The board must "meet and confer" with representatives of employee organizations. No other procedures are specified.

5. "All matters relating to employment conditions and employer-employee relations, including, but not limited to wages, hours and other terms and conditions of employment" are included.

6. Parties may adopt procedures for resolving "persistent disagreements." If they fail to do so, disagreements shall be referred to a committee of three members. The committee may report findings and recommendations, but the findings shall not be binding.

7. The strike is not mentioned.

Connecticut: The Connecticut statute was rewritten in 1969.

1. It provides for bargaining units of teachers and administrators, or a combination bargaining unit.

2. Selection of a bargaining unit is by majority vote. Exclusive recognition is provided for, but not required.

3. Boards, their officials or their representatives "shall have the duty to negotiate...."

4. No negotiation procedures are specified save reasonable meeting times, etc.

5. Parties shall negotiate salaries and other conditions of employment about which either party wishes to negotiate.

6. Impasse procedures include fact-finding and nonbinding arbitration. Procedures are specified in detail.

7. The use of the strike is specifically forbidden.

Delaware: The Delaware negotiation law was passed in 1969.

1. Any certified nonadministrative employee employed by the school district is included.

2. Exclusive recognition of the bargaining unit is specified with complete procedures for its selection. Dues check-off is also authorized.

3. The board shall have the "duty to negotiate in good faith" with the bargaining agent.

4. No negotiation procedures are specified.

5. Areas of negotiation include salaries, employee benefits, working conditions, and such other matters as may be mutually agreed upon.

6. Mediation and fact-finding are specified with applicable selection criteria, etc. Both are nonbinding.

7. The strike is specifically outlawed.

Florida: The Florida statute states only that county school boards may appoint or recognize existing committees of members of the teaching profession in arriving at a determination of policies affecting certified personnel. When such committees are involved in considering policies or resolving problems, they shall include all levels of instructional or administrative personnel.

Hawaii: Hawaii's statute is quite recent, taking effect July 1, 1970, and it is probably one of the most comprehensive. It covers in detail each area of collective bargaining, from the selection of the bargaining unit to the strike.

1. All public employees are included under the statute. "Professional employees" are carefully defined and teachers are described as an appropriate and specific bargaining unit, as opposed to administrative personnel and university faculty members.

2. Selection of the bargaining unit is by secret ballot and certification and recognition is exclusive. Dues check-off is provided for.

3. The law requires the employer and employee organization to meet at reasonable times, prior to setting the budget, and to negotiate "in good faith."

4. Negotiation procedures are specified only in so far as described above.

5. Wages, hours and other terms and conditions of employment are subject to negotiation. Matters affecting employee relations are subject to consultation. Classification, reclassification, retirement benefits and some incremental and longevity steps set by law are nonnegotiable. Merit principles must also be upheld.

6. Impasse procedures are carefully defined and include mediation, fact-finding and binding arbitration on a voluntary basis. Time limits on each procedure are carefully drawn.

7. Use of the strike is legal under certain circumstances. An employee cannot strike within 60 days after a fact-finding board has made public

its findings. The unit must also give ten days notice of its intent to strike. Strikes endangering public safety are illegal.

Idaho: Idaho's law is also quite recent, being signed by the governor March 11, 1971 and taking effect July 1, 1971.

1. Certified employees of school districts are included exclusively. Superintendents, principals and supervisors may be excluded through negotiation.

2. Selection of the bargaining agent is by majority vote and recognition is exclusive.

3. Negotiation is defined in the act as meeting and conferring in good faith by representatives of the board and professional employees for the purpose of reaching an agreement.

4. No negotiation procedures are specified.

5. The scope of negotiation includes matters and conditions specified in a negotiation agreement between said parties.

6. Impasse procedures include mediation and fact-finding in that order, with specific time limits on each. Recommendations are not binding.

7. The strike is not mentioned in any way.

Kansas: The Kansas bill is also relatively recent, being passed in 1970.

1. The Kansas act includes only professional school board employees and excludes administrative employees, although they may form their own unit.

2. Recognition is by request or--if denied by the board--by petition to the state board of public instruction. An election may be required if there is good faith doubt of majority status.

3. Professional negotiations are specified and are defined as meeting, conferring, consulting and

discussing in a good faith effort by both parties to reach agreement.

4. Procedures include filing notices by either party of their intent to negotiate new items or amend existing items in the contract by December 1. The parties must also enter into negotiation prior to the issuing of contracts.

5. Areas of negotiation are confined to "terms and conditions of professional service," with no elaboration.

6. Agreements may include final and binding arbitration, to settle impasses.

7. Strikes are specifically outlawed.

Maine: The Maine statute became effective February 9, 1970.

1. All public employees are included in the Maine act with a few exceptions including, for our purposes, superintendents and assistant superintendents of school systems.

2. The bargaining unit can be voluntarily recognized or an election can be requested by petition. Recognition is exclusive.

3. Collective bargaining is defined as a mutual obligation to meet and confer and negotiate in good faith.

4. Parties are required to meet within ten days after receipt of written notice from the other party requesting a bargaining meeting.

5. Parties are to negotiate wages, hours, working conditions and contract grievance arbitration, but will not negotiate "educational policies."

6. Mediation, fact-finding and arbitration are prescribed for impasse settlement with appropriate time limits for each. In the event no agreement can be reached by these avenues, final and binding arbitration is specified.

7. The strike is specifically outlawed.

Maryland: The Maryland bill is dated 1970.

1. The bill is limited only to school personnel--specifically to certified professional employees except superintendents and those designated to act in a negotiating capacity.

2. Recognition is by certification or by election if certification is contested. Recognition is exclusive. Dues check-off is included.

3. Negotiation includes the duty to confer in good faith and reduce to writing the matters agreed upon as a result of such negotiation.

4. At least two employee representatives must meet and negotiate with two or more employer representatives at reasonable times.

5. Negotiable matters shall include salaries, wages, hours and other working conditions. Employer-employee relations are specifically excluded by amendment.

6. Mediation and fact-finding are provided for primarily through the State Board of Education. Both are nonbinding.

7. The strike is illegal.

Massachusetts: The Masachusetts statute is relatively old in terms of public collective bargaining statutes, being passed in 1965.

1. All municipal employees are included under the Massachusetts law; however, professional employees are defined as a distinct group.

2. Selection of the bargaining unit is by election in the event of a dispute. Under normal circumstances the unit simply requests recognition. Recognition is exclusive.

3. Collective bargaining is defined as conferring in good faith and at reasonable times.

4. Specific reference is made to the composition of the employer's unit for schools. The employer

bargaining agent is to be the school committee or its designated representatives. No other procedures are specified.

5. Employers and employees are to bargain with respect to wages, hours and other conditions of employment, or the negotiation of an agreement or any question arising thereunder. A written contract containing the agreed terms shall be executed.

6. Fact-finding is prescribed using the state conciliation and arbitration board. Such fact-finding is nonbinding. No further impasse procedures are specified, but grievance arbitration is outlined.

7. The use of the strike is prohibited.

Michigan: Michigan's statute covering public sector collective bargaining was passed in 1947 and has since been amended. Thus it has the distinction of being the oldest state statute, probably because of the historically industrial nature of the state's economy, with its concomitant labor organizations.

1. All public employees in the state are included in the act. No distinctions are made in regard to professional or teacher personnel.

2. Recognition of the bargaining agent is by petition to the employer. If the petition is challenged, provisions have been made for an election supervised by the state labor mediation board. Recognition is exclusive.

3. The law states only that a public employer "shall bargain collectively with representatives of the employees," at reasonable times and in good faith.

4. No negotiation procedures are specified.

5. Wages, hours and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, or the writing of a contract, are included as areas of negotiation.

6. No impasse procedures as such are specified. Provisions are made for the mediation and

arbitration of grievances by the state labor mediation board. Unfair labor practices procedures are also specified.

7. The strike is outlawed.

Minnesota: The Minnesota law was passed in 1969.

1. The provisions of the law are limited to "certified persons" excluding superintendents.

2. The "teachers' organization" is considered the bargaining unit. No selection method is specified. If more than one organization exists in a district, a "teachers' council" of five members shall meet with the board. Representation on the committee shall be in proportion to membership numbers.

3. The boards shall "meet and confer" at reasonable times with the teachers' organization.

4. No negotiation procedures are specified.

5. Boards and teachers are to "meet and confer" with regard to conditions of professional service as well as educational and professional policies, relationships, grievance procedures and other matters that apply to teachers.

6. An "adjustment" panel is specified for impasse, with one member from each side and a third mutually selected member. "Adjustment" is not binding.

7. The strike is not mentioned.

Montana: Montana's act became effective July 1, 1971.

1. It is limited to teachers performing classroom teaching and it shall include principals that elect to join.

2. Recognition is secured by the unit's secretary filing affidavits of majority status. If the affidavit is contested in any way, the governing board shall hold a secret representation election. Recognition is exclusive.

3. Governing boards are to negotiate terms and conditions of professional service, and they are to confer and consult with teachers on other matters relating to establishing, maintaining, protecting and improving educational standards.

4. No negotiation procedures are specified except the date when negotiations are to begin.

5. Terms and conditions of professional service are negotiable.

6. A fact-finding panel of three members shall be selected in the event of impasse. The findings are to be published, but they are in no way binding.

7. The strike is declared illegal.

Nebraska: The Nebraska professional negotiation statute was passed in 1967.

1. All certified public school employees are covered by the provisions of the statute. This includes administrators.

2. The board simply recognizes the bargaining unit if it chooses to do so. If more than one organization exists, it shall recognize the organization that held majority status for the two preceding years.

3. The board may or may not choose to "meet and confer" with the employee unit. If it chooses to meet and confer, it shall carry on "good faith negotiations."

4. The employee unit must request in writing to meet and confer. The board must respond in 30 days. If it chooses to confer, the first meeting must be within 21 days.

5. The employees must specify in their request the areas they wish to negotiate. The board may reject any or all of those suggested areas.

6. In the event of impasse, fact-finding is specified. The results must receive good faith consideration, but are not binding.

7. There is no mention of the strike.

Nevada: The Nevada statute was enacted in 1969.

1. The Nevada statute covers all public employees including teachers and some adminstrators.

2. The bargaining agent is recognized upon presentation of a membership list showing majority status. It must also sign a no-strike pledge and file a copy of its bylaws. Recognition is exclusive. If there is any doubt concerning representation, the employer will conduct a secret ballot.

3. Simple "negotiation" is required of employers.

4. The employees must give written notice of items to be negotiated. Monetary items must be submitted at least 120 days before compilation of the budget.

5. Wages, hours and conditions of employment are to be negotiated.

6. Mediation and fact-finding are specified with appropriate time limits. Both are nonbinding. Grievance arbitration is also specified by a state employee-management relations board. It too is not binding.

7. The use of the strike is illegal.

New Hampshire: The New Hampshire statute simply states that towns may recognize unions of employees and enter into collective bargaining contracts with them.

New Jersey: The New Jersey statute is dated 1968.

1. All public employees are included in the act. Superintendents of schools are specifically excluded as are certain elected and appointed officials.

2. Recognition is by certification with an election conducted in case of a dispute.

3. Employers are directed to "negotiate in good faith."

4. No negotiation procedures are specified.

5. Negotiations are to be conducted with "respect to grievances and terms and conditions of employment."

6. Impasse mediation and fact-finding are specified. Findings are not binding.

7. There is no mention of the strike.

New York: The New York "Taylor Act" was passed in 1967 and amended in 1969.

1. All public employees are included in the act with the exception of certain elected and appointed officials and school superintendents.

2. Selection of the bargaining unit is by certification, with secret ballots being used in case of dispute. The public employment relations board is charged with conducting such elections.

3. Public employees shall have "the right to negotiate collectively with employers."

4. No negotiation procedures are specified.

5. Salaries, wages, hours and other terms and conditions of employment are to be negotiated.

6. Arbitration and fact-finding are provided by the state public employment relations board. Findings are not binding. Final resolution of impasse is the responsibility of the employing agency.

7. The strike is outlawed.

North Dakota: The North Dakota statute was passed in 1969.

1. Only certified school employees are covered by the law. Separate units are specified for teachers and administrators.

2. Selection of the bargaining unit is by petition and, if contested, by election held by the school board. Recognition is exclusive.

3. Employees and employers must "negotiate in good faith," and at reasonable times.

4. No procedures for negotiation are specified except as noted above.

5. Items which must be negotiated include: terms and conditions of employment, employer-employee relations, an agreement which may contain provisions for binding arbitration, and questions arising from interpretation of an existing agreement.

6. Impasse procedures include mediation and fact-finding by a state board. Findings are not binding.

7. The use of the strike is specifically outlawed.

Oregon: The Oregon statute was dated 1969.

1. Only certified school personnel below the rank of superintendent are included under the law.

2. Selection of the bargaining unit is by election, held by the district. Administrators may choose to be represented by their own organization. Recognition is exclusive.

3. Boards are directed to "confer, consult and discuss" in good faith items to be negotiated.

4. Only procedures as noted above are specified.

5. Salaries and related economic matters and policies affecting professional services are to be negotiated.

6. Impasse procedures consist of investigation by a three-member board of "consultants" selected by employers and employees. Findings are not binding.

7. The strike is not mentioned.

Pennsylvania: The Pennsylvania statute became effective July 23, 1970.

1. The act covers all public employees, but specifies separate bargaining units for supervisors.

2. Selection of the bargaining unit is by election and subsequent certification. Elections are held

by the state labor relations board. Recognition is exclusive.

3. Employers and employees are directed to negotiate in good faith and meet and discuss recommendations submitted by employees.

4. No negotiation procedures are specified, except meeting at reasonable times.

5. Parties are to negotiate with respect to wages, hours and other terms and conditions of employment, and are to negotiate a written agreement.

6. Mediation and fact-finding are specified with appropriate time limits. Findings are not binding. Final and binding arbitration is specified only for guards at mental hospitals and prisons, and those employees involved with the functioning of the courts.

7. Strikes are illegal only for those employees for which final and binding arbitration is specified. Strikes must not be initiated until all prescribed impasse procedures are exhausted. Injunctive relief may be sought by employers if there is a clear and present danger or threat to public health, safety or welfare.

Rhode Island: The Rhode Island statute was passed in 1966.

1. Only certified public school teachers are included. Principals, assistant principals, superintendents and assistant superintendents are specifically excluded.

2. Selection of the bargaining unit is by election supervised by the State Labor Relations Board. Recognition is exclusive.

3. Employers and employees shall negotiate professionally and bargain on a collective basis. They are obligated to meet and confer in good faith.

4. No negotiation procedures are specified.

5. Participants will negotiate hours, salary, working conditions and other terms of professional employment.

6. Mediation and conciliation are specified to settle an impasse. If these fail, final and binding arbitration is specified except in matters involving the expenditure of money. The findings regarding expenditures are simply submitted to the school board for consideration.

7. The strike is outlawed.

South Dakota: The South Dakota statute was passed in 1971.

1. All public employees are subject to the statute. No exceptions are mentioned.

2. Formal recognition is to be accorded to the organization representing the majority of the employees. This allows the organization to "negotiate" with the employer. Informal recognition is granted to any other group, and the employer is thereby required to meet, confer and otherwise communicate with these representatives.

3. Employers are required to "meet and negotiate" with employees at reasonable times.

4. No procedures are specified except as noted above.

5. Grievance procedures and conditions of employment are to be negotiated.

6. In the event of impasse, either party may request the commissioner of labor to intervene. Findings are not binding. In the absence of grievance procedures in the contract, the commissioner of labor may resolve grievances with final and binding arbitration.

7. The strike is illegal.

Texas: The Texas statute was passed in 1967. It simply states that administrative personnel may consult with teachers with respect to educational policy and conditions of employment, and may make appropriate rules, regulations and agreements to provide for such consultation.

Vermont: The Vermont statute was passed in 1969.

1. The Vermont act deals only with labor relations for teachers. Superintendents, principals and other administrative staff are excluded from the teachers' unit, but they may form their own unit.

2. The board may simply recognize the teachers' unit, or in case of dispute, an election will be held. Recognition is exclusive.

3. The parties must negotiate in good faith.

4. Negotiations must commence 120 days prior to the district's annual meeting. The session must be held at reasonable times.

5. Matters related to salary, economic conditions of employment, procedures for processing complaints and grievances relating to employment, and any mutually agreed upon matters not in conflict with state laws are negotiable.

6. Mediation and fact-finding are specified in case of impasse. Neither is binding.

7. No mention is made of the strike; however, one long paragraph is included dealing with injunctions. The final sentence appears to refer to strikes. It reads as follows: "Any restraining order of injunction issued by a court as herein provided shall prohibit only a specific act or acts expressly determined in the findings of fact to pose a clear and present danger."

Washington: The Washington statute was passed in 1969.

1. The law applies only to certified school employees with the exception of the district's chief administrative officer.

2. Selection of the bargaining unit is by secret ballot.

3. Parties have the right to meet, confer and negotiate under the law.

4. No procedures are specified.

5. Virtually all areas of administration are negotiable. "Proposed school policies relating to but not limited to curriculum, textbook selection, inservice training, student teaching programs, personnel, hiring and assignment practices, leaves of absence, salaries and salary schedules, and noninstructional duties" can be negotiated.

6. Impasse may be settled by either party requesting the assistance of an advisory committee made up of board members and teachers appointed by the state superintendent of schools. Findings are not binding.

7. The strike is not mentioned.

Wisconsin: The Wisconsin statute was passed in 1959 and has been amended several times, most recently in 1969.

1. The Wisconsin statute covers all public employees. There is no distinction between teachers and administrators. No mention of exclusive recognition is made.

2. If no question arises, the employer simply recognizes the bargaining agent. If a question arises, an election will be conducted by the state employment relations commission.

3. Employees have the right to be represented by labor organizations of their choice in "conferences and negotiations" with employers.

4. No negotiation procedures are prescribed.

5. Questions of wages, hours, and conditions of employment are to be negotiated.

6. In case of an impasse, mediation and fact-finding are required. Findings are not binding.

7. The strike is illegal.

Guam: The Guam statute was inacted in 1968 and has several features in common with the various state statutes already reviewed.

1. All public employees of the territory are included in the act.

2. Employers must recognize a bargaining unit when a majority of employees designate it as their representative. Exclusive recognition is provided for if units meet certain conditions (they must be noncommunist, democratic, fiscally sound, and have no interest conflicts).

3. Consultation and negotiation are provided for.

4. No negotiation procedures are specified.

5. Terms and conditions of employment not otherwise fixed by law are to be negotiated.

6. Advisory arbitration is specified in case of impasse, with the governor being the final authority and determining whether or not to accept the findings.

7. The strike is not mentioned.

Two federal executive orders have been issued which deal with public sector collective bargaining for most federal employees. In the area of education, these orders include teachers employed by the defense department overseas dependent schools.

Executive order 10988 (17) was signed by President John F. Kennedy, January 17, 1962. This order gave federal employees the right to organize and to consult with employing agencies concerning the formulation and implementation of personnel policies and practices, and matters affecting working conditions that are of concern to employees.

It provided for formal, informal and exclusive recognition of the bargaining unit; managerial personnel were

to be excluded from the bargaining unit.

Impasse arbitration was authorized, but findings were not to be binding. No mention of salary negotiation was made. Although the strike was not specifically outlawed, no agent which advocated the use of the strike was to be recognized.

Executive order 10988 (17) was superseded July 1, 1970, by executive order 11491 (18), signed by President Nixon October 29, 1969.

Negotiable areas and personnel covered by the two orders are essentially the same, as is the strike policy.

Order 11491 (18), however, eliminates informal and formal recognition used under 10988 (17) and authorizes only formal recognition with the use of a secret ballot in disputed representation cases.

Executive order 11491 (18) also creates a Federal Labor Relations Council, a Federal Service Impasse Panel, and an assistant Secretary of Labor for Labor-Management Relations.

The Labor Relations Council is charged with the administration of the order. The Impasse panel may negotiate impasses, and the assistant secretary handles representation disputes. Impasse findings by mediation or arbitration are not binding. The order also makes provisions for grievance arbitration. Finally, in contrast to 10988 (17), it authorizes national consultation rights for units meeting

prescribed criteria.

It appears that the essential difference between the federal orders and the state statutes reviewed is that under most state laws salaries and other economic issues are negotiable, whereas they are not under the federal executive orders.

Finally, two proposed statutes deserve consideration. Although they may be modified substantially or never passed by the legislative body involved, they represent the most current thinking of state and federal lawmakers. The first is a proposed federal law (19) drafted by Representative Burke of Massachusetts and introduced in the House of Representatives on January 22, 1971, and subsequently referred to the House Committee on Education and Labor. The bill has not been reported out of committee as of this date.

The bill is designed to supersede and preempt all state or local statutes unless such statutes are "substantially equivalent" to the system established by the act. The act covers all public employees and specifies that supervisors must form units separate from employees if they wish to be represented.

Selection of the bargaining agent is by certification except in cases of dispute when elections will be held by the National Public Employee Relations Commission which is created by the act. Recognition is exclusive. Dues

check-off is provided for, and creation of a union shop may be included in a negotiated agreement.

Employers are required to bargain collectively in good faith with employee representatives, meet at reasonable times, meet in advance of budget-making, and negotiate with respect to wages, hours, and other conditions of employment.

The National Public Employee Relations Board is charged with the responsibility of settling representation disputes. The Federal Mediation and Conciliation Service handles impasse fact finding, but such fact-finding is not binding on either party.

Strikes are not prohibited, except during a 60 day period following the filing of a fact-finding request. However, strikes by federal employees are prohibited by the Taft-Hartley Act as amended.

The proposed Iowa statute (26) is dated March 3, 1971, and was drawn up by an interim study committee of legislators. Like the federal statute (19), it remains in committee and has not come before the full House or the Senate.

The Iowa bill (26) grants public employees the right to join organizations and engage in collective bargaining with employers. Supervisors and chief administrative officers (principals and superintendents) cannot be members of the employee organization. A distinction is also made between professional and nonprofessional employees.

A Public Employment Relations Board is established to determine appropriate bargaining units and conduct representation elections. Recognition of the bargaining agent is exclusive. The board may also provide lists of fact-finders and mediators, and assist in their selection.

Employers must negotiate in good faith at reasonable times and must reach agreement at least 120 days before submission of the agency's budget, or utilize impasse procedures.

Impasse procedures are to be negotiated by the parties as their first step in bargaining. Mediation and fact-finding are to be included in these procedures. If the parties do not agree on such procedures, or fail to use them, mandatory impasse procedures are specified. These include mediation and fact-finding, and will only be invoked if requested by one of the parties. Results of the procedures outlined are not binding.

A limited strike provision is provided. Employees engaged in critical services are denied the use of the strike, and no employee organization may engage in a strike which is inconsistent with the public health, safety and welfare. In addition, all prescribed impasse procedures must have been exhausted and at least ten days elapsed since the procedures failed to resolve the impasse.

The following summary indicates the most common

characteristics of the state statutes reviewed. These characteristics are categorized according to the seven analysis criteria mentioned in the introduction. The number preceding the characteristic is the number of the state statutes containing that particular feature. The term "other" simply indicates that the statute contained some feature which could not be meaningfully categorized. In addition, a table has been included summarizing the date of enactment for the various statutes.

1. Who is included?

11... a. All public employees
6... b. Teachers only
11... c. Teachers and some or all administrators

2. Selection and recognition of the bargaining unit

11... a. Selection by voluntary employer recognition, or election in cases of dispute
10... b. Selection by election only
3... c. Voluntary employer recognition only
4... d. Other

Type of recognition

2... a. Nonexclusive
19... b. Exclusive
7... c. Not mentioned

3. Type of negotiation specified

3... a. Meet and confer
23... b. Good faith negotiation
2... c. Other

4. Negotiation procedures

8... a. Procedures included
17... b. No procedures specified except reasonable meeting times
3... c. Other

5. Limitations on areas of negotiation

2... a. None specified
17... b. Wages, hours and conditions of employment
7... c. Wages, hours and conditions of employment and other policies and procedures
2... d. Other

6. Impasse procedures

17... a. Nonbinding mediation and/or arbitration and/or fact-finding
7... b. Binding arbitration and/or fact-finding and/or mediation
4... c. Not specified

7. Strike

3... a. Strike legal
14... b. Strike illegal
11... c. Strike not mentioned

Year statute enacted

3... a. Prior to 1967
3... b. 1967
1... c. 1968
8... d. 1969
8... e. 1970
3... f. 1971
2... g. No date given

Finally, it was considered helpful to compose a composite of existing state statutes based on the preceding analysis. Such a statute would include the following features based on the seven criteria.

1. It would include only teachers and some or all administrators.

2. Selection of the bargaining unit would be by voluntary employer recognition of majority status except in case of dispute when an election would determine the bargaining unit. Recognition would be exclusive.

3. Good faith negotiation would be required of employers and employees.

4. No negotiation procedures would be specified.

5. Negotiations would be limited to wages, hours and other conditions of employment.

6. Nonbinding mediation and/or arbitration and/or fact-finding would be required in case of impasse.

7. The strike would be declared illegal.

When considering all statutes reviewed, including the Guam statute (23), the executive orders and the proposed federal and state statutes, the composite law would remain unchanged with the exception of criterion number one (those included under the statute). If equal weight were given to these laws, it would tip the balance in favor of a statute covering all public employees, not educators exclusively.

At this point the analysis is not meant to indicate in any way that features included in the composite law are desirable, or even practical or rational. It only reflects what currently exists in statutes designed to, in some way, prescribe or regulate negotiations for educators. The desirability of certain features will be explored once specific data has been obtained concerning Iowa's situation.

CHAPTER III METHODS AND PROCEDURES

Design of the Experiment

The experimental portion of this study was designed to yield information in regard to two general problems outlined in the first chapter. First, the sampling and subsequent statistical treatment was designed to determine how teacher association presidents and superintendents react to various theoretical options concerning the content of a collective negotiations statute. Second, the study was constructed so as to determine what, if any, unique characteristics of Iowa schools, their superintendents and teachers, should be considered when constructing a framework for a model collective negotiations law for Iowa schools. This chapter describes the methods and procedures used to develop the sampling instrument, the selection of the sample, and finally the statistical treatment and analysis of the data provided by the respondents.

Development of the Questionnaire

The instrument used to gather the required data was a rather straightforward mailed questionnaire (see Appendix A). Two questionnaires were used, one for superintendents and one for presidents of teacher associations or presidents of A.F.T. chapters.

Each questionnaire was divided into two main parts,

with the first part being also divided into a main portion and a subportion. The first portion of the questionnaire dealt with personal characteristics of the respondents. Part two of the first section of both questionnaires requested information regarding some selected characteristics of the faculty. Also included were two questions designed to determine the level at which negotiations were being conducted in the district, and whether or not the respondent felt there was a need for a collective bargaining statute.

The second section of the questionnaire was designed specifically to determine the respondent's reactions to various options presented under the major topical areas derived from the review of existing and proposed statutes in chapter two.

Individual items contained in the survey instrument were developed in response to questions which arose from the review of literature and from hypotheses developed in chapter one. It was hypothesized that there may be unique characteristics of Iowa schools and educators which should be considered in drafting the framework for a collective negotiations statute. Further, it was thought that the differences associated with the need for a law and its content would be found among educators, and that these differences would be associated with certain characteristics

of the districts and of the educators. Personal characteristics including age, sex, number of years in present school, years of experience (total), years in teaching or administration, and formal education were measured by the first six items in each questionnaire.

Question number ten on the teachers' questionnaire and number 11 on the superintendents' questionnaire sought to determine if the respondents agreed as to the level of negotiation being presently conducted in the district. The final question in the first section simply asked the respondent to record his opinion concerning the need for a collective negotiation statute. The remaining items of section one dealt with the characteristics of the members of the teachers' association, and were included to determine what, if any, association these characteristics may have with the responses of the association president.

Question eight on the survey dealing with association affiliation was dropped since all respondents' associations were affiliated with the N.E.A.

The second section of the questionnaire contained nine questions and a comments section which dealt with the content of a collective negotiation statute. Respondents were directed to assume that passage of a law was inevitable, regardless of whether or not they agreed with that assumption, and they were directed to answer accordingly.

The final question on both questionnaires sought to determine if differences existed between and among the groups concerning their definition of a teachers' strike.

All questions were multiple choice with the number of possible choice alternatives ranging from three to six. All choices were mutually exclusive, so as to permit analysis of the data using the Chi square statistical technique.

Many of the response alternatives and some specific questions associated with the characteristics of the respondents were gleaned from the questionnaires used by Brooks (9), Kope (33), Sinicropi (60), and O'Hare (52). Questions dealing directly with the provisions of the law presented logical choices representing a range of prescriptiveness and specificity from very permissive and/or broad to very prescriptive and/or specific.

The initial questionnaire was carefully reviewed against questionnaires used by other researchers engaged in similar studies in an effort to enhance validity and reduce ambiguity. After necessary revisions, the questionnaire was submitted to 17 practicing administrators who were students of educational administration in the graduate department of professional studies at Iowa State University.

The questionnaire was then further revised and clarified before final publication. Since part two of the teachers' questionnaire is identical to the superintendents'

questionnaire, and part one is self-explanatory and leaves no room for interpretation, it was not considered necessary to submit the questionnaire to a pilot group of teachers.

Selection of the Sample

The study was confined to the 452 public school districts which existed in Iowa in 1972. These districts were all unified districts in that they included both secondary and elementary schools. A sample of 75 districts was drawn from this total using a cluster sampling technique based on a district size/location system of classification. This sort of sampling technique was chosen since it was hypothesized that district size/location may be associated with the respondents' replies to the questions posed by the survey. Unlike the Johnson study (31), size was to be used as a variable rather than eliminating its effects as far as possible.

The United States Census definitions as used by Sinicropi (60, p. 71) were purposely avoided in the belief that such categories were not relevant in Iowa. Six categories were selected, based primarily on student enrollment and, in the case of suburban districts, on location. These categories were defined as follows:

1. Urban--one having an enrollment of 10,000 or more students.
2. Suburban--one having an enrollment of less than

10,000 and more than 2,000 students and being contiguous to an urban district.

3. Districts with enrollments of 5,000 or more, but not included in the previous two categories.
4. Districts with enrollments of 2,500 or more but not included in the previous three categories.
5. Districts with enrollments of at least 1,500 but less than 2,499 students.
6. Districts with 1,499 students or less.

Seven districts met the criteria for urban districts and all were included in the sample. Fourteen districts in Iowa were suburban districts within the bounds prescribed. All of these were included. Nine districts had enrollments of 5,000 or more but were not urban or suburban; consequently, all were included in the sample. Fifteen districts met the criteria established for the fourth category and all were included.

Forty-six districts were defined by category five, and 361 districts met the criteria for category six. Here it was thought that an unbiased sample could best be obtained by randomly selecting as many districts from each of these groups as were contained in the largest numerical group falling into the first four categories. This meant that a sample of 15 districts would be drawn from each of these groups. This was accomplished by using a table of random numbers and resulted in a total sample size of 75 districts.

Although the districts included in the smallest two

categories enrolled about 50 percent of Iowa's total public school students, and these districts represent 40 percent of the total sample, this variation was considered acceptable in the interest of maintaining consistency in sample size by category.

Collection of the Data

The survey instrument was sent to superintendents and the teachers' association presidents in each of the districts included in the sample. The names and school addresses of the superintendents were obtained from the Iowa Educational Directory (28). The names of the association presidents and their home addresses were provided by the Iowa State Education Association (29). In addition, teacher questionnaires were mailed to 11 American Federation of Teachers local presidents. The names of these presidents were provided by the president of the Iowa Federation of Teachers. This was done in an attempt to determine if any differences existed between A.F.T. presidents and association presidents in regard to the collective bargaining issue.

The questionnaires were mailed on April 24, 1972, with a cover letter countersigned by Professor Richard P. Manatt (see Appendix A). A stamped addressed envelope was included for the return of the questionnaire. If 19 days passed with

no reply, a follow-up letter was sent which contained a cover letter, a return envelope and a second copy of the questionnaire.

Seventy-two superintendents' surveys were eventually returned. Sixty-two teachers responded to the mail survey. In an attempt to increase the number of teacher responses, telephone calls were made to those who had not responded to the mail inquiries. Only three additional questionnaires were completed by this method. This was probably due to summer vacations, as the calls were made in mid June of 1972. The rate of return for teachers thus stood at 86 percent, and for superintendents at 96 percent. The actual returns by category are reflected in Table 1.

Of the 11 questionnaires mailed to presidents of A.F.T. chapters, only six were returned. Analysis of these returns revealed that only three of the respondents actually represented public school A.F.T. chapters. Two of the remaining three represented an administrative group and a building of a large district. The final response was unclear as to exactly how the group was related to the teachers in the district. Of the three valid responses, none represented more than 20 percent of the teachers in the district. Because of this small number of responses, and the small number of teachers represented, it was thought that a meaningful analysis or comparison of the data would be

Table 1. Questionnaire returns by district category

Category	School Districts	Number Included	Teacher Returns	Superintendent Returns
1. Urban	7	7	7	7
2. Suburban	14	14	13	13
3. Over 5,000	9	9	8	8
4. 2500-4999	15	15	13	15
5. 1500-2499	46	15	11	15
6. 1499 or less	361	15	13	15
Total	452	75	65	73

impossible. Consequently, the group has been excluded from the further analysis.

Treatment of the Data

A Chi square statistical test was used to determine if there were significant differences in the responses of teachers and superintendents and if there were differences within these groups based on the characteristics mentioned earlier.

Specifically, Chi square tests were first computed comparing the responses of teachers and superintendents. Further tests were computed for each group (superintendents and teachers), controlling for the various personal characteristics identified by the first portion of the survey

instrument.

The responses dealing with the characteristics of the membership of the teachers' association were drawn from both the superintendents' and teachers' surveys. These were then matched with the proper district and the Chi square statistic computed for characteristics of the membership to determine if these characteristics were associated with teacher responses. Finally, teachers' and superintendents' responses to the question dealing with the state of negotiations in that particular district were matched by district to test for agreement or disagreement, by individual district and by sample category.

The five percent level of significance was selected, based on the appropriate degrees of freedom for any particular comparison. That is, if the calculated Chi square value exceeded the table value at the five percent level for the appropriate degrees of freedom, the null hypothesis that both samples were drawn from the same population and consequently were not significantly different, was rejected.

The data from the survey was coded, entered on data processing cards, and analyzed by the Iowa State University Computation Center for frequency counts and percentages only. The actual Chi square calculations were manually computed on an Epic 3000 calculator, using the formula (56, p. 291):

$$\chi^2 = \Sigma \frac{(\text{observed frequencies} - \text{Expected frequencies})^2}{\text{Expected frequencies}} .$$

CHAPTER IV FINDINGS

As stated in chapter three, data were gathered to determine how superintendents and teacher association presidents react to various options concerning the content of a collective bargaining statute, and to determine what, if any, unique characteristics of Iowa schools and educators should be considered when constructing a framework for a model collective bargaining law.

Specific hypotheses to be tested were outlined in chapter one as follows:

1. Unique characteristics of Iowa schools and educators do in fact have a significant bearing on the type of legislation that may be useful and meaningful to the state.

2. Significant differences exist in the perceived needs of educators in Iowa in regard to the desirability of a law and its content.

3. These significant differences will be associated with certain characteristics of the districts and personal characteristics of the respondents.

The second and third hypotheses will be dealt with first. Hypothesis one will be explored in the final chapter of the paper.

In so far as possible, analyses of the raw data were undertaken and the results are shown in table form. In several instances, however, one or more cells of the Chi square table contained five or less responses. Where this was the case, the cells were collapsed and categories were

combined in a logical manner. The Chi square analysis was then computed on the collapsed distribution which is also presented in table form. If any cell in a two-by-two distribution still contained less than five responses, the Yates correction factor (72, p. 116) was used to enhance the validity of the Chi square statistic computed. It should be noted that nearly 200 separate Chi square analyses were computed, but only 22 yielded significant results. Only these significant results are reported and analyzed.

In comparing the responses of superintendents and association presidents, the first option dealt with was whether or not the respondent believed there was indeed a need for a collective bargaining statute in Iowa.

The null hypothesis to be explored can be stated as follows:

> There is no significant difference in the opinions of association presidents and superintendents concerning the need for a collective bargaining law.

An inspection of Table 2 below reveals that this hypothesis must be rejected. The Chi square value of 76.054 is indeed highly significant.

Ninety point eight percent of the association presidents felt there was a need for a law. A nearly equal number of superintendents (83.6 percent) saw no need for such a statute for Iowa. Certainly this distribution represents a marked difference in the opinions of these educators.

Table 2. Do you feel there is a need for a collective bargaining law for Iowa teachers?[a]

Respondent	Number and Percent			Total
	Questionnaire Responses			
	Yes	No	No Opinion	
Superintendent	12(18.4%)	55(75.3%)	6(8.2%)	73
Assoc. President	59(90.8%)	3(4.6%)	3(4.6%)	65
	Collapsed Distribution			
	Yes	No/No Opinion		
Superintendent	12(18.4%)	61(83.6%)		73
Assoc. President	59(90.8%)	6(9.2%)		65

[a] $\chi^2 = 76.054$. Table value 1 d.f. .05 level = 3.841.

The second option presented to the respondents concerned who should be included under the theoretical statute. Again, the null hypothesis simply states that there is no significant difference in the responses of association presidents and superintendents in regard to this issue. Again the hypothesis must be rejected.

Inspection of Table 3 indicates that there is a highly significant difference in the opinions of superintendents and association presidents in relation to this issue. A much larger proportion of superintendents than presidents want the statute to cover teachers only (64.4 percent versus

Table 3. Question 1: Who should be included?[a]

Respondent	Number and Percent				Total
	all public employees	all school employees	teachers only	all certified staff except supts.	
	Questionnaire Responses				
Supt.	9(12.3%)	10(13.7%)	47(64.4%)	7(9.6%)	73
Assoc. Pres.	28(43.1%)	12(18.5%)	7(10.8%)	18(27.7%)	65

[a] χ^2 = 44.092. Table value 3 d.f. .05 level = 7.815.

10.8 percent). The presidents are significantly more in favor of a statute to cover all public employees.

Combining the school employees and public employees categories, and combining the teachers only and certified staff categories, still results in a very distinct division of opinion, with about twice as many teachers as superintendents preferring the all public employees option.

The third analysis tested the hypothesis that there was no significant difference in the opinions of association presidents and superintendents in regard to the degree of requirement to negotiate specified in the law. This hypothesis must also be rejected. The Chi square value of 59.895 (Table 4) is highly significant. Presidents were strongly in favor of requiring the board to negotiate.

Table 4. Question 2: To what degree should negotiation be required?[a]

Respondent	Number and Percent				Tot.
	allow but not require board to meet with teachers	require board to meet and discuss wages and other conditions	require board to negotiate concerning wages and conditions	require good faith negotiation and fix penalties for failure to negotiate	
	Questionnaire Responses				
Supt.	29(39.7%)	22(30.1%)	17(23.3%)	5(6.9%)	73
Assoc. Pres.	0	8(12.3%)	20(30.8%)	37(57.9%)	65

[a] χ^2 = 59.895. Table value 3 d.f. .05 level = 7.815.

Superintendents' responses were more evenly distributed, but were more favorably disposed toward a permissive clause allowing, but not requiring, the board to meet with teachers.

Concerning negotiable areas under the statute, the hypothesis that there is no significant difference between the presidents' and superintendents' opinions must be rejected. The Chi square value (Table 5) is again highly significant. Presidents felt strongly (87.7 percent) that virtually everything should be negotiable. Superintendents felt even more strongly (95.3 percent) that areas of negotiation should be limited only to matters of wages and fringe benefits.

Table 5. Question 3: What areas of concern do you feel should be negotiable?[a]

Respondent	Number and Percent				Tot.
	all areas including curriculum, class size etc.	wages, hours and conditions of employment	wages and other monetary and fringe benefits	wages only	
	Questionnaire Responses				
Supt.	1(1.4%)	17(23.3%)	52(71.2%)	3(4.1%)	73
Assoc. Pres.	57(87.7%)	7(10.8%)	1(1.5%)	0	65
	Collapsed Distribution				
	all areas	wages, hours and conditions of employment	wages only or wages and other monetary and fringe benefits		
Supt.	1(1.4%)	17(23.3%)	55(75.3%)		73
Assoc. Pres.	57(87.7%)	7(10.8%)	1(1.5%)		65

[a] χ^2 = 110.214. Table value 2 d.f. .05 level = 5.991.

A significant difference in opinion was found to exist between superintendents and association presidents with regard to the selection of the bargaining unit. The hypothesis that no significant difference exists must consequently be rejected (Table 6). There is however a more even distribution of responses for both groups. Presidents are more

Table 6. Question 4: How do you feel the bargaining unit should be selected?[a]

Re-apondent	Number and Percent					Tot.
	board recognizes the unit it wishes	board recognizes but holds election in case of dispute	board holds an election	teachers hold an election	third party holds an election	
	Questionnaire Responses					
Supt.	13(17.8%)	31(42.5%)	3(4.1%)	22(30.1%)	4(5.5%)	73
Assoc. Pres.	10(15.4%)	15(23.1%)	6(9.2%)	26(40.0%)	8(12.3%)	65
	Collapsed Distribution					
	board recognizes the unit it wishes	board recognizes but holds election in case of dispute	board, teachers or third party holds election			
Supt.	13(17.8%)	31(42.5%)	29(39.7%)			73
Assoc. Pres.	10(15.4%)	15(23.1%)	40(61.5%)			65

[a] $\chi^2 = 7.270$. Table value 2 d.f. .05 level = 5.991.

disposed toward an election to determine the bargaining unit, while superintendents would prefer the board be allowed to recognize the unit, or hold an election only in cases of dispute.

Superintendents and association presidents were not in

Table 7. Question 5: What kind of recognition should be accorded to the teachers organization selected for bargaining?[a]

Respondent	Number and Percent				Total
	exclusive agent for all teachers regardless of membership	proportional recognition according to membership	no exclusive recognition	exclusive recognition with all teachers required to contribute to support	
	Questionnaire Responses				
Supt.	48(65.8%)	17(23.3%)	4(5.5%)	4(5.5%)	73
Assoc. Pres.	25(38.5%)	13(20.0%)	0	27(41.5%)	65
	Collapsed Distribution				
	exclusive agent for all teachers	proportional recognition or no exclusive recognition		exclusive recognition with support required	
Supt.	48(65.8%)	21(28.8%)		4(5.5%)	73
Assoc. Pres.	25(38.5%)	13(20.0%)		27(41.5%)	65

[a] χ^2 = 25.816. Table value 2 d.f. .05 level = 5.991.

agreement concerning the kind of recognition that should be accorded the bargaining unit (Table 7). Analysis of the data revealed that presidents were significantly more in favor of exclusive recognition with required support (union

shop). Superintendents favored exclusive recognition, with no required support, by a wide margin, and about the same proportion of presidents and superintendents were in favor of nonexclusive or proportional representation.

The hypothesis that no difference in opinion exists between these two groups in regard to recognition of the bargaining unit must be rejected.

When asked how specific the law should be in terms of spelling out the details of negotiation procedure, the distribution of responses between presidents and superintendents was entirely opposite (Table 8). Most presidents thought the law should specify procedures and that they should be mandatory. Forty-two and one-half percent of the superintendents, however, believed that procedures should not even be mentioned. The Chi square value of 24.469 yielded by the analysis was highly significant. Consequently the hypothesis that no difference of opinion exists between the groups concerning this issue must be rejected.

With regard to impasse, the educators again expressed opposing opinions (Table 9). Superintendents preferred nonbinding arbitration by a wide margin (61.6 percent), while presidents favored binding arbitration by an even wider margin (75.4 percent). It is interesting to note that only 21.9 percent of the superintendents were opposed

Table 8. Question 6: How detailed do you feel the law should be in terms of spelling out exactly how negotiations should be conducted?[a]

Respondent	Number and Percent			Total
	procedures should not be mentioned	procedures should be included but should not be mandatory	procedures should be included and should be mandatory	
	Questionnaire Responses			
Supt.	31(42.5%)	29(39.7%)	13(17.8%)	73
Assoc. Pres.	10(15.4%)	18(27.7%)	37(58.9%)	65

[a]χ^2 = 24.469. Table value 2 d.f. .05 level = 5.991.

Table 9. Question 7: How do you feel the law should address itself to impasse situations?[a]

Respondent	Number and Percent			Total
	no provisions provided	nonbinding arbitration fact-finding or mediation specified	binding arbitration should be specified	
	Questionnaire Responses			
Supt.	16(21.9%)	45(61.6%)	12(16.4%)	73
Assoc. Pres.	1(1.5%)	15(23.1%)	49(75.4%)	65

[a]χ^2 = 50.383. Table value 2 d.f. .05 level = 5.991.

to having any provisions included in a law to help settle impasse situations. Most of the respondents agreed that some procedure should be specified.

The hypothesis that there is no difference of opinion with regard to the issue must, however, be rejected. The Chi square value of 50.383 is highly significant.

It was hypothesized that superintendents and association presidents would not express significantly different opinions with regard to the statute and teacher strikes. This hypothesis was also rejected. A highly significant Chi square value of 49.236 was computed from the data in the collapsed distribution. Superintendents overwhelmingly thought that the strike should be declared illegal. Association presidents felt nearly as strongly that it should be legal (Table 10). A few, however, believed no mention should be made of the strike in the statute.

The final analysis dealing with differences between superintendents and association presidents was directed toward determining what the respondents regarded as a teacher strike. The distribution of responses differed significantly, yielding a Chi square value of 22.193 (Table 11). Most superintendents thought that any sort of picketing or work slowdown did indeed constitute a strike. Association presidents appeared to be less certain. Over half felt that actually staying off of the job constituted

Table 10. Question 8: How do you feel the law should deal with teacher strikes?[a]

Respondent	Number and Percent				Total
	should not mention them	should be illegal	should be legal	should be legal under specific circumstances	
	Questionnaire Responses				
Supt.	3(4.1%)	59(80.8%)	2(2.7%)	9(12.3%)	73
Assoc. Pres.	4(8.2%)	14(21.5%)	7(10.8%)	40(61.5%)	65
	Collapsed Distribution				
	no mention or illegal		legal or legal under specific circumstances		
Supt.	62(84.9%)		11(15.1%)		73
Assoc. Pres.	18(27.7%)		47(72.3%)		65

[a] χ^2 = 49.236. Table value 1 d.f. .05 level = 3.841.

Table 11. Question 9: How would you define a teachers strike?[a]

Respondent	Number and Percent					Tot.
	teachers refuse to perform certain duties	teachers initiate a work slowdown	teachers picket during free periods	teachers stay off the job	all of the above	
	Questionnaire Responses					
Supt.	1(1.4%)	2(2.7%)	0	20(27.4%)	50(68.5%)	73
Assoc. Pres.	3(4.6%)	1(1.5%)	2(3.1%)	38(58.5%)	21(32.3%)	65
	Collapsed Distribution					
				teachers stay off job	all of the above including items 1, 2, 3	
Supt.				20(27.4%)	53(72.6%)	73
Assoc. Pres.				33(58.5%)	27(41.5%)	65

[a] χ^2 = 22.193. Table value 1 d.f. .05 level = 3.841.

a strike. Forty-one point five percent, however, believed that all of the actions described could be categorized as a strike. Still, the hypothesis that no difference of opinion exists between the two groups must be rejected.

It is readily apparent from this analysis that the general null hypothesis that no significant differences exist in the perceptions of educators in Iowa in regard to the desirability of a law and its content must be rejected. This analysis indicates that there are very real differences in the opinions of superintendents and association presidents with regard to the desirability of a law and the content of that law. The implications of these findings will be explored in chapter five.

Less clear-cut conclusions can be drawn from an analysis of the data reflecting personal characteristics of respondents and characteristics of their schools.

As mentioned previously nearly 200 Chi square computations were undertaken in an attempt to pinpoint significant differences. Only 12 of these analyses yielded significant Chi square values. In the interest of brevity, only those significant results are presented in table form.

It was first hypothesized that there were no significant differences, within the teacher association president group or within the superintendent group, when classified by district size in relation to the ten statutory framework

options presented by the questionnaire.

There were significant differences among the superintendents in only one of the ten areas. Table 12 indicates that superintendents in larger districts were significantly more disposed toward acknowledging a need for a law than were superintendents in smaller districts. Still, a large majority in each size category except "Urban" felt there was no need for a law. Fifty-seven percent of urban superintendents, however, expressed the opinion that a law was needed.

There were significant differences associated with district size among teachers' association presidents in only three of the collective bargaining options presented. None of these were common to both the superintendents' and teachers' groups. Teachers' association presidents in schools of 2,499 students or less were considerably more inclined to prefer an all public employees law rather than a teachers only law (Table 13).

Presidents also displayed significant differences of opinion, associated with district size, with regard to what degree negotiations should be required (Table 14) and with regard to how the law should deal with teacher strikes (Table 15).

Table 14 indicates that larger districts are significantly more in favor of required good faith negotiations

Table 12. Do you feel there is a need for a collective bargaining law for Iowa teachers?[a]

District Category	Number and Percent			Total
	yes	no	no opinion	
Questionnaire Responses (Superintendents)				
Urban	4(57.1%)	1(14.3%)	2(28.6%)	7
Suburban	4(30.8%)	9(69.2%)	0	13
Over 5000	0	7(87.5%)	1(12.5%)	8
4999-2500	3(20.0%)	12(80.0%)	0	15
2499-1500	1(6.7%)	14(93.3%)	0	15
Below 1499	0	12(80.0%)	3(20.0%)	15
Total	12(18.4%)	55(75.3%)	6(8.23%)	73
Collapsed Distribution				
	yes	no or no opinion		
Urban/Suburban	8(40.0%)	12(60.0%)		20
2500 or more	3(13.0%)	20(87.0%)		23
2499 or less	1(3.3%)	29(96.7%)		30
Total	12(16.4%)	61(83.6%)		73

[a] $\chi^2 = 12.027$. Table value 2 d.f. .05 level = 5.991.

Table 13. Question 1: Who should be included?[a]

District Category	Number and Percent				Total
	all public employees	all school employees	teachers only	all certified staff except superintendents	
Questionnaire Responses (Association Presidents)					
Urban	3(42.9%)	1(14.3%)	0	3(42.9%)	7
Suburban	7(53.8%)	2(15.4%)	0	4(30.8%)	13
Over 5000	5(55.6%)	2(22.2%)	0	2(22.2%)	9
4999-2500	9(75.0%)	1(8.3%)	1(8.3%)	1(8.3%)	12
2499-1500	2(18.2%)	0	3(27.3%)	6(54.6%)	11
Below 1499	2(15.4%)	6(46.2%)	3(23.1%)	2(15.4%)	13
Total	28(43.1%)	12(18.5%)	7(10.8%)	18(27.7%)	65
Collapsed Distribution					
	all public or all school employees		teachers only or all certified staff except superintendents		
Urban/Suburban	13(65.0%)		7(35.0%)		20
2500 or more	17(81.0%)		4(19.0%)		21
2499 or less	10(41.7%)		14(58.3%)		24
Total	40(61.5%)		25(38.5%)		65

[a] $\chi^2 = 7.449$. Table value 2 d.f. .05 level = 5.991.

Table 14. Question 2: To what degree should negotiations be required?[a]

District Category	Number and Percent				Total
	allow but not require board to meet with teachers	require board to meet and discuss wages and other conditions	require board to negotiate concerning wages and conditions	require good faith negotiation and fix penalties for failure to negotiate	
Questionnaire Responses (Association Presidents)					
Urban	0	0	0	7(100.0%)	7
Suburban	0	0	4(30.8%)	9(69.2%)	13
Over 5000	0	0	2(22.2%)	7(77.8%)	9
4999-2500	0	1(8.3%)	3(25.0%)	8(66.7%)	12
2499-1500	0	2(18.2%)	5(45.5%)	4(36.4%)	11
Total	0	8(12.3%)	20(30.8%)	37(56.9%)	65

Collapsed Distribution

	require board to meet and discuss wages and other conditions	require to negotiate or required good faith negotiations and fix penalties	
Urban/Suburban	0	20(100.0%)	20
2500 or more	1(4.8%)	20(95.2%)	21
2499 or less	7(29.2%)	17(70.8%)	24
Total	8(12.3%)	57(87.7%)	65

[a] $\chi^2 = 10.235$. Table value 2 d.f. .05 level = 5.991.

with penalties than are smaller districts. A 30 percent variation by district size lends support to the Chi square value computed, but it must be noted that one cell contains no responses. This may have some affect on the actual Chi square value, but the practical significance remains.

Inspection of Table 15 reveals presidents' responses by district size with regard to how the statute should address itself to the issue of teacher strikes.

The larger the district, the more favorable are the opinions of the presidents concerning legalizing the strike. Fully 95 percent of the respondents in urban/suburban districts felt the strike should be legal. Only 54.2 percent of the presidents of district associations with total district enrollments of 2499 or less felt the strike should be legal.

The distribution of teacher association presidents by age is shown in Table B1 of Appendix B.

There was no significant difference in the opinions of the teacher respondents associated with their age.

Superintendents, when classified by age, displayed significant differences in their opinions concerning the degree of negotiation required. Older superintendents are slightly more inclined toward a voluntary stance concerning boards responsibilities to negotiate (Table 16). It should also be noted that a much larger proportion of the 41-51

Table 15. Question 8: How do you feel the law should deal with teacher strikes?[a]

District Category	Number and Percent				Total
	should not mention them	should be illegal	should be legal	should be legal under specific circumstances	
Questionnaire Responses (Association Presidents)					
Urban	1(14.3%)	0	2(28.6%)	4(57.1%)	7
Suburban	0	0	1(7.7%)	12(92.3%)	13
Over 5000	1(11.1%)	3(33.3%)	0	5(55.6%)	9
4999-2500	0	2(16.7%)	2(16.7%)	8(66.7%)	12
2499-1500	1(9.1%)	6(54.6%)	1(9.1%)	3(27.3%)	11
Below 1499	1(7.7%)	3(23.1%)	1(7.7%)	8(61.5%)	13
Total	4(6.2%)	14(21.5%)	7(10.8%)	40(61.5%)	65

Collapsed Distribution

	should not mention them or should be illegal	should be legal or legal under specific circumstances	
Urban/Suburban	1(5.0%)	19(95.0%)	20
2500 or more	6(28.6%)	15(71.4%)	21
2499 or less	11(45.8%)	13(54.2%)	24
Total	18(27.7%)	47(72.3%)	65

[a] $\chi^2 = 9.096$. Table value 2 d.f. .05 level = 5.991.

Table 16. Question 2: To what degree should negotiations be required?[a]

Age	Number and Percent				Total
	allow but not require board meet with teachers	require board meet and discuss wages and other conditions	require board to negotiate concerning wages and conditions	require good faith negotiations and fix penalties for failure to negotiate	
	Questionnaire Responses (Superintendents)				
22-31	0	0	0	0	0
32-41	3(27.3%)	6(54.6%)	1(9.1%)	1(9.1%)	11
42-51	11(36.7%)	5(16.7%)	11(36.7%)	3(10.0%)	30
52-61	12(46.2%)	8(30.8%)	5(19.2%)	1(3.9%)	26
62-over	3(50.0%)	3(50.0%)	0	0	6
Total	29(39.7%)	22(30.1%)	17(23.3%)	5(6.9%)	73
	Collapsed Distribution				
	allow but not require board meet with teachers	require board meet and discuss wages and other conditions	require to negotiate or require good faith negotiations and fix penalties		
32-41	3(27.3%)	6(54.6%)	2(18.2%)		11
41-51	11(36.7%)	6(16.7%)	14(46.7%)		30
52-over	15(46.9%)	11(34.4%)	6(18.8%)		32
Total	29(39.7%)	22(30.1%)	22(30.1%)		73

[a] $\chi^2 = 9.701$. Table value 4 d.f. .05 level = 9.488.

age group favors required negotiations, in contrast to the older and younger superintendents.

No other significant differences were found to be associated with superintendents' ages.

The next personal characteristic studied was sex. There were no female superintendents included in the sample.

There was only one area of disagreement associated with sex among the teacher association presidents. This concerned the need for a collective bargaining statute for Iowa teachers (Table 17). Here, a significantly larger portion of male presidents than female presidents indicated a need for a law (97.9 percent versus 71.0 percent).

Table 17. Do you feel there is a need for a collective bargaining law for Iowa teachers?

Sex	Number and Percent			Total
	yes	no	no opinion	
	Questionnaire Response (Association Presidents)			
Male	47(97.9%)	0	1(2.1%)	48
Female	12(71.0%)	3(17.7%)	2(11.8%)	17
Total	59(90.8%)	3(4.6%)	3(4.6%)	65
	Collapsed Distribution			
	yes		no or no opinion	
Male	47(97.9%)		1(2.1%)	48
Female	12(71.0%)		5(29.4%)	17
Total	59(90.8%)		6(9.2%)	65

[a] $\chi^2 = 8.166$. Table value 2 d.f. .05 level = 5.991.

Tenure of the respondent was significantly associated with opinions held in only one area for presidents and one area for superintendents.

Superintendents disagreed concerning who should be included under the law. A significantly larger proportion of those who had been in their districts ten or more years preferred that all public employees or all school employees should be included (Table 18).

Association presidents disagreed as to the kind of recognition which should be accorded to the teachers (Table 19). Those with less than ten years in the district were significantly less disposed toward exclusive recognition (55.6 percent versus 95.0 percent). There were no other significant differences of opinion associated with the number of years the president had been in the district.

The distribution of superintendents' and association presidents' years of experience in teaching or administration is reflected in Tables B2, B3, B4, and B5 in Appendix B. There were no differences in opinion concerning the collective bargaining options associated with their total amount of experience, or their experience in each area.

Amount of education was associated with significant differences of opinion among presidents and superintendents in regard to three separate and distinct negotiation questions. Those superintendents holding the doctorate expressed

Table 18. Question 1: Who should be included?[a]

Years in District	Number and Percent				Total
	all public employees	all school employees	teachers only	all certified staff except superintendents	
Questionnaire Responses (Superintendents)					
1-4	2(8.7%)	1(4.4%)	18(78.3%)	2(8.7%)	23
5-9	1(5.6%)	3(16.7%)	12(66.7%)	2(11.1%)	18
10-14	4(25.0%)	3(18.8%)	8(50.0%)	1(6.3%)	16
15-19	0	1(16.7%)	3(50.0%)	2(33.3%)	6
over 20	2(20.0%)	2(20.0%)	6(60.0%)	0	10
	9(12.3%)	10(13.7%)	47(64.4%)	7(9.6%)	73
Collapsed Distribution					
	all public or all school employees		teachers only or all certified staff except superintendents		
Under 10 years	7(17.1%)		34(82.9%)		41
Over 10 years	12(37.5%)		20(62.5%)		32
Total	19(26.0%)		54(74.0%)		73

[a] $\chi^2 = 3.895$. Table value 1 d.f. .05 level = 3.841.

Table 19. Question 5: What kind of recognition should be accorded to the teachers organization selected for bargaining?[a]

Years in District	Number and Percent				Total
	exclusive agent for all teachers regardless of membership	proportional recognition according to membership	no exclusive recognition	exclusive recognition with all teachers required to contribute to support	
Questionnaire Responses (Association Presidents)					
1-4	3(21.4%)	33(21.4%)	8(57.1%)	0	14
5-9	13(41.9%)	9(29.0%)	0	9(29.0%)	31
10-14	4(28.6%)	0	0	10(71.4%)	14
15-19	4(100.0%)	0	0	0	4
20-more	1(50.0%)	1(50.0%)	0	0	2
Total	25(38.5%)	13(20.0%)	8(12.3%)	19(29.2%)	65

	Collapsed Distribution		
	exclusive recognition or exclusive recognition with required contributions	no exclusive or proportional recognition	
Less than 10	25(55.6%)	20(44.4%)	45
10 or more	19(95.0%)	1(5.0%)	20
Total	44(67.7%)	21(32.3%)	65

[a] $\chi^2 = 9.850$. Table value 1 d.f. .05 level = 3.841.

opinions favorable toward wages, hours and conditions of employment negotiation more often than did those superintendents with less formal education (Table 20). Those superintendents with less than a doctoral degree were more disposed to limit negotiations to include only wages and/or monetary and fringe benefits.

Presidents' responses also varied in relation to the amount of formal education the respondent had had.

The presidents with an M.A. or beyond were significantly more disposed to include all public employees under the law than were those with less formal education (74.3 percent versus 46.7 percent; Table 21).

Those teachers with less than an M.A. were more likely to react favorably to mandatory procedures being included in the law (Table 22). Those with an M.A. or more were less likely to favor mandatory procedures. Their responses were much more evenly distributed among the three choices.

The only remaining characteristic that had any significant association with the opinions of respondents was the presidents' present position in the system. As Table 23 indicates, secondary teachers, elementary principals and support staff were more convinced of the need for a law than were elementary teacher presidents. The respondent's position in the system was not significantly associated with any of the other collective bargaining options presented

Table 20. Question 3: What areas of concern do you feel should be negotiable?[a]

Formal Education	Number and Percent				Total
	all areas including curriculum class size etc.	wages hours and conditions of employment	wages and other monetary and fringe benefits	wages only	
Questionnaire Responses (Superintendents)					
Less than B.A.	0	0	0	0	0
B.A.	0	0	0	0	0
M.A.	1(2.0%)[b]	8(16.0%)	38(76.0%)	3(6.0%)	50
Ph.D.	0	9(39.1%)	14(60.9%)	0	23
Total	1(1.4%)	17(23.3%)	52(71.2%)	3(4.1%)	73

Collapsed Distribution

	wages hours and conditions of employment	wages only or wages and other monetary and fringe benefits	
M.A.	8(16.3%)	41(83.7%)	49
Ph.D.	9(39.1%)	14(60.9%)	23
Total	17(23.6%)	55(76.4%)	72

[a] $\chi^2 = 4.513$. Table value 1 d.f. .05 level = 3.841.

[b] The single response in the M.A./all areas cell was dropped in the collapsed distribution to eliminate cells with zero or one responses, and thus allow for a more meaningful treatment of the data with the Chi square technique.

Table 21. Question 1: Who should be included?[a]

Formal Education	Number and Percent				Total
	all public employees	all school employees	teachers only	all certified staff except superintendents	
Questionnaire Responses (Association Presidents)					
Less than B.A.	0	1(100.0%)	0	0	1
B.A.	8(27.6%)	5(17.2%)	6(20.7%)	10(34.5%)	29
M.A.	20(57.1%)	6(17.1%)	1(2.9%)	8(22.9%)	35
Ph.D.	0	0	0	0	
Total	28(43.1%)	12(18.5%)	7(10.8%)	18(27.7%)	65
Collapsed Distribution					
	all public or all school employees		teachers only or all certified staff except superintendents		
Less than M.A.	14(46.7%)		16(53.3%)		30
M.A. or more	26(74.3%)		9(25.7%)		35
Total	40(61.5%)		25(38.5%)		65

[a] $\chi^2 = 5.206$. Table value 1 d.f. .05 level = 3.841.

Table 22. Question 6: How detailed do you feel the law should be in terms of spelling out exactly how negotiations should be conducted?[a]

Formal Education	Number and Percent			Total
	procedures should not be mentioned	procedures should be included but should not be mandatory	procedures should be included and should be mandatory	
Questionnaire Responses (Association Presidents)				
Less than B.A.	0	0	1(100.0%)	1
B.A.	4(13.8%)	4(13.8%)	21(72.4%)	29
M.A.	6(17.1%)	14(40.0%)	15(42.9%)	35
Ph.D.	0	0	0	0
Total	10(15.4%)	18(27.7%)	37(56.9%)	65
Collapsed Distribution				
	procedures should not be mentioned	procedures should be included but should not be mandatory	procedures should be included and should be mandatory	
Less than M.A.	4(13.3%)	4(13.3%)	22(73.3%)	30
M.A. or more	6(17.1%)	14(40.0%)	15(42.9%)	35
Total	10(15.4%)	18(27.7%)	37(56.9%)	65

[a] $\chi^2 = 6.936$. Table value 2 d.f. .05 level = 5.991.

Table 23. Do you feel there is a need for a collective bargaining law for Iowa teachers?[a]

Position in System	Number and Percent			Total
	yes	no	no opinion	
Questionnaire Response (Association Presidents)				
Superintendent	0	0	0	0
Secondary Principal	0	0	0	0
Elementary Principal	2(100.0%)	0	0	2
Secondary Teacher	40(97.6%)	0	1(2.4%)	41
Elementary Teacher	11(68.8%)	3(18.8%)	2(12.5%)	16
Counselor or Support	6(100.0%)	0	0	6
Total	59(90.8%)	3(4.6%)	3(4.6%)	65
Collapsed Distribution				
	yes	no or no opinion		
Elementary Principal or Support Staff	8(100.0%)	0		8
Secondary Teacher	40(97.6%)	1(2.4%)		41
Elementary Teacher	11(68.8%)	5(31.3%)		16
Total	59(90.8%)	6(9.2%)		65

[a] $\chi^2 = 12.329$. Table value 2 d.f. .05 level = 5.991.

in the questionnaire.

The remaining items in the first section of the questionnaire, with the exception of the one dealing with the present state of negotiation in the district, dealt with the characteristics of the districts' teachers as a group.

These characteristics include the average level of education of the staff, the average age of the staff, the percentage that were female, the average amount of experience, and the percentage belonging to the association.

Distribution of response tables are provided in Appendix B for all of these variables except the average level of education of the staff. None of these characteristics were significantly associated with the presidents' opinions concerning any of the negotiation options offered by the questionnaire.

Consequently, the hypothesis that no significant differences in opinions exist among presidents in relation to the characteristics of their constituents cannot be rejected.

The average level of education of the staff was measured by question number seven on the superintendents' questionnaire. A cursory inspection of the returns indicated that the responses could be categorized as those with an average educational level of less than an M.A., and those with an average educational level of more than an M.A. Only

two of the 73 responses fell into the latter category; consequently, further analysis of this item was not undertaken.

The original hypothesis tested by the preceding investigation was that differences of opinion within respondent groups would be related to personal characteristics and certain district characteristics.

The data reviewed do not provide conclusive evidence to support this hypothesis.

Only district size and five of the personal characteristics tested had any significant association with respondent opinions. Of these, only district size and amount of formal education were associated with the respondents' opinions regarding more than one option presented. Those superintendents in large districts and those with more formal education apparently are more disposed toward negotiation as such than are superintendents in smaller districts. Association presidents from large schools may have a slightly broader concept of negotiations than do their counterparts in small districts. In general, however, the results of the analysis were inconclusive at best. It was not possible to reject the null hypothesis that no differences exist based on personal or district characteristics of respondents. The bulk of evidence would simply not support a rejection of this hypothesis.

Presidents of associations and superintendents were

also asked to choose an alternative, from the six provided, that best described the present state of negotiations in their district. This question was included in order to determine if the presidents and superintendents agreed as to present status of negotiations in the district and to see if any meaningful pattern would emerge from these comparisons. The alternatives provided by the questionnaire were stated as follows:

1. Salaries and working conditions are unilaterally set by the board and administration without consulting with the teachers.

2. The superintendent consults with the teachers and makes recommendations to the board. The board then sets salaries.

3. The board meets with teachers and/or their representatives, and after hearing their views, sets teacher salaries and working conditions.

4. The board meets and discusses with teachers and/or their representatives a group of proposals prepared by the teachers and counter-proposals made by the board. The board then sets the salaries based on these discussions.

5. Actual bargaining takes place between teachers and/or their representatives and the board and/or its representative. An agreement is arrived at after mutual give-and-take negotiations.

6. Actual bargaining takes place as in the previous choice. The agreement is then reduced to actual contract form and is signed by representatives of both parties.

A total of 63 superintendent/president responses could be matched.

Table 24 shows the number of responses which were in

Table 24. Present state of negotiation in district

District Category	Total Respondents	Agree	Disagree	Percent Agreeing
Urban	7	3	4	42.8%
Suburban	12	8	4	66.7%
Over 5000	8	4	4	50.0%
4999-2500	12	5	7	41.7%
2499-1500	11	6	5	54.6%
Below 1499	13	7	6	53.9%
Total	63	33	30	52.4%

agreement as well as the number which were not, by district category. As is readily apparent, the number of agreements by category was very close to the average for all categories. Only the suburban category displayed any noticeable variance from the average.

The data were classified and tabulated in several different ways, and categories or options were combined to see what statistical analysis of the data could be undertaken. Several Chi square tests were computed on the various combinations, and all were either meaningless or provided insignificant values.

Analyses were also undertaken to determine whether or

not there were significant differences in individual option choices by enrollment category, between superintendents and presidents. None of these analysis resulted in significant Chi square values.

Other methods of organizing the data, including individual option response versus district size within groups, were explored, but these did not provide data from which meaningful conclusions could be drawn.

Despite the difficulty of organizing the data and conducting significant tests, the fact remains that presidents and superintendents often disagree as to the type/level of negotiations conducted in their districts. This conclusion is strongly supported by the descriptive data in Table 24.

CHAPTER V SUMMARY AND CONCLUSIONS

Summary

At the outset, the intent of the investigation was to develop a framework for a model collective bargaining statute for Iowa teachers.

In this quest it was believed advisable to consider the content of statutes enacted by other states, to determine how the participants in the process (namely superintendents and association presidents) viewed various negotiation options, to determine what positions the various state professional associations represented, and finally to synthesize this body of knowledge into a workable statutory framework.

Two separate kinds of research were employed to determine what kinds of laws were presently in effect and to ascertain what opinions superintendents and association presidents held in regard to collective negotiations. First, an extensive review of general literature and existing state statutes was undertaken. From the review a composite framework was developed, based on common themes found in the statutes in relation to each topical heading. The framework premises were:

1. Only educators would be included (teachers and some or all administrators). A blanket public employee law was not the most popular form of statute.
2. Selection of the bargaining unit would be by voluntary employer recognition except in cases of dispute, when an election would be held.
3. Exclusive recognition would be specified by the law.

4. Good faith negotiations would be required of both parties.

5. The law would not specify any particular negotiation procedures.

6. Negotiations would be limited to wages, hours and conditions of employment.

7. Nonbinding mediation, arbitration or fact-finding would be required in case of impasse.

8. The strike would be declared illegal.

Once the literature (including the statutes) had been reviewed, a questionnaire was developed which included opinion choices in regard to eight collective bargaining options as well as a definition of a strike question and a need for legislation question. This questionnaire was developed to statistically test three hypotheses.

First it was posited that unique characteristics of Iowa schools and educators have a bearing on the type of framework needed. Secondly, it was hypothesized that there may be differences in educators' opinions concerning collective bargaining and its desirability. Finally, it was postulated that these differences within the two groups may be associated with differences in the characteristics of the districts and the educators.

A random sample of 75 districts was selected based on district size, and the questionnaires were sent to teacher association presidents and to superintendents.

A Chi square statistical analysis of the data provided

by the questionnaire was undertaken to determine if there were differences of opinion vis a vis collective bargaining legislation between the two groups (teacher association presidents and superintendents), and to determine if differences in opinions existed within the groups concerning options under a collective negotiation law.

Highly significant Chi square values were yielded by the analysis for each item comparing the opinions of superintendents and teacher association presidents.

This led to a rejection of the hypothesis that there were no differences in the opinions of association presidents and superintendents concerning the need for a law, its content, and the definition of a teacher strike. In few instances, however, were the personal characteristics of educators, the characteristics of the association members, or the district size/location significant factors in relation to the respondents' opinions. It was impossible to discern a consistent pattern from these few differences. All responses were scattered and the significant Chi squares did not form a consistent pattern of opinion associated with any one characteristic or any combination.

Based on these data, a rejection of the hypothesis that there are no significant differences of opinion within these two groups was not possible. That is, the personal, district, or association characteristics tested did not significantly

influence the opinions of superintendents or association presidents in regard to collective bargaining legislation.

Association presidents and superintendents were also asked to choose a response which best described the state of negotiation within their districts. These responses were matched by district and compared. Presidents and superintendents were in agreement only about 50 percent of the time in all size categories. Apparently a substantial difference in opinion exists concerning the present state of negotiation.

A comment section was provided on the questionnaire. These unstructured responses, while varied, offered nothing of particular importance. Superintendents tended to reinforce their objections to enabling legislation for collective bargaining or, if such a law were inevitable, they insisted upon strict limitations on the bargaining options. Comments by association presidents generally reflected the opposite viewpoint.

Limitations

The survey portion of this study was directed to superintendents and association presidents in Iowa. The rationale for this approach was dependent upon two important assumptions: first, that superintendents do in fact reflect the opinions of their boards, and second, that association presidents reflect the opinions of their constituents. The former

assumption is supported by the findings of Sinicropi (60) and by the Borger (8), Johnson (30), O'Hare (52) series of studies. The second assumption has not been established empirically and deserves further attention by researchers.

The sample size of 75 districts, although adequate, could perhaps be increased if the study were replicated. Certainly a sample consisting of 100 percent of all Iowa districts would lend additional weight to the results of any statistical analysis.

Concerning the questionnaire and subsequent data treatment, it is possible that a Likert-type opinion scale would have produced more clear-cut results within groups, when combined with an analysis of variance statistical treatment. This does not, however, appear to be the case when testing differences between groups.

Finally, it should be pointed out that the composite statute framework, on which much of the subsequent study was based, was made up of features most often found in existing statutes. No attempt was made to determine how successful these various features have been in creating a harmonious employer-employee relationship. In fact, there is a great deal of controversy among recognized labor experts as to the advisability of including some of the features such as outlawing the strike--yet they appeared so often in existing laws that inclusion was deemed necessary.

This situation could be improved by a comprehensive assessment of the success or failure of statutes based on criteria developed by researchers, such as the number of strikes as compared to the number of negotiated agreements, or the number of grievances processed or resolved by outside arbitration.

Discussion

Many of the statistical findings were consistent with what one would intuitively expect. This is particularly true in the areas of disagreement between superintendents and association presidents. Teachers increasingly are concerned with having a voice not only in salary policy, but in basic decisions affecting the classroom environment. Superintendents are opposed to any formal requirement to consider the views and opinions of teachers in formulating educational and monetary policies. This also is understandable since any sort of law would diminish the discretionary powers of the administration and the board of education.

This dichotomy of opinion is consistent with the findings of Sinicropi (60) in 1969, although the sampling techniques and statistical treatment varied greatly. In so far as comparisons are possible, these conclusions are also consistent with those of O'Hare (52), Borger (8), and Johnson (30).

Considering the lack of differences of opinion with regard to personal characteristics, the characteristics of the district, and the characteristics of the association membership, it is somewhat surprising that so few significant differences were found. Comparisons with previous findings are difficult. Sinicropi (60) attempted to study differences along similar lines, but again used different sampling techniques and statistical treatments. His treatment of these variables dealt with the degree of agreement/disagreement rather than with the significance of the agreement/disagreement. He did, however, report some differences of opinion associated with sex, age, and district size, but no differences were noted to be associated with whether or not the teacher was an elementary or secondary teacher, how much experience he had, or his educational level. It is possible that differences in data treatment account for these differences in findings; however, the present writer suspects that the lines have become more clearly drawn in the three years that have elapsed since Sinicropi's study (60). Teachers as a group may well be more firmly convinced of the need for a law and more aware of what it should contain for their maximum benefit. They apparently see common needs being met by such a law, regardless of age, sex, district size and all of the other variables tested. In short, it appears that teachers in Iowa have become more united,

more militant, and probably more knowledgeable about collective bargaining in the last few years.

As this stance has developed, the differences between the opinions of superintendents and teachers have probably increased. This is reflected in their current inability to even agree upon the current state of negotiations in their respective districts.

Finally, the framework developed holds few surprises. For the most part it is consistent with what has been done in other states thus far. This has advantages in terms of drawing on the experience of other states, but has disadvantages in that it precludes the breaking of new ground in exploring new and imaginative solutions to public sector collective bargaining problems. One might speculate as to the desirability of a purely performance approach to analyzing existing statutes, then using the information obtained to construct a model framework.

Conclusions

In developing the framework for a model collective bargaining law for educators in Iowa, the writer set out to synthesize a framework of options (gleaned from other state laws) and the opinions of educators in Iowa in regard to the law. It was hypothesized that significantly different views would be held by association presidents and

superintendents, and also within these groups, there would be marked differences of opinion when each group was sub-classified by certain personal characteristics.

The major conclusions, based on the data gathered, are as follows:

1. There are very significant differences of opinion between the two groups in regard to collective bargaining legislation.

2. There are no significant differences concerning the issues, based on the personal group and district size characteristics tested.

3. Superintendents prefer the existing status quo while teacher association presidents prefer a change to the adversary labor management relationship.

No further inferences can be drawn vis a vis personal/group characteristics except that teachers in large districts may be somewhat more militant than those in smaller districts. Iowa need not be concerned with the size of schools, the educational level of teachers or superintendents, or any of the other characteristics studied. In effect, the overwhelming preponderance of evidence indicates that a framework can be developed based primarily on legislative precedent in other states and political considerations.

Before exploring the content of a model framework, a brief review of the differences between presidents and superintendents is in order. Association presidents felt strongly that there was a need for a law, that good faith negotiation should be required, that all areas should be negotiable,

that binding arbitration should be required, and that strikes should be legal. Superintendents held opinions in direct opposition to these.

There was less clear-cut disagreement in the remaining areas. Presidents generally tended to favor all public employees being included; however more than one out of three believed the law should cover only teachers. Seventy-four percent of the superintendents held this opinion.

Superintendents and presidents agreed with the concept of exclusive recognition, but disagreed on the required support clause (union shop). Forty-one percent of the teachers favored this concept.

Superintendents and teachers were not far apart in their opinions as to the procedures used to select and recognize the unit. A third-party election, or an election in cases of dispute, would be acceptable to both groups. A majority of both groups thought that procedures should be specified in the law. Teachers, however, preferred that such procedures should be mandatory--a position with which superintendents did not agree. Finally, teachers were not overwhelmingly of the opinion that only an actual school shut-down constituted a strike. Over 40 percent felt any of the activities described constituted strike activity. Over 70 percent of the superintendents agreed with this expressed opinion.

As a final means of gathering pertinent data with regard to an Iowa law, the executive secretaries of the Iowa State Education Association, the Iowa Association of School Boards, and the Iowa Association of School Administrators, as well as a representative of the State Superintendent of Public Instruction, were interviewed to determine what their official positions were in regard to a law in general and in regard to some of the specific options previously explored in the study.

The interview format used was essentially the same for all interviewees. Each were given a brief overview of the study and its preliminary results. They were then asked to state the official position of their organization in regard to a collective bargaining law.

If they believed that any unique characteristics should be considered in drafting a law, they were asked to state them. Finally, the provisions of the composite law obtained from the literature search were read to them and they were asked to comment on any of the provisions they thought deserved special attention. Of course, any general comments were solicited at the conclusion of the interview. The interview technique used at this stage of the investigation was especially helpful since it allowed the researcher to clarify statements and positions immediately, and allowed the interviewee to expand on areas or concepts he thought

deserved particular attention.

David Bechtel[1], administrative assistant to the State Superintendent of Public Instruction, provided information relative to the department's position. The department, as a state agency, held no position regarding the desirability of a law of its content. If a statute were passed, however, particularly if it were a teachers-only statute, it was expected that the department would play a role in settling impasse situations through some type of arbitration or fact-finding. This would most likely be handled through the division of supervision. Bechtel commented that the continuing contract law would have to be changed to facilitate negotiation. He also expressed an opinion shared by the School Boards' Association and by the Association of School Administrators that the rift between teachers and boards was probably not yet as great in Iowa as in many other states.

Kenneth Wells[2], Iowa Education Association executive secretary, stated that his organization, which represented about 80 percent of Iowa's classroom teachers, strongly supported the passage of a statute. Like the

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[1]Bechtel, David, Des Moines, Iowa. Position of the Department of Public Instruction in regard to a collective bargaining statute. Private communication. 1972.

[2]Wells, Kenneth, Des Moines, Iowa. Position of the Iowa Education Association in regard to a collective bargaining statute. Private communication. 1972.

administrators' association and the school board association, the I.S.E.A. would prefer a separate law for teachers, but for different reasons. The I.S.E.A. envisions such a law providing a very broad scope of negotiation, including such issues as class size and curriculum. The other two organizations prefer a separate statute so that these areas of negotiation can be sharply limited. None the less the I.S.E.A. holds that political alliances will be required to pass a statute, and consequently the separate-statute concept is probably not practical. The I.S.E.A. also supports the idea of legal strikes in principle, but again feels this is an unrealistic position for political reasons. Wells observed that a large majority of small school presidents would not support a legal strike clause, a fact not borne out by this study.

Blythe Conn[1], executive secretary of the Iowa Association of School Boards, stated that the association had adopted a stance toward a negotiation law described as "non-negative." They were not actively seeking a statute, but were not necessarily opposed to a law and were willing to become involved in the drafting of a statute. As stated previously, they preferred a separate bill, primarily to

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[1]Conn, Blythe, Des Moines, Iowa. Position of the Iowa Association of School Boards in regard to a collective bargaining statute. Private communication. 1972.

strictly limit the scope of negotiations to wages, hours and conditions of employment. The I.A.S.B. position is that general areas of curriculum, materials and other educational questions should be discussed, but not negotiated. On the question of a separate bill and a limited scope of negotiation, it seems to be unyielding. As one would expect, the association is unequivocally opposed to legalizing the strike. Finally, the school boards' association believes that the present situation is not unsatisfactory in that fruitful discussions are in fact taking place. This view is shared by the Association of School Administrators, and is in contrast to the view held by the I.S.E.A.

The Iowa Association of School Administrators is opposed to the enactment of a statute providing for collective bargaining. However, if such a law is to be passed, the association expects to have some input concerning its structure. Boyd Shannon,[1] the executive secretary, indicated that except for this opposition to any sort of a law, the association's position in regard to its content is virtually the same as that of the I.A.S.B. Although the I.A.S.A. position of total opposition to a statute appears unrealistic considering the pressure developing nationwide for public

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[1]Shannon, Boyd, Boone, Iowa. Position of the Iowa Association of School Administrators in regard to a collective bargaining statute. Private communication. 1972.

employee bargaining rights, the fact remains that the positions of all of the organizations are quite rational as negotiation stances on this issue.

It is obvious from the data compiled that a statute can not be drafted which will satisfy all participants in every area. In particular, it must be recognized that any statute would be opposed by management (superintendents). This is borne out by the position of the administrators' association as well as by the questionnaire responses. If a statute is ultimately passed, the administrators prefer the weakest possible law in terms of requirements to negotiate, thus allowing them the greatest latitude in dealing with teachers. This, of course, is historically true in the development of collective bargaining laws and regulations in the private sector. At present boards have virtually complete license in dismissal and grievance settlement, as well as the establishment of salary scales and all conditions of employment. Any law however permissive would require the boards and administrators to relinquish at least some of these discretionary powers in dealing with teachers. This they are understandably reluctant to do. Many teachers, however, believe that a law is required to prevent arbitrary and capricious treatment of employees in relation to all of the negotiable areas mentioned.

In developing the following framework, it is postulated

that a statute is in fact desirable to provide a balanced relationship between employee and employer. Superintendents' opinions have been used where the issue under examination was not rejected at the outset. Where they have simply assumed a position of opposition to particular options, the precedent established by previous statutes in conjunction with the opinions of Iowa teachers has weighed heavily in drafting the framework.

Based on the preceding analysis of literature, data, opinions, and the positions of the four organizations reviewed, the following framework for a collective bargaining law is proposed.

1. The preponderance of opinion and evidence would support a teachers-only statute in contrast to an omnibus bill covering all public employees. At the very least, the bill should make some distinction between professional (teacher) and nonprofessional public employees.

2. The statute must, to be truly affective, require both parties involved in negotiations to negotiate in good faith and fix penalties or provide injunctive relief if parties refuse to do so. Any permissive type of law would allow either party to subvert or avoid true negotiation entirely.

3. A large majority of the 28 state statutes reviewed required good faith negotiations concerning wages, hours

and conditions of employment. This is one of the areas of greatest controversy between teachers and superintendents in Iowa. Teachers overwhelmingly support open-ended negotiation; superintendents want negotiation restricted to wages, hours and conditions of employment. Nationally the preponderance of evidence would support the latter position. A compromise acceptable to both sides might be the inclusion of a clause requiring discussion of curriculum, class size and other such areas, but not requiring their negotiation. It should also be noted that, historically, the scope of negotiations has expanded as negotiations mature in a particular industry. Such a situation may eventually develop in education, although some administrators would charge that this trend is simply an erosion of management prerogatives.

4. Employer recognition with election in cases of dispute is the recommended framework for the selection of the bargaining unit. There was not a great difference of opinion between superintendents and presidents concerning this issue. Teachers' presidents generally supported a third party election of some sort while superintendents felt the board could recognize the unit and submit to an election only in case of dispute. This is also the course selected by the largest single group of states which presently have statutes.

5. A provision for exclusive recognition of the bargaining unit is a must, in any negotiation framework. Teachers were less than unanimous in their support for this concept, but certainly any type of nonexclusive recognition arrangement would be unworkable from the standpoint of management. This is reflected in the opinions of superintendents. The requirement that all members of the unit support the organization (union shop) cannot be sustained by the evidence uncovered by this researcher. In addition, Iowa's traditional right to work stance would mean such a clause would not be politically feasible.

6. The weight of evidence and opinion supports the provision that negotiation procedures be specified, but compliance remain voluntary. A majority of existing state laws (17 of 28) specified no procedures for negotiation except reasonable meeting times. Iowa superintendents were in agreement with this stance, at least to the point of not requiring certain procedures. A majority of superintendents would accept voluntary procedures as was the case with the association presidents. The writer believes that historically such loose language has led to disputes and disagreements, and that many impasse situations could be avoided by specifying the date negotiations must begin and end, the composition of the bargaining team, the form of the contract and so on.

7. The data support the inclusion of a nonbinding mediation and/or arbitration and/or fact-finding clause for the settlement of impasse situations. The question of impasse settlement and the legality of the strike are clearly related. Over 75 percent of the presidents felt that binding arbitration should be required to settle impasses. Such a position flies in the face of convention when viewed in terms of the way state statutes have dealt with impasse situations. Only six of 28 laws called for binding arbitration. If in fact the strike is legal, it is speculated that binding arbitration would lose its attractiveness as an impasse settlement tool. Superintendents, of course, oppose binding arbitration, a position which is consistent with their over-all negotiation attitude. It is also held by some labor scholars that binding arbitration for impasse settlement subverts the basic give-and-take of collective bargaining, and removes the responsibility for compromise and settlement from the parties themselves and places it in the hands of an impartial disinterested outsider.

8. Until conclusive research data are available on how effectively states with legal strike statutes are able to maintain harmonious public-sector labor relations, the writer must conclude that a framework for a model law should contain anti-strike clauses. The strike is certainly the

most controversial issue in public sector collective bargaining. Only three of the 28 state statutes reviewed allowed for the use of the strike, and then certain conditions were specified such as the failure of other impasse settlement procedures and an elapsed period of time between the impasse and the actual strike. Superintendents oppose legalizing teacher strikes while teachers strongly favor it. The Iowa Education Association favors a legal strike provision but admits that it is not presently politically acceptable to most legislators.

All of this evidence would point toward outlawing the strike as a tool for impasse settlement in Iowa. It must be noted, however, that news reports indicate that there are nearly 115 teacher strikes in progress across the nation at the time of this writing; most are in states with either no negotiation law or an anti-strike law. Thus it appears that lack of a law or the presence of an anti-strike law does not prevent strikes. Most often injunctive relief is sought by boards in an attempt to stop strikes. Such injunctive action has had a long and sordid history in the development of labor relations law, and in the long run has proven quite ineffective. It should also be noted that the most recent bill introduced in the Iowa legislature did not outlaw the strike.

Two other areas deserve brief comment before leaving

the subject. The analysis of data provided by the questionnaire leads to the conclusion that association presidents and superintendents are not in agreement on the present state of negotiation in their district, nor do they agree on what constitutes a teacher strike.

The law (and, subsequently, the courts) may be of some assistance in defining exactly what constitutes a strike, and the statute should, based on this information, address itself to that issue.

Their disagreement on the present state of negotiations may indicate that presidents and superintendents do not have as amiable a "discussion" arrangement at present as the superintendents' association and the board members' association seem to believe. Perhaps a more realistic appraisal of the situation by superintendents would improve the chances of successful negotiations when and if a statute is passed.

Very simply, both sides must have more understanding of the other's points of view and some agreement on a basic frame of reference before any kind of compromise can be reached, and after all, this is the very essence of collective bargaining.

Recommendations for Further Research

1. The study could, of course, be replicated at a future date if a collective bargaining statute is not enacted soon. This would allow for an up-to-date analysis of existing statutes and teacher/superintendent opinion and would possibly result in an improved framework.

2. An analysis of the various state statutes could be undertaken to determine how effective they are in fostering harmonious relationships between the school administration and the teachers. One might also investigate the effectiveness of the various statutes in dealing with specific collective bargaining issues.

3. The effectiveness of anti-strike legislation deserves further research. Perhaps viable alternatives could be developed or specific guidelines for the use of the strike could be drawn. This critical area of public sector bargaining has not received the attention it deserves.

4. There is some dispute among labor scholars (7) as to whether or not union leaders do in fact speak for their constituents in matters of labor policy. It would be useful to study the degree to which presidents of associations do in fact express the actual opinions of their constituents, especially since it is customary for the president to serve only one year and to gain the presidency without campaigning on issues, and often without opposition.

5. When and if a statute is passed in Iowa, it would be desirable to conduct a follow-up study to determine how closely the law reflects the options provided under the model framework. In addition, it would be of interest to determine how presidents and superintendents react to the actual provisions of the law after its implementation, and to compare these opinions with the opinions contained in the present study.

BIBLIOGRAPHY

1. Alaska Laws, 1970, Sec. 23. 40.010-.030.

2. American Association of School Administrators. The school administrator and negotiation. Washington, D.C., author. 1969.

3. Andree, Robert G. Collective negotiations, a guide to school board-teacher relations. Lexington, Massachusetts, Health Lexington Books. 1970.

4. Atalski, Mitchell C. The status of anti-strike laws in public education. Dissertation Abstracts 31, No. 6: 2030A. 1970.

5. Barstow, Robbins Walcott, Jr. The effectiveness of guidelines without legislation in teacher-school board negotiations. Dissertation Abstracts 28, No. 9A: 3401. 1967.

6. Birdsell, Donald F. A study of the status of professional negotiations in selected schools in twelve midwestern states. Dissertation Abstracts 26, No. 10: 5802. 1965.

7. Bok, Derek C. and John T. Dunlop. Labor and the American community. New York, N.Y., Simon and Shuster. 1970.

8. Borger, Henry J., Jr. Collective negotiations as perceived by Iowa board members and superintendents. Unpublished Ph.D. thesis. Ames, Iowa, Library, Iowa State University. 1969.

9. Brooks, Karl F. A model for collective negotiations legislation for Utah. Unpublished Ph.D. thesis. Provo, Utah, Library, University of Utah. (Xerox copy 69-2008, Ann Arbor, Michigan, University Microfilms, Inc.) 1968.

10. Browning, Robert A. Collective bargaining in Massachusetts schools. Boston, Massachusetts, Denison Press, Inc. 1968.

11. California Educ. Code, Sec. 13080-13088, 1970.

12. Connecticut Gen. Stats. Ann. Supp. 1969, Sec. 10-153.

13. Davey, Harold W. Contemporary collective bargaining. Englewood Cliffs, New Jersey, Prentice-Hall. 1972.

14. Delaware, C. 298, 57 Laws of, 1969.

15. Doherty, Robert E. and Walter E. Oberer. Teachers, school boards and collective bargaining: a changing of the guard. Ithaca, N.Y. New York State School of Industrial and Labor Relations, a Statutory College of the State University, Cornell University. 1967.

16. Elam, Stanley M., Myron Lieberman and Michael Moskow. Readings on collective negotiations in public education. Chicago, Illinois, Rand McNally and Company. 1967.

17. Executive order 10988, 27 Fed. Reg. 551 (1962).

18. Executive order 11491, 34 Fed. Reg. 17605 (1969).

19. Federal Law, (Proposed) H.R. 1225, 92nd Congress, 1st Session 1971.

20. Florida, Sec 230.22, Ch. 65-239, 1965.

21. Gilroy, Thomas P., Anthony V. Sinicropi, Franklin D. Stone, and Theodore R. Urich. Educators guide to collective negotiations. Columbus, Ohio, Charles E. Merrill Publishing Co. 1969.

22. Gipson, James Albert. An analysis of existing state professional negotiations statutes with a proposal for a model law. Unpublished Ed.D. thesis. Little Rock, Arkansas, Library, University of Arkansas. (Microfilm Copy 70-171761. Ann Arbor, Michigan, University Microfilms, Inc.) 1970.

23. Guam, P. L. 9-240, 1968.

24. Hawaii, Act. 171, L. 1970.

25. Idaho, Session Laws, 1971, H.B. 209.

26. Iowa Law, (Proposed) H.F. 366, S.F. 52 (1971).

27. Iowa State Department of Public Instruction. Enrollment Data on Iowa Schools. Unpublished Xeroxed list. Des Moines, Iowa, State of Iowa. 1972.

28. Iowa State Department of Public Instruction. Iowa Educational Directory. Des Moines, Iowa, State of Iowa. 1971.

29. Iowa State Education Association. Unpublished Xeroxed list of teachers. Des Moines, Iowa, Iowa State Education Association. 1972.

30. Johnson, Eugene L. The role of the principal in collective negotiations as perceived by Iowa educators and board members. Unpublished Ph.D. thesis. Ames, Iowa, Library, Iowa State University. 1972.

31. Johnson, Ruby Perry. Oregon teacher salary consultation: an analysis and description of impasse procedures during the 1967-69 school years. Unpublished Ed.D. thesis. Eugene, Oregon, Library, University of Oregon. (Microfilm Copy 71-16819. Ann Arbor, Michigan, University Microfilms, Inc.) 1970.

32. Kansas Gen. Stats., 1970, Sec 72-5413, (1970 H.B. 1647, Sec. 1).

33. Kope, Lanny A. A statutory model for professional negotiations in the state of Arizona. Unpublished Ed.D. thesis. Tempe, Arizona, Library, Arizona State University. (Xerox Copy 71-24397. Ann Arbor, Michigan, University Microfilms, Inc.) 1971.

34. Lesher, Merle R. Grievance procedures for certified personnel in the public schools of Iowa. Unpublished Ph.D. thesis. Ames, Iowa, Library, Iowa State University. 1967.

35. Lieberman, Myron and Nichael H. Moskow. Collective negotiations for teachers: an approach to school administration. Chicago, Illinois, Rand McNally and Company. 1966.

36. Maine, Sec. 961-971 of Tit. 26, Rev. Stat. Ann. 1970.

37. Maryland Code Ann. Article 77, Sec. 175, 1970.

38. Massachusetts General Laws Ann., C. 149, Sec 178 G-N, 1969.

39. McFarlin, Rodney Hardy. Major legal aspects of strikes by teachers as public employees in the United States of America. Unpublished Ph.D. thesis. Kent, Ohio, Library, Kent State University. (Microfilm Copy 71-18605. Ann Arbor, Michigan, University Microfilms, Inc.) 1970.

40. Michigan Stat. Ann., Sec. 17: 455, 1968.

41. Miller, William C. and David N. Newbury. Teacher negotiations, a guide for bargaining teams. West Nyack, N.Y., Parker Publishing Company Inc. 1970.

42. Minnesota Stat. Ann., Sec. 125. 19-26, Supp. 1969.

43. Montana, Section 1-14, c. 424, Montana Session Laws 1971.

44. Moskow, Michael H., Joseph J. Loewenberg and Edward Clifford Kojiara. Collective bargaining in public employment. New York, N.Y., Random House. 1970.

45. Nebraska Laws, 1967, Sec. 79-1287-79-1296.

46. Netusil, Anton J. Influences of Iowa school district characteristics on salary increases for administrators and teachers. Unpublished Ph.D. thesis. Ames, Iowa, Library, Iowa State University. 1967.

47. Nevada, 1969 Stats. 650.

48. New Hampshire Revised Stats. Ann., 31: 3.

49. New Jersey Stats. Ann., Sec 34: 1314-1-11, (1965) Amend. Supp. 1969.

50. New York Civil Service Law Sec. 200-212, (1969) Amend. c. 24 391.

51. North Dakota, Sec. 15-38.1-01 to 15-38.1-15, Century Code of 1969.

52. O'Hare, Marvin G. Collective negotiations as perceived by Iowa teachers and superintendents. Unpublished Ph.D. thesis. Ames, Iowa, Library, Iowa State University. 1969.

53. Oregon, Sec. 342.450-.470, Oregon Revised Stats. 1969.

54. Pennsylvania Act of Oct. 1970, P.L. 195.

55. Perry, Charles R. and Wesley A. Wildman. The impact of negotiations in public education: the evidence from the schools. Worthington, Ohio, Charles A. Jones Publishing Company. 1970.

56. Popham, James W. Educational statistics, use and interpretation. New York, N.Y., Harper and Row, Publishers. 1967.

57. Rhode Island General Laws, 1969 Sec. 28-9.3.

58. Rogers, William John. Case study of the North Dearborn Heights teachers' strike. Dissertation Abstracts 30, No. 1A: 113. 1968.

59. Rudolph, Wayne Alan. An investigation of the present status of school board-teacher negotiations in the state of Iowa. Dissertation Abstracts 29, No. 11A: 3316. 1968.

60. Sinicropi, Anthony V. An investigation of the attitudes of teachers, board members, and superintendents regarding collective negotiation legislation in Iowa. Unpublished Ph.D. thesis. Iowa City, Iowa, Library, University of Iowa. (Xerox Copy 69-8812. Ann Arbor, Michigan, University Microfilms, Inc.) 1968.

61. Smith, Russell A., Leroy S. Merrifield and Theodore J. St.Antoine. Labor relations law and case materials. New York, N.Y., The Bobbs-Merrill Company, Inc. 1968.

62. Smith, Russell A., Leroy S. Merrifield and Theodore J. St.Antoine. Labor relations law and case materials 1971 cumulative supplement. New York, N.Y., The Bobbs-Merrill Company, Inc. 1971.

63. Smith, Russell a., Leroy S. Merrifield and Theodore J. St.Antoine. Labor relations law and case materials, statutory appendix. New York, N.Y., The Bobbs-Merrill Company, Inc. 1971.

64. South Dakota Code, c. 88, 1969.

65. Stinnett, T. M. Turmoil in teaching: a history of the organizational struggle for America's teachers. New York, N.Y., The Macmillan Company. 1968.

66. Stinnett, T. M., Jack H. Kleinmann, and Martha L. Ware. Professional negotiation in public education. New York, N.Y., The Macmillan Company. 1966.

67. Texas Civ. Stat. Ann. (Vernon 1967) c. 22, Art. 2781a.

68. Thornton, Robert J. Collective negotiations for teachers: history and economic effects. Unpublished Ph.D. thesis. Champaign, Illinois, Library, University of Illinois. (Microfilm Copy 71-5260. Ann Arbor, Michigan, University Microfilms, Inc.) 1970.

69. Vermont Stats. 47, Sec. 1981-2010, 1969.

70. Von Zwall, James A. School personnel administration. New York, N.Y., Appleton-Century-Crofts. 1964.

71. Washington Rev. Code Ann. Sec. 28.72.010-.070, Supp. 1969.

72. Wert, James E., Charles O. Neidt, and J. Stanley Ahmann. Statistical methods in educational and psychological research. New York, N.Y., Appleton-Century-Crofts. 1954.

73. Wisconsin, Laws of 1961 c. 663.

APPENDIX A

April 24, 1972

Dear Fellow Teacher:

As you well know, teachers are rapidly moving toward a more organized and formalized relationship with the school administration and the board. Over half of the states have made some sort of legal provision for teachers to negotiate with school boards. Whether or not we agree with this trend, it appears inevitable that some sort of teacher negotiation statute will be passed by our legislature, perhaps as soon as next session.

In an attempt to determine how administrators and teachers in Iowa feel about professional negotiations and its implications, I have, with the assistance of Dr. Richard Manatt of Iowa State University, prepared the enclosed questionnaire.

The data provided by you, as well as data obtained from all existing laws, will be used to formulate a model law for Iowa. The findings will also be made available to legislators in the hope that they will consider them, if and when they choose to draft such a statute for Iowa.

The questionnaire will take only a few minutes of your time, and your response is vital to the successful completion of the project. Please complete and return it in the enclosed stamped and addressed envelope.

Your responses will be completely confidential and neither you or your district will be identified in any way.

I appreciate very much your cooperation.

Respectfully,

Kenneth F. Palmer
Boone Community School District

Richard P. Manatt
Dr. Richard P. Manatt
Assoc. Prof. Education Administration
Iowa State University

May 12, 1972

You may recall receiving a copy of the enclosed questionnaire, concerning teacher negotiation, a short time ago.

I have not, as yet, received your response and I would like to ask you to take just a few minutes of your time to check the items and return the questionnaire in the envelope provided.

Since it is financially impossible for me to contact all school districts, I am attempting to gather opinions from school administrators and teachers from a sample of schools based on school size and location. Fifteen schools or less are represented in each of the five samples. Consequently, if I do not receive responses from each district, it is impossible to accurately present the opinions of teachers and administrators in schools of that particular size.

I have received a great deal of encouragement so far from respondents concerning the project. There seems to be little doubt that teachers and administrators are vitally interested in teacher collective bargaining in Iowa. I am sure the results of the study will prove useful to teachers, administrators and legislatures.

It is, of course, an extremely busy time of year for school people, but I can assure you that the few minutes required to complete the questionnaire will be well worth while.

Thank you in advance for your cooperation.

Sincerely,

Kenneth F. Palmer
Boone Community School District

QUESTIONNAIRE FOR SUPERINTENDENTS

Where only a check is required, mark only ONE choice.

1. Age
   _____ 22 to 31 years old
   _____ 32 to 41 years old
   _____ 42 to 51 years old
   _____ 52 to 61 years old
   _____ Over 62

2. Sex
   _____ Male
   _____ Female

3. Number of years in present school system
   _____ 1 to 4 years
   _____ 5 to 9 years
   _____ 10 to 14 years
   _____ 15 to 19 years
   _____ Over 20 years

4. Total number of years in teaching or administration
   _____ 1 to 4 years
   _____ 5 to 9 years
   _____ 10 to 14 years
   _____ 15 to 19 years
   _____ Over 20 years

5. Total number of years in administration
   _____ 1 to 4 years
   _____ 5 to 9 years
   _____ 10 to 14 years
   _____ 15 to 19 years
   _____ Over 20 years

6. Formal Education
   _____ Less than a Bachelor's Degree
   _____ Bachelor's Degree, but less than a Master's
   _____ Master's Degree, but less than a Doctoral Degree
   _____ Doctoral Degree or more

7. Please note the approximate percentage of teachers in your district in each of the following categories.
   _____ Less than a Bachelor's Degree
   _____ A Bachelor's Degree, but less than a Master's
   _____ A Master's Degree, but less than a Doctoral Degree
   _____ Doctoral Degree or more

8. What is the approximate average age of teachers in your district?
   _____ 24 to 30 years old
   _____ 31 to 37 years old
   _____ 38 to 44 years old
   _____ 45 to 51 years old
   _____ 52 to 57 years old

9. Approximately what percentage of your teachers are female?

   _____

10. What is the approximate average number of years of teaching experience of your teaching staff?
   _____ 1 to 4 years
   _____ 5 to 9 years
   _____ 10 to 14 years
   _____ 15 to 19 years
   _____ Over 20 years

11. Which of the following best characterizes the state of professional negotiations in your district?
   _____ Salaries and working conditions are unilaterally set by the board and administration without consulting with the teachers.
   _____ The superintendent consults with the teachers and makes recommendations to the board. The board then sets salaries.
   _____ The board meets with teachers and/or their representatives, and after hearing their views sets teacher salaries and working conditions.
   _____ The board meets and discusses with teachers and/or their representatives a group of proposals prepared by the teachers and counter-proposals made by the board. The board then sets the salaries based on these discussions.
   _____ Actual bargaining takes place between teachers and /or their representatives and the board and/or its representative. An agreement is arrived at after mutual give-and-take negotiations.
   _____ Actual bargaining takes place as in the previous choice. The agreement is then reduced to actual contract form and is signed by representatives of both parties.

12. Do you feel there is a need for a collective bargaining law for teachers in Iowa?
   _____ Yes
   _____ No
   _____ No opinion

Even though you may totally disagree with the concept of teachers negotiating with school boards or the concept of a professional negotiations law, please assume for the following questions that a bargaining law will soon be passed by the legislature, and answer accordingly.

Mark only one choice per question.

1. Who should be included?
   _____ All public employees
   _____ All school employees
   _____ Teachers only
   _____ All certified staff except superintendents

2. To what degree should negotiation be required?
   _____ The law should allow, but not require, the board to meet with the teachers.
   _____ The law should require the board to meet and discuss wages and other conditions of employment with the teachers or their representatives.
   _____ The law should require the board to negotiate with teachers concerning wages and conditions of employment.
   _____ The law should require the board to negotiate in good faith with teachers and fix penalties for failure to do so.

3. What areas of concern to teachers do you feel should be negotiable?
   _____ All areas including curriculum, class size, etc.
   _____ Only wages, hours, and conditions of employment
   _____ Only wages and other monitory and fringe benefits
   _____ Wages only

4. How do you feel the bargaining unit (the organization representing the teachers in negotiation) should be selected?
   _____ The board should simply recognize the organization it feels represents the teachers.
   _____ The same as the previous choice, but in cases of dispute, an election should be held.
   _____ The board should hold an election to see what group represents most of the teachers.
   _____ The teachers should hold an election.
   _____ An impartial third party should conduct an election.

5. What kind of recognition should be accorded to the teachers' organization selected for bargaining?
   _____ It should be the exclusive negotiating agent for all of the teachers, regardless of whether or not they are members.
   _____ Recognition should be proportional among organizations according to membership.
   _____ No exclusive recognition should be accorded to any group. Anyone should be allowed to negotiate with the board.
   _____ Exclusive recognition should be given to the majority organization and all teachers should then be required to contribute to its support.

6. How detailed do you feel the law should be in terms of spelling out exactly how negotiations should be conducted?

_____ There should be no mention of procedures. It should be entirely the responsibility of each school district and teachers' group.

_____ Procedures should be included in the law, but should not be mandatory. (Included would be such things as the date negotiations are to begin and end, the composition of the negotiating teams, the form of the contract, etc.)

_____ Procedures should be included in the law and they should be mandatory.

7. In reference to item 6 above, how do you feel the law should address itself to impasse situations. These are situations in which one or both parties believe continued negotiations are futile and negotiations are broken off.

_____ No provisions should be included.

_____ Non-binding arbitration, fact-finding or mediation should be specified.

_____ Binding arbitration should be specified.

8. How do you feel the law should deal with the question of teacher strikes?

_____ It should not mention them.

_____ They should be declared illegal.

_____ They should be legal.

_____ They should be legal under specific circumstances.
(Such circumstances may be:
The failure of all impasse resolving procedures
A time lapse between the break-down of negotiations and the strike
A legal limit on the length of the strike)

9. How would you define a teachers' strike?

_____ The teachers refuse to perform certain duties (extra-curricular supervisory duties, or curriculum work)

_____ The teachers initiate a work slow-down. (They arrive late or only "baby sit" with the students, etc.)

_____ The teachers picket during free periods during the regular school day.

_____ Teachers actually stay off the job.

_____ All of the above.

10. Please note below any pertinent comments you may have concerning professional negotiations for teachers in Iowa. Do you feel areas other than those mentioned above should be included in a state statute?

QUESTIONNAIRE FOR TEACHERS

Where only a check is required, mark only ONE choice.

1. Age
   _____ 22 to 31 years old
   _____ 32 to 41 years old
   _____ 42 to 51 years old
   _____ 52 to 61 years old
   _____ Over 62

2. Sex
   _____ Male
   _____ Female

3. Number of years in present school system
   _____ 1 to 4 years
   _____ 5 to 9 years
   _____ 10 to 14 years
   _____ 15 to 19 years
   _____ Over 20 years

4. Total number of years in teaching or administration
   _____ 1 to 4 years
   _____ 5 to 9 years
   _____ 10 to 14 years
   _____ 15 to 19 years
   _____ Over 20 years

5. Total number of years in teaching
   _____ 1 to 4 years
   _____ 5 to 9 years
   _____ 10 to 14 years
   _____ 15 to 19 years
   _____ Over 20 years

6. Formal Education
   _____ Less than a Bachelor's Degree
   _____ Bachelor's Degree, but less than a Master's
   _____ Master's Degree, but less than a Doctoral Degree
   _____ Doctoral Degree or more

7. Present position in system
   _____ Superintendent
   _____ Secondary principal or vice-principal
   _____ Elementary principal or vice-principal
   _____ Secondary classroom teacher
   _____ Elementary classroom teacher
   _____ Counselor or other support staff person

8. Is your teachers' organization affiliated with any state-wide organization?
   _____ No - local only
   _____ Affiliated with I. S. E. A. /N. E. A.
   _____ Affiliated with the A. F. T.
   _____ Other (Please specify) _____

9. Approximately what percentage of the teachers in your district belong to your organization?

   _____

10. Which of the following best characterizes the state of professional negotiations in your district?
   _____ Salaries and working conditions are unilaterally set by the board and administration without consulting with the teachers.
   _____ The superintendent consults with the teachers and makes recommendations to the board. The board then sets salaries..
   _____ The board meets with teachers and/or their representatives, and after hearing their views sets teacher salaries and working conditions.
   _____ The board meets and discusses with teachers and/or their representatives a group of proposals prepared by the teachers and counter-proposals made by the board. The board then sets the salaries based on these discussions.
   _____ Actual bargaining takes place between teachers and/or their representatives and the board and/or its representative. An agreement is arrived at after mutual give-and-take negotiations.
   _____ Actual bargaining takes place as in the previous choice. The agreement is then reduced to actual contract form and is signed by representatives of both parties.

11. Do you feel there is a need for a collective bargaining law for teachers in Iowa?
   _____ Yes
   _____ No
   _____ No opinion

Even though you may totally disagree with the concept of teachers negotiating with school boards or the concept of a professional negotiations law, please assume for the following questions that a bargaining law will soon be passed by the legislature, and answer accordingly.

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_____ The teachers picket during free periods during the regular school day.

_____ Teachers actually stay off the job.

_____ All of the above.

10. Please note below any pertinent comments you may have concerning professional negotiations for teachers in Iowa. Do you feel areas other than those mentioned above should be included in a state statute?

APPENDIX B

Table B1. Question 1: Age of association presidents

Number	Age
25	22 to 31 years
21	32 to 41 years
16	42 to 51 years
2	52 to 61 years
1	over 62
Total 65	

Table B2. Question 4: Total number of years in teaching or administration (superintendents)

Number	Response Category
1	1 to 4 years
0	5 to 9 years
9	10 to 14 years
53	15 to 19 years
53	over 20 years
Total 73	

Table B3. Question 4: Total number of years in teaching or administration (association presidents)

Number	Response Category
5	1 to 4 years
25	5 to 9 years
19	10 to 14 years
6	15 to 19 years
10	over 20 years
Total 65	

Table B4. Question 5: Total number of years in administration (superintendents)

	Number	Response Category
	3	1 to 4 years
	10	5 to 9 years
	13	10 to 14 years
	19	15 to 19 years
	28	over 20 years
Total	73	

Table B5. Question 5: Total number of years in teaching (association presidents)

	Number	Response Category
	5	1 to 4 years
	25	5 to 9 years
	19	10 to 14 years
	6	15 to 19 years
	10	over 20 years
Total	65	

Table B6. Question 9: Approximately what percentage of the teachers in your district belong to your organization?

	Number	Response Category
	31	90 to 100 percent
	20	80 to 89 percent
	6	70 to 79 percent
	8	69 percent or below
Total	65	

Table B7. Question 8: What is the approximate average age of teachers in your district?

Number	Response Category
0	24 to 30 years
36	31 to 37 years
26	38 to 44 years
1	45 to 51 years
0	52 to 57 years
Total[a] 63	

[a]Responses to question 8, and questions 9 and 10 that follow, were obtained from superintendent questionnaires and then matched by district with president responses. It was possible to match the responses in only 63 districts.

Table B8. Question 9: Approximately what percentage of your teachers are female? (superintendents' questionnaire)

Number	Response Category
18	70 percent or more
23	60 to 69 percent
22	59 percent or less
Total 63	

Table B9. Question 10: What is the approximate average number of years of teaching experience of your teaching staff? (superintendents' questionnaire)

Number	Response Category
0	1 to 4 years
20	5 to 9 years
36	10 to 14 years
7	15 to 19 years
0	over 20 years
Total 63	