

1976

Collective bargaining, school district expenditures and fringe benefits in selected Iowa school districts

Harold Gary Keplinger
Iowa State University

Follow this and additional works at: <https://lib.dr.iastate.edu/rtd>

 Part of the [Educational Administration and Supervision Commons](#)

Recommended Citation

Keplinger, Harold Gary, "Collective bargaining, school district expenditures and fringe benefits in selected Iowa school districts " (1976). *Retrospective Theses and Dissertations*. 5681.
<https://lib.dr.iastate.edu/rtd/5681>

This Dissertation is brought to you for free and open access by the Iowa State University Capstones, Theses and Dissertations at Iowa State University Digital Repository. It has been accepted for inclusion in Retrospective Theses and Dissertations by an authorized administrator of Iowa State University Digital Repository. For more information, please contact digirep@iastate.edu.

INFORMATION TO USERS

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

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

1. The sign or "target" for pages apparently lacking from the document photographed is "Missing Page(s)". If it was possible to obtain the missing page(s) or section, they are spliced into the film along with adjacent pages. This may have necessitated cutting thru an image and duplicating adjacent pages to insure you complete continuity.
2. When an image on the film is obliterated with a large round black mark, it is an indication that the photographer suspected that the copy may have moved during exposure and thus cause a blurred image. You will find a good image of the page in the adjacent frame.
3. When a map, drawing or chart, etc., was part of the material being photographed the photographer followed a definite method in "sectioning" the material. It is customary to begin photoing at the upper left hand corner of a large sheet and to continue photoing from left to right in equal sections with a small overlap. If necessary, sectioning is continued again — beginning below the first row and continuing on until complete.
4. The majority of users indicate that the textual content is of greatest value, however, a somewhat higher quality reproduction could be made from "photographs" if essential to the understanding of the dissertation. Silver prints of "photographs" may be ordered at additional charge by writing the Order Department, giving the catalog number, title, author and specific pages you wish reproduced.
5. PLEASE NOTE: Some pages may have indistinct print. Filmed as received.

Xerox University Microfilms

300 North Zeeb Road
Ann Arbor, Michigan 48106

77-1456

KEPLINGER, Harold Gary, 1943-
COLLECTIVE BARGAINING, SCHOOL DISTRICT
EXPENDITURES AND FRINGE BENEFITS IN SELECTED
IOWA SCHOOL DISTRICTS.

Iowa State University, Ph.D., 1976
Education, administration

Xerox University Microfilms, Ann Arbor, Michigan 48106

Collective bargaining, school district expenditures
and fringe benefits in selected Iowa school districts

by

Harold Gary Keplinger

A Dissertation Submitted to the
Graduate Faculty in Partial Fulfillment of
The Requirements for the Degree of
DOCTOR OF PHILOSOPHY

Department: Professional Studies
Major: Education
(Educational Administration)

Approved:

Signature was redacted for privacy.

In Charge of Major Work

Signature was redacted for privacy.

For the Major Department

Signature was redacted for privacy.

For the Graduate College

Iowa State University
Ames, Iowa

1976

TABLE OF CONTENTS

	Page
STATEMENT OF THE PROBLEM	1
Introduction	1
The Problem	2
Questions	3
Hypotheses	4
Terminology	5
American Federation of Teachers	5
Arbitration	5
Arbitrator	5
Collective bargaining	5
Contract	5
Demands	6
Exclusive representation	6
Expenditures	6
Fact-finding	6
Fringe benefits	6
Good faith	7
Impasse	7
Key districts	7
Labor	7
Level I - IV agreements	7
Management	7
Mediation	8
National Education Association	8
Negotiations	8
Nonsalary items	8
Principal	8
Professional negotiations	8
Professional negotiator	9
Strike	9
Superintendent	9
Supervisor	9
Teacher	9
Teacher salary and salary-related items	9
Delimitations	9
Sources of Data	10

	Page
REVIEW OF LITERATURE	13
Brief History of Collective Bargaining	13
Collective Bargaining: The Process	16
Private Sector Bargaining	19
Collective Bargaining: Financial Implications	20
Financial Implications Beyond the Negotiated Agreement	25
Summary	26
METHODS AND PROCEDURES	28
Introduction	28
Selection of the Population	28
Selection of negotiating districts	28
Selection of nonnegotiating districts	28
Development of the Instrument	29
Administering the Instrument	29
Treatment of the Data	30
Data on general fund expenditures and fringe benefits	30
FINDINGS	32
Salary Increases and Collective Bargaining	32
Sources of Funds for Salary Raises	35
Nonsalary expenditures and bargaining	35
Nonsalary expenses and salary expenses	35
Costs of Training	41
Costs During the Collective Bargaining Process	44
Time Spent by the School Administrator in Training and Planning for Negotiations	47

	Page
Time Spent by the Administration and/or Board in Actual Negotiations	48
Fringe Benefits and the Total Budget	49
SUMMARY, CONCLUSIONS AND RECOMMENDATIONS	55
Summary	55
Conclusions	60
Basic conclusion	61
Discussion	62
District expenditures	62
Related research	62
Opinions	63
Training	63
Special negotiators	64
Time	64
Reasons for no relationship	64
Limitations	65
Recommendations	66
Recommendations for further research	66
Recommendations for practice	67-68
BIBLIOGRAPHY	69
ACKNOWLEDGMENTS	77
APPENDIX	78

LIST OF TABLES

	Page
Table 1. Districts included in the investigation	11
Table 2. Differences in salary levels, negotiating vs. nonnegotiating districts 1969-70 school year	22
Table 3. Teacher salaries per FTE: 1974-75 expenditures	31
Table 4. Teacher salaries per FTE: 1974-75 expenditures	33
Table 5. Teacher salaries per ADM: 1974-75 expenditures	33
Table 6. Did teachers receive greater salaries as a result of negotiations? Opinions of superintendents and the respective negotiations chairmen	34
Table 7. Instructional supplies per FTE: 1974-75 expenditures	36
Table 8. Instructional supplies per ADM: 1974-75 expenditures	36
Table 9. Other costs per FTE: 1974-75 expenditures	37
Table 10. Other costs per ADM: 1974-75 expenditures	37
Table 11. Percent increases in teacher salaries and instructional supplies per FTE, 1973-74 to 1974-75 in districts with collective bargaining	39
Table 12. Percent increases in teacher salaries and instructional supplies per ADM, 1973-74 to 1974-75 in districts with collective bargaining	39
Table 13. Percent increases in teacher salaries and other costs per FTE, 1973-74 to 1974-75 in districts with collective bargaining	40
Table 14. Percent increases in teacher salaries and other costs per ADM, 1973-74 to 1974-75 in districts with collective bargaining	40

	Page
Table 15. Percent increases in teacher salaries and instructional supplies per FTE 1973-74 to 1974-75 in districts without collective bargaining	42
Table 16. Percent increases in teacher salaries and instructional supplies per ADM, 1973-74 to 1974-75 in districts without collective bargaining	42
Table 17. Percent increases in teacher salaries and other costs per FTE, 1973-74 to 1974-75 in districts without collective bargaining	43
Table 18. Percent increases in teacher salaries and other costs per ADM, 1973-74 to 1974-75 in districts without collective bargaining	43
Table 19. Costs of training for negotiations	44
Table 20. Chief negotiator in 1975-76 school year	45
Table 21. Superintendents' opinions on the value of hiring a district negotiator	46
Table 22. Use and expenses of consultants, fact-finders and arbitrators for 1975 76 contract	46
Table 23. Hours spent by superintendents in training and preparation for negotiations for 1974-75	47
Table 24. Hours spent by superintendents in training and preparation for negotiations for 1975-76	48
Table 25. Hours spent negotiating in 1974-75	49
Table 26. Have fringe benefits for teachers increased more under collective bargaining than they would have in the absence of bargaining: Opinions of superintendents and respective negotiations chairmen?	50
Table 27. Personal leave (PL)	51
Table 28. Sick leave (SL) greater than state minimum requirements	52

	Page
Table 29. Maternity leave (ML): Separate or as sick leave	52
Table 30. Sabbatical leave (SaL)	52
Table 31. Bereavement leave (BL)	53
Table 32. Professional leave (PrL)	53
Table 33. Health insurance (HI) greater than coverage of employee only	53
Table 34. Life insurance (LI)	54
Table 35. Disability insurance (DI)	54
Table 36. Liability insurance (LI)	54

STATEMENT OF THE PROBLEM

Introduction

State collective bargaining laws for the public sector which include teachers have become more and more prevalent. Before 1965 only one state had a collective bargaining law which included teachers (30, p. 16). By 1973, 26 states had passed legislation giving teachers the right to negotiate with the local boards of education (30, p. 16). In other states, teachers and/or teacher organizations have been actively pursuing such legislation.

Iowa passed a collective bargaining law for public employees in 1974 (Appendix). Prior to that time, several Iowa districts had been negotiating under written professional negotiation agreements. The Iowa State Education Association indicated that "beginning in the 1973-74 school year, there are 38 known local negotiation policies in the state of Iowa. They date as far back as 1964" (66, p. 1). These agreements were categorized into levels I through IV. Districts operating under a level III or level IV agreement had a policy which included impasse procedures--a major point in the Iowa collective bargaining law.

Various aspects of negotiations were open to study. For example, Johnson (41) and Mallas (50) carefully researched the role of the administrator in negotiations in the state of Iowa. However, the relationship between collective bargaining and Iowa school district expenditures had not been formally explored.

The Problem

Organized collective bargaining in the public schools was first introduced into law in the state of Wisconsin in 1959. With the advent of public sector collective bargaining laws, local districts were forced to negotiate items relating to wages, hours and working conditions with the recognized teacher bargaining group (upon the request of the group). Miller and Neubury noted (55, p. 72):

Sizeable increases have resulted from more militant teacher attitudes. Hard bargaining and the threat of strikes in one state has averaged pay increases 10 to 20 percent higher than teachers would otherwise have received. Ultimate contractual settlements ranged from no increase to as much as a 60 percent increase in teacher compensations. In the years before bargaining the increase averaged 3 percent. In the first two years of negotiating the increase was three times as large.

Quinn stated that in Michigan teacher salaries increased substantially when collective bargaining legislation was enacted.¹ However, neither Miller and Neubury nor Quinn furnished statistical evidence to establish that collective bargaining was indeed a cause of greater salaries.

From 1967 to 1974, school district budgeted expenditures² in Iowa increased 79 percent (8, 14). Average beginning teacher salaries increased 36.9 percent during the same period, while the consumer price

¹Mr. Quinn is vice-president of the Management Education Center, Incorporated. This is a professional negotiating firm for "management" in Michigan and other midwestern states. This statement was made during a management workshop in Marshalltown, Iowa, March 20, 1973.

²1974-75 figures were estimates, based on certified budgets. Iowa law provided for "carrying over" unspent dollars to be applied to the next year's budget. Thus actual expenditures for Iowa school districts were somewhat less.

index increased 33.1 percent. Except for those at the top of the schedule, a teacher on a four percent salary schedule with a base salary equivalent to the state average would have had a salary increase of at least 57 percent. Additional fringe benefits such as personal leave, were added in various districts within the state.

What role, if any, did collective bargaining play in these increases? To answer this question, more research was needed. This need for more information on the relationship between collective bargaining and school expenditures prompted the following questions:

Questions

1. "Have teacher organizations been able to secure larger salary increases through collective bargaining than would have been forthcoming in the absence of bargaining?" (64, p. 137)
2. "If they have, at whose expense did the increases come?" (64, p. 137)
3. Were nonsalary-related expenditures increased proportionately with salary-related expenditures?
4. What were the costs of training for negotiations?
5. What were the costs to the districts during the collective bargaining process?
6. How much time did the school administration spend in training and planning for negotiations?
7. How much time was involved for the administration and/or board of education in the actual negotiation process?
8. How have fringe benefits affected the total budget?

- a. What fringe benefits were added since negotiations began?
- b. How do these fringe benefits compare to fringe benefits in non-negotiating districts?

Questions one through three led to the following hypotheses:

Hypotheses

1. There is no significant difference between expenditures for teacher salaries (and salary-related items) by districts with collective bargaining and by districts without collective bargaining.
2. There is no significant difference between expenditures for non-salary-related items by districts with collective bargaining and by districts without collective bargaining.
3. Expenditures for nonsalary-related items neither increased nor decreased at a disproportionate rate to expenditures for teacher salaries and salary-related items in districts operating under collective bargaining.
4. Expenditures for nonsalary-related items neither increased nor decreased at a disproportionate rate to expenditures for teacher salaries and salary-related items in districts not operating under collective bargaining.

Question 8b led to the following hypotheses:

5. There is no significant difference between fringe benefits offered by districts with collective bargaining and by districts without collective bargaining.

Terminology

American Federation of Teachers

Commonly referred to as AFT, this is a "union of classroom teachers affiliated with the American Federation of Labor and the Congress of Industrial Organizations" (28, p. 49). Most of the AFT strength lies in large bargaining units in large cities.

Arbitration

"If the two sides cannot settle a dispute by negotiation and mediation, many trade agreements provide for arbitration. In arbitration both sides agree beforehand to accept the decision of the person or persons they have mutually chosen to settle the dispute" (79, p. 426).

Arbitrator

Impartial person(s) chosen by the disputing parties to settle the dispute (see arbitration).

Collective bargaining

"Method whereby representatives of the employees and employer determine the conditions of employment through direct negotiations, normally resulting in a written agreement or contract setting forth the wages, hours, and other conditions to be observed for the duration of the agreement" (28, p. 50).

Contract

"A written agreement, generally of specified duration, arrived at as a result of negotiation between an employer and employees. The

contract sets forth the conditions of employment (wages, hours, fringe benefits, etc.) and the procedure to be used in settling differences that may arise during the term of the contract (grievance procedure)" (28, p. 51).

Demands

Proposals, offers, stipulations, or issues which are presented by either the employer or the employees' organization for negotiation.

Exclusive representation

"Representation by one employee organization designated as the sole agent for negotiations with the employer" (28, p. 51). Especially applicable where two organizations exist, such as the AFT and the NEA.

Expenditures

For the purpose of this study, expenditures will refer to all expenditures except capital debt service and retirement of capital debt.

Fact-finding

"Investigation of an employer-employee dispute by a board or panel . . ." (28, p. 51). Fact-finding boards issue reports which describe the issues in the dispute and frequently make recommendations for their solution.

Fringe benefits

Supplemental benefits in addition to the regular salary, such as insurance, retirement plans, travel pay, and noncompensatory items such as personal leave and sick leave.

Good faith

Term implying that both parties honestly and sincerely attempt to reach an agreement.

Impasse

"A deadlock in the negotiating process where there is no meeting of minds. Neither side will make further modification of its position. Usually indicated by a breakdown in the bargaining process where discussions cease and strikes or withdrawal of services occur" (28, p. 52).

Key districts

Those districts which normally provide leadership in setting salary trends.

Labor

Term applied to the employees.

Level I - IV agreements

Iowa State Education Association categorization of negotiation agreements in Iowa. For the purpose of this study, only districts with Level III or IV agreements have been included. These are agreements containing formal impasse procedures.

Management

"Term applied to the employer and his representatives who are responsible for the administration and direction of an enterprise" (28, p. 52). In schools this would include superintendents, other central office administrators, principals, and assistant principals. "Department heads, athletic directors, and other such positions may be listed

as either management or labor depending on state laws, local policies or the job descriptions."¹

Mediation

". . . the aid of a neutral party toward settling a dispute . . . acceptance of mediation is voluntary" (79, p. 426).

National Education Association

Commonly referred to as NEA, this is the largest educational organization in the nation. It has great strength at state and local levels as well as at the national level.

Negotiations

The collective bargaining process.

Nonsalary items

For the purposes of this study nonsalary items will refer to those expenditures (see definition of expenditures--page 6) which are not directly related to wages or fringe benefits requiring additional financial outlay.

Principal

The administrative head of a particular school.

Professional negotiations

Term preferred by the NEA, but with the same meaning as the union term "collective bargaining".

¹Paul Hershey, Iowa Association of Secondary School Principal Spring Meeting, 1974.

Professional negotiator

Person who negotiates for either employee or employer as a profession. This person may negotiate solely for one district or organization or for several.

Strike

Employee work stoppage. Used to pressure concessions from the employer.

Superintendent

School district's chief administrator.

Supervisor

School employee who directs other school employees. May or may not be management in the management/labor relationship.

Teacher

"A school employee who spends all or part of the time in the classroom and who is in direct contact with students in promoting the learning process" (28, p. 54).

Teacher salary and salary-related items

Teachers' wages and those fringe benefits which require financial outlay.

Delimitations

This study encompassed an analysis of expenditures and fringe benefits of selected Iowa public school districts which utilized a collective bargaining agreement and those which did not. The expenditures were

grouped into teacher salary-related expenditures and nonsalary-related expenditures.

By use of a questionnaire, district expenditures and administrative time consumed in preparation for negotiations and in the collective bargaining process were also studied.

All districts in Iowa operating under a level III or IV negotiation agreement at the beginning of the 1973-74 school year were included in the study. Comparable nonnegotiating districts were selected, as much as possible, by utilizing enrollment figures and socioeconomic status of the community. Assessed valuation per student was also considered.

Sources of Data

Data to be analyzed were collected, at the state level, from the Department of Public Instruction and, at the local level, from superintendents of the selected districts via a questionnaire.

School districts in each enrollment category were selected on a set-criterion basis by the researcher in conjunction with the Finance Director of the Department of Public Instruction and the Executive Secretary-Elect for the Iowa State Education Association. These criteria included key salary-setting districts within the state and relatively comparable enrollments, socioeconomic status of community, and assessed valuation per pupil between districts utilizing collective bargaining and those which did not. The districts included in the study are listed in Table 1.

The first three pairs of districts were predominantly rural, as

Table 1. Districts included in the investigation

Districts with level III or IV agreements	Enrollment ADM (32)	Assessed val./child in ADM (32)	Districts without level III or IV agreements ^a	Enrollment ADM (32)	Assessed val./res. child in ADM (32)
1. Central Dallas	374.9	25,136	Radcliffe	410.9	31,809
2. Central City	850.8	7,784	Springville Comm.	759.4	7,826
3. Interstate-35	933.1	12,170	Mt. Ayr	883.1	16,051
4. Sumner	1118.6	12,233	Adel	1115.0	11,253
5. Mediapolis	1243.8	16,418	Central Lee	1301.2	14,330
6. Osage	1761.3	13,380	Iowa Falls	1923.4	13,531
7. Mt. Pleasant	2233.2	12,648	Fairfield	2942.1	12,950
8. Pleasant Valley	2444.6	27,048	Forest City	1618.9	17,957
9. College Comm.	3001.5	14,426	Southeast Polk	3314.8	12,365
10. Ft. Madison	3658.1	17,254	Newton	4738.0	11,864
11. Keokuk	3404.1	10,434	Bettendorf	5695.5	8,379
12. Urbandale	3643.6	8,076	Ankeny	3832.5	9,097
13. Burlington	7216.7	10,226	Ottumwa	7130.8	7,426
14. Iowa City	9091.0	13,385	Ames	5730.7	13,184
15. Davenport	22,913.1	9,556	Waterloo	17,133.4	10,413
16. Des Moines	41,135.3	11,914	Cedar Rapids	23,023.1	11,742

^aEach district was selected to be relatively comparable to the negotiating district listed on the same line of the table.

was the fourth pair. However the fourth pair was within commuting distance to a large metropolitan area (Waterloo and Des Moines). Pair five, Mediapolis and Central Lee, were rural southeastern Iowa districts. Osage and Forest City were a fairly even mixture of rural and town and were located in northcentral Iowa. Pair seven included towns, Mt. Pleasant and Fairfield, in which colleges were a predominant factor and were both located in southeastern Iowa. College Community and Southeast Polk were suburbs of metropolitan areas. Ft. Madison and Newton were strong industrial labor oriented districts as were the Mississippi River towns of Keokuk and Bettendorf as well as the thirteenth pair of Burlington and Ottumwa. Two Des Moines suburban districts comprised the twelfth pair. The location of two major state universities within the districts of Iowa City and Ames provided additional criteria for pairing these two districts. The final two pairs of districts were selected as large metropolitan districts--paired on the basis that Des Moines and Cedar Rapids were the two largest cities in the state of Iowa.

REVIEW OF LITERATURE

Brief History of Collective Bargaining

Collective bargaining as defined by Davey (23, p. 2) included the words ". . . a continuing institutional relationship between an employer entity (governmental or private) and a labor organization (union or association). . . ."

In the teaching profession the labor organization to which Davey referred was the National Education Association (NEA) and the AFL-CIO-affiliated American Federation of Teachers (AFT). The climb to power of these organizations as the voices of the teaching profession did much to forward the cause of collective bargaining in the schools.

The NEA and its state and local affiliates, over the course of years, changed its stand from a passive interest in economic issues and teacher working conditions--teaching was work done "primarily for public service and secondarily for earning (one's) living" (85, p. 365)--to an active voice in legislation and total school district concerns. The NEA switch from the traditional "professional" philosophy, was attributed largely to the gain in popularity of the AFT. From its conception in 1902, the AFT membership grew so that in 1920 it was equal to that of the NEA (64, pp. 7-8).

Although the twenties saw NEA membership greatly increase while the AFT suffered declining membership and a struggle for existence (64, p. 8), it was the early success of the AFT that possibly spurred Joseph Swaine,

an NEA past president, to remark in 1918: "Suppose the nation cannot be made to see its duty. Then there is only one other way: the teachers by concerted action and the application of the principles of collective bargaining must compel the nation to wake up" (86, p. 49).

By the late 1960s both the AFT and the NEA strongly supported collective bargaining as a right of the teaching profession. In 1969 the NEA published guidelines for effective representation of teachers. Included in these papers was the NEA stand on the need for formal recognition of the bargaining group (31):

Teachers want the right to negotiate so that their talents may be used regularly to help in selecting textbooks, in solving staff transfer problems, in determining class size, and the like. Negotiation is necessary in these areas and in developing grievance machinery, in improving salaries, and in establishing desirable conditions for professional service. Better education of children, improved teacher morale and competence, better administration, and higher-quality decision making are a few results of professional negotiation.

This statement suggested that the NEA considered nearly every aspect of the school program in which teachers were involved as possibly negotiable. In fact, NEA stated (67, p. 21): "Negotiations should include all matters which affect the quality of the educational system."

In addition to the rise of power of the teacher organizations, numerous court decisions and legislative enactments have also been instrumental in bringing collective bargaining to the public sector. In 1935 the Wagner Act was signed into law. Smith (79, pp. 415-16) stated that the National Labor Relations Act (Wagner Act) was ". . . by far the most important labor law in American history. . . ." This act ". . . guarantees and protects the right of workers to organize unions and to

bargain collectively through their chosen representatives. It prohibits employers from interfering in any way with efforts of workers to organize unions."

The Wagner Act was definitely labor-biased and consequently caused many problems. In 1947 the Labor Management Relations Act (Taft-Hartly Act) was enacted which provided for a new and more nearly equal status between labor and management (33, p. 525). One of the major provisions of the act was that public employees were forbidden to strike.

However, in 1951, teachers in the Norwalk, Connecticut school system went out on strike. They were consequently dismissed from the system. In upholding the dismissal, the Connecticut Supreme Court also ruled that (61, p. 4, 5):

. . . in the absence of enabling legislation, (1) public school teachers may organize; (2) a school board is permitted; but is not legally obligated to negotiate with a teachers organization; (3) a school board may agree to arbitrate with teachers, but only on those issues that do not erode the board's legal prerogative to have the last word; (4) a school board may not agree to a closed shop; and (5) public school teachers may not strike to enforce their demands.

Nolte (61, p. 5) stated: "During the next two decades these five conclusions from the Norwalk case became important precedents in those states that lacked legislation on collective bargaining for teachers."

In the 1960s two presidential executive orders gave added thrust to the right of public employees to bargain collectively. In 1962 President Kennedy issued executive order 10988 which ". . . specifically recognized the right of employees in the administrative branch to organize and to present their view on employment terms to agency management" (49, p. 692).

Executive order 10988 had many ambiguities and inadequacies which were accounted for in 1969 when President Nixon issued executive order 11491. Of primary importance to teacher organizations was the greater stress on exclusive recognition rights as the basis for bargaining.

Davey (23, p. 361) explained:

A second area of improvement over E. O. 10988 is the greater stress on exclusive recognition rights as the basis for bargaining. The new order does away with both "informal" and "formal" recognition. These types of recognition under E. O. 10988 had proved generally unsatisfactory, and nebulous and frustrating. The current stress on the familiar private sector concept of exclusive recognition is a mature step forward. The employee organization so recognized is entitled to bargain for and must represent all employees within the appropriate unit in question. The use of secret ballot elections as the sole basis for achieving exclusive recognition status is procedurally desirable.

Collective Bargaining: The Process

Upon the receipt by a public employer of a request from an employee organization to bargain on behalf of public employees, the duty to engage in collective bargaining shall arise if the employee organization has been certified by the board as the exclusive bargaining representative for the public employees in that bargaining unit. . . . (39)

Similar statements were found in all collective bargaining laws reviewed¹ as well as in Iowa districts operating under a level III or IV agreement. But exclusive representation has caused some concerns and problems of its own. Knezevich noted (47), p. 366):

Considerable sums of money may be expended by rival organizations battling to gain exclusive representation rights for teachers. In large cities the competing organizations spend as much as \$100,000 each on the election alone. Also to be decided is how long certification of the winning organization as exclusive representation shall prevail before another election must be held.

¹Bargaining laws of midwestern states.

Still, the important fact remained, that either because of state laws or by local policy, once a majority of teachers within a district had asked for negotiations, then the process had begun.

In an outline developed by The Management Education Center, Incorporated, the following items were listed as the basis of the negotiation process (51, pp. 2-8):

Preliminary

Setting the ground rules: time, place, frequency of meetings, public or private sessions, press releases, note taking, agenda and caucus.

Discussion

Overview of both sides, specific points, priorities, negotiable and non-negotiable items, and agreement.

Mediation/fact finding

This is only if discussions fail to produce an agreeable compromise.

It is important to note that there has been some disagreement as to the validity of the preliminary segment of the negotiation process. Richard Hogancamp, superintendent of schools in Allen Park, Michigan, stated (59, p. 165): "The whole purpose of collective bargaining is to get a contract. Don't waste your time with what may later prove to be meaningless ground rules. In the beginning, we used to have strikes over ground rules. Now we don't have any rules at all."

The second part of the outline, the discussion phase, is the major phase of the entire process. In fact, some authors believed it to be the only actual phase of negotiations. Van Zwoll noted (93, p. 221):

When a difference exists, there is usually something to be said for each side of the controversy. Experience demonstrated that life often calls for a give and take that proves enlightening and makes consequences reasonably agreeable. Hence, the parties to a dispute enter into a conference with the purpose of exploring all the facets of the issue at stake and of finding common

ground for immediate agreement and, in the remaining areas of conflict, acceptable compromises. This exploratory conferring in search of agreement is negotiation.

In adopting policies or enacting legislation on collective bargaining, problems have arisen in the third phase of the collective bargaining process. For example, in the collective bargaining bill that was signed into law in Iowa in 1974 a provision was made for a panel of arbitrators to select the final best offer on each item offered.

Rogers and Phillips analyzed this section of the law by stating (73, pp. 28-29):

Arbitrators must select between last offers made by the parties and "the offer selected by the panel of arbitrators . . . shall be deemed to represent the contract between the parties." Curiously, there is no provision for fact-finding or advisory arbitration, both of which are accepted procedures where a neutral hears the parties' proposals and reasoning and makes findings and recommendations to assist them to clarify and resolve disputes. In their stead, the bill provides for compulsory binding arbitration of "a final offer on specific items."

The bill requires that if the parties have not agreed upon procedures to determine unresolved issues, they are compelled to submit such issues to a panel of arbitrators for hearing and decision, which decision "shall be deemed to represent the contract between the parties." Compulsory arbitration of new contract terms is very rare in the private sector, is disliked by labor and management alike, and deprives the parties the freedom to resolve a dispute through free collective negotiations. "Final offer" arbitration gives the panel no flexibility to suggest more reasonable terms than those proposed by the parties--the bill provides "the panel of arbitrators shall not compromise or alter any of the items in any final offer." Arbitrators who have been involved in this process have themselves criticized it for these imperfections.

. . . Veteran mediator Theodore Kheel has called final offer arbitration "compulsory arbitration at its worst . . . you take your chances on who is going to make the least unreasonable offer."

The example of final-best-offer arbitration gave weight to the need

for periodic review of the laws and/or policies governing negotiations just as there was a periodic review of the contractual agreements whenever the two sides sat down at the negotiation table.

Private Sector Bargaining

Because of the scope of this research little will be said concerning private sector bargaining. However, complete omission of private sector bargaining would be misleading and could erroneously imply that private sector bargaining had little or no influence on the public sector.

Successful bargaining by private sector negotiators has (over the years) landed greater wages, better fringes and better working conditions for the employers. Quinn noted that the comparison to private sector procedures and accomplishments has enabled public sector negotiators to avoid many pitfalls and to use private gains as a strong comparative tool at the negotiation table.

However, this comparison to private sector bargaining by the public sector negotiators has presented some unique problems. For example, strikes may be deemed by some as more of a problem for certain public employer groups (such as police and fire personnel) due to an obligation of continuing service and safety. Yet "successful" strikes by private segments have brought the threat of strikes to an ever-present problem in public sector bargaining.

Collective Bargaining: Financial Implications

The Iowa State Education Association insists that (in its handbook for negotiations) these following items are definitely negotiable (35, p, 1-2):

. . . full hospitalization insurance, unlimited sick leave, paid attendance expenses at workshops, full credit on salary schedules for outside experience, full transfer of sick leave, teacher aides for supervision duties, teacher aides in the classroom, addition for more adequate teacher lounge facilities, ratio of pupils to professionals, number of free periods per week, and number of days of personal leave.

Each of these items either directly or indirectly could result in substantially increasing district expenditures or in forcing decreases in other areas to meet the financial obligations if the negotiable items were agreed upon by the district.

Quinn (69) remarked that there are five "Nitty Gritty" issues in collective bargaining: 1) organizational rights, 2) grievance procedures, 3) class size, 4) fringes, index position and 5) the basic economic package of hours and wages. The last three of these are or could be financially related. Shreeve stated (76, p. 73):

Anytime you change the teacher-pupil ratio it costs money. Each time you give a teacher a duty-free lunch period it costs money. Every time you hire an aide or an intern or a paraprofessional it costs money. . . . Almost everything that we talk about at the negotiation table really does cost dollars and cents somewhere along the line.

In an address, Erwin B. Elliman commented (51, p. 11)

Teachers who have increased their salaries some 30 percent in three years have little doubt as to the value of collective action. . . . A recent study by a University of Michigan group suggested that while the average annual increase in teaching salaries in the years before negotiations was three percent at

the B.A. minimum and 3.5 percent at the M.A. maximum, during the first two years the negotiation process has yielded increases of eight percent and nine percent at the B.A. and 11 percent and 10 percent at the M.A.

The study by Rhemus (70) to which Elliman referred, while interesting, did have serious shortcomings if conclusions such as Elliman's are going to be made. First only twelve districts were studied. These twelve were not randomly selected but were picked on the basis of other criteria. Thus, conclusions would only be valid for those twelve districts.

Second, the study tends to imply that negotiations had increased salaries at a much greater percent than would have been possible without negotiations. Even if this were true, the study did not substantiate it. No nonnegotiating control group was used for the same years to test whether or not greater salary increases prevailed in the two years tested for even the nonnegotiating schools. Thus, the only conclusions that could be validated was that there was an increase in salaries, and negotiations were possibly a factor.

In another study related to negotiations, Mongue (56) alleviated the first of Rhemus study's limitations by taking a valid random sample of Wisconsin districts. Mongue's study failed to incorporate nonnegotiating districts, but then, the main thrust of the study was a comparison of the magnitude and direction of the differences in per-pupil expenditures between salary-related and nonsalary-related items. An appropriate statistical test (Wilcoxon Matched Pairs-Signed Ranks Test) was utilized.

The study confirmed that salaries and fringe benefits had increased

at a greater percent than nonsalary items. Mongue (56, p. 1) concluded:

Faced with such alternatives as arbitration, fact-finding, litigation, and censure, as well as the ultimate in teacher-group response--the strike--boards of education generally have met teacher demands of increased salaries and up-graded salary schedules as well as costly fringe benefits.

Thornton (88, pp. 37-46) also found a positive relationship between collective bargaining and teacher salaries. In an analysis of the 1969-70 salary schedule of forty negotiating districts and 43 nonnegotiating districts--all in cities of at least 100,000 people--he concluded that collective bargaining districts did, in fact, give significantly higher salaries. The data is illustrated in Table 2. From the table, it appeared that negotiations in these districts tended to emphasize the top end of the salary schedules. Because of the sample (all from large metropolitan areas), inferences to smaller districts would be subject to question.

Table 2. Differences in salary levels, negotiating vs. nonnegotiating districts 1969-70 school year

Salary level	Absolute difference	Percent difference
A.B. Min	238	3.7
A.B. Max	472	5.0
M.A. Min	160	2.3
M.A. Max	3,132	28.8

In contrast, Armistead (16) found no significant difference in the percent of the total budget used for teacher salaries between districts with collective bargaining and districts without collective bargaining. Her study was of 25 St. Louis County School Districts, 14 with collective bargaining and 11 without. However, in a statistical analysis (using the Fisher test) of amounts of personal and sabbatical leave and tuition refunds, she concluded that there was a significant difference in favor of the districts using collective bargaining in terms of the fringe benefits of personal and sabbatical leaves.

Considering the homogeneity of the schools (all one county), the salary finding was expected. However, the finding in terms of fringe benefits was indicative that additional or improved fringes may possibly be one important teacher advantage of collective bargaining.

Perry and Wildman (64) also found a relationship between the monies allocated for salaries and fringe benefits under collective bargaining compared with the monies allocated for other budget areas. They investigated two dozen school districts across the United States. These districts varied in ". . . terms of geographic dispersion, size of system, public policy toward negotiations, organizations representing teachers, and age and structure of formal relationships" (64, p. 19).

Obviously this was not a statistically sound sample for making widespread inferences. However, within these districts Perry and Wildman (64) found that teacher salary increases came at the expense of budget allocations for contingency funds; building maintenance; salary increases for nonteaching personnel; total number of administrative personnel; total

number of guidance, special education or paraprofessional personnel; kindergarten; class size; and textbooks and classroom supplies.

They noted (64, pp. 150-151)

In all cases, some reduction in the over-all quality of the educational program was required to finance increased teacher compensation. This reduction in quality may or may not have been off-set by an increase in the quality of classroom instruction. . . .

Thus the costs of these short-run incremental increases in teacher compensation have been met through two types of changes in resource allocation:

1. Shift of resources to public education within the public sector.
2. A shift of resources to teacher compensation within the school system.

From this investigation it would seem that with limited resources, increases in teacher compensation could, by necessity, result in decreased financial outlay for other areas of programs. This potential problem becomes even more critical as inflation pushes the cost of materials and supplies upward. Thus, when even a stable financial outlay for other areas would purchase less, a decreased outlay could definitely compound the problem

In a study closely related to that of Perry and Wildman, Furno and Cuneo (27, pp. 10-48) analyzed the Cost of Education Index from the years 1965-66 through 1970-71. They found that expenditures for teachers' salaries and fringe benefits increased sharply while other budgeted areas experienced only moderate increases. They stated: "Substantially higher expenditures for salaries and retirement benefits appear to be forcing a slowdown in materials and textbooks" (27, p. 16).

Whether this slowdown adversely affected the quality of education was not shown. Nor was there any indication that collective bargaining

was a factor in this relationship. However, if teacher salaries did increase substantially it would seem imperative that a shift of resources to public education within the public sector to off-set these increases would be necessary for quality education.

Financial Implications Beyond the Negotiated Agreement

While the major financial concern of most studies cited related to increases in wages and fringe benefits, there were two other primary sources of costs which faced school districts in negotiations. These were cost of consultant fees and cost of arbitration and fact-finding.

Shreeve (76, p. 71) commented on the first of these:

The problem is that we are now spending money for this and we didn't used to. When you start to pay consultants \$100 or \$200 a day, or you start hiring professional negotiators for \$25 or \$50 an hour and they spend 300 hours to negotiate a contract the first time around--these things run into some pretty good figures. These are dollars and cents which could be utilized more effectively, in my opinion, in educating the child.

Undoubtedly Shreeve had a good point concerning the effective use of monies, but this applied only if the district had a competent negotiator within its administrative or board ranks. Lieberman (48, p. 37) noted:

If you don't know what you're doing, hire someone who does.
 . . . More costly mistakes are made by school boards in
 their initial actions and reactions than at any other time. . . .

The second cost mentioned, that of arbitration and fact-finding, had the potential of being extremely high. Staudohar (83, pp. 165-66) noted that in twenty-seven fact-finding cases in Wisconsin in 1970, the

median cost was \$500 with an approximate low of \$300 and a high of \$15,000. He stated that fact-finding costs of up to \$100,000 have been reported.

In Iowa's law a set cost of \$200 per day was established in fact finding with the cost to be shared equally by the district and the bargaining group. Thus, costs such as reported in Wisconsin were potentially in store.

Summary

Prime factors in the emergence of teacher collective bargaining as a major force have been 1) NEA's switch to a strong advocate of bargaining for teachers; 2) the Norwalk, Connecticut teachers' strike in 1951 and the consequent Connecticut Supreme Court rulings; and 3) the executive orders by Presidents Kennedy and Nixon.

The process of negotiations include the preliminary stages of setting the ground rules, the discussion by both sides, and finally, if discussions fail, mediation and fact-finding. The discussion phase is the major phase of the entire process.

Public sector bargaining has been influenced by the procedures and accomplishments of private sector bargaining. However, the public sector negotiators have had to face some situations, such as the status of strikes in light of continuing service obligations, which are unique to the public sector.

Three of the five "Nitty Gritty" issues of collective bargaining are or could be financially related. Several studies have been conducted

investigating various financial implications of bargaining.

Rhemus (70) determined that teacher salaries in Michigan increased some thirty percent due to bargaining. Mongue (56) confirmed that salaries and fringe benefits had increased at a greater percent than non-salary items in a random sample of Wisconsin districts. In a study of districts in cities of 100,000 or more people, Thornton (88) also found a positive relationship between bargaining and teacher salaries.

In an investigation by Armistead (16) there was no significant difference in the percent of the total budget used for teacher salaries between districts with collective bargaining and districts without collective bargaining but she did find that in the amount of personal and sabbatical leave there was a significant difference in favor of the districts with bargaining. Perry and Wildman (64) also found this to be true in an investigation of twenty-four districts across the United States. However, they also concluded that monies allocated for salaries was positively related to collective bargaining.

Other potentially major costs to districts, besides those related to the negotiation agreement, are consultant fees and costs of arbitration and fact-finding. In a study in Wisconsin (55) costs to the districts for arbitration and fact-finding ranged from a low of \$300 to a high of \$15,000.

METHODS AND PROCEDURES

Introduction

In analyzing the literature it was determined that existing prototype studies are available in the area of the costs related to negotiations. The methodology of this investigation will build upon the strengths of the existing research in order to obtain comparable data and knowledge.

Selection of the Population

Iowa public school districts were divided into two groups--those which had a level III or level IV negotiation agreement and those which did not.

Selection of negotiating districts

All 16 Iowa Districts with a level III or level IV negotiation agreement as of the 1973-74 school year were selected for this study.

Selection of nonnegotiating districts

Sixteen nonnegotiating districts were selected by matching each one with a comparable negotiating district on the basis of enrollments, assessed valuation per student and socioeconomic status of the community.

Development of the Instrument

To test the hypothesis relating to fringe benefits and to obtain information relating to time and costs of training for negotiations and arriving at an agreement, a questionnaire was developed in consultation with Quinn,¹ Smith,² Davidson³ and Manatt⁴ to send to superintendents of the selected Iowa school districts. Since information regarding general fund expenditures was available through the Iowa Department of Public Instruction, the questions related to the first four hypotheses were omitted from the questionnaire. The instrument was field-tested in two Iowa school districts--Nevada Community School District and Northeast Hamilton Community School District. Comments of the respective superintendents were analyzed and the final draft of the questionnaire was developed along with the appropriate tables for data collection (see Appendix).

Administering the Instrument

The revised questionnaire, along with a cover letter explaining the purpose, was sent to superintendents of the districts selected for this study. All respondents answered the general fund expenditures

¹Cornelius Quinn, Vice-President, Management Education Center Incorporated--a professional negotiating firm for "management".

²Clifford Smith, Associate Professor, Industrial Administration, Iowa State University.

³Ted Davidson, Executive Secretary, Iowa Association of School Boards.

⁴Richard P. Manatt, Professor of Education, Iowa State University.

questions. The other areas of the questionnaire were answered by 13 of 16 districts in each division (collective bargaining and nonbargaining). Opinions of negotiations chairmen of the local teacher organizations of the districts were also obtained. Only opinions from those districts whose superintendents also responded were analyzed.

Treatment of the Data

Data obtained from the Iowa Department of Public Instruction and from the superintendents and negotiations chairmen were placed in the appropriate data collection tables. Data were analyzed using the totals from all districts and by subdividing the sample by enrollment categories of 0-1749, 1750-5999 and 6000 and over.

Data on general fund expenditures and fringe benefits

Information on general fund expenditures was used in testing the first four hypotheses. Both per pupil and per teacher (full-time equivalency) expenditures were utilized. The five hypotheses relating to expenditures and fringe benefits were tested using a paired-t test.

Table 3 contains an example of the use of the paired-t values in testing the hypotheses.

Table 3. Teacher salaries per FTE: 1974-75 expenditures

Enrollment	District	Number of districts	Means (enrollment strata)	Means (paired difference)	Paired t-values	t .975
6000 - over	Bargain.	6	\$10,352	-\$961	-0.12	3.18
	Nonbargain.	6	10,698			

Paired district number

Paired district number	Mean salaries of districts		Difference
	Bargaining	Nonbargaining	
13	12,116	13,363	-1247
14	13,770	15,884	-2114
15	13,859	13,336	523
16	15,402	13,525	1877
		Total	- 961

Mean: $\bar{D} = \frac{-961}{4} = -240$

Standard deviation:

$$S_{\bar{D}} = \frac{S_D}{\sqrt{n}}$$

$$S_D = \sqrt{\frac{\sum D_i^2 - (\sum D_i)^2/n}{n-1}}$$

$$= \sqrt{\frac{(9,820,663) - (923,521)/4}{3}}$$

$$= \frac{1787}{3}$$

$$S_{\bar{D}} = \frac{1787}{4} = 893.5$$

t-test: $t = \frac{\bar{D}}{S_{\bar{D}}} = \frac{-240}{893.5} = -0.12$

FINDINGS

There were eight basic questions to be answered by this research, with three of these questions leading to a total of five hypotheses. The findings have been presented by question categories with the related hypotheses having been placed under the appropriate categories.

Salary Increases and Collective Bargaining

Have teacher organizations been able to secure larger salary increases through collective bargaining than would have been forthcoming in the absence of bargaining? To answer this question a paired t-statistic was used to test the hypothesis that there is no significant difference between expenditures for teacher salaries (and salary-related items) by districts with collective bargaining and by districts without collective bargaining. Tables 4 and 5 contain information relating to the test of this hypothesis. It should be noted that the mean salaries per full-time equivalency increased with the size of the districts and were higher for nonbargaining districts than for bargaining districts in all enrollment categories. This same relationship was evident in teacher salaries per pupil (ADM) except in districts with an enrollment of 6000 or over, in which case the bargaining districts mean salaries were greater. There was no significant difference for any of the enrollment categories for either teacher salaries per full-time equivalency or teacher salaries per average daily membership, which would indicate that apparently neither bargaining nor the size of school had an important

Table 4. Teacher salaries per FTE: 1974-75 expenditures

Enrollment	District	Number of districts	Means (enrollment strata)	Means (paired difference)	Paired t-values ^a	t _{.975}
0-1749	Bargain.	6	\$10,352	-397	-0.15	2.57
	Nonbargain.	6	10,698			
1750-5999	Bargain.	6	12,055	26	0.03	2.57
	Nonbargain.	6	12,075			
6000-over	Bargain.	4	13,784	-240	-0.13	3.18
	Nonbargain.	4	14,027			
Total	Bargain.	16	11,849	-199	-0.56	2.13
	Nonbargain.	16	12,047			

^aFor significance, t must be greater than t_{.975}.

Table 5. Teacher salaries per ADM: 1974-75 expenditures

Enrollment	District	Number of districts	Means (enrollment strata)	Means (paired difference)	Paired t-values ^a	t _{.975}
0-1749	Bargain.	6	\$ 548	-28	-1.10	2.57
	Nonbargain.	6	574			
1750-5999	Bargain.	6	597	-.7	0.04	2.57
	Nonbargain.	6	600			
6000-over	Bargain.	4	671	27	0.82	2.57
	Nonbargain.	4	645			
Total	Bargain.	16	597	-4	-0.29	2.13
	Nonbargain.	16	601			

^aFor significance, t must be greater than t_{.975}.

relationship to salary increases.

Even though there was no empirical evidence that collective bargaining had any significant effect on teacher salaries, in an opinion question summarized in Table 6, 69.2 percent of the negotiations chairmen felt that teachers had received greater salaries due to collective bargaining while only 30.8 percent of the respective superintendents believed salaries to be positively related to bargaining. Five superintendents and negotiations chairmen from the respective districts were in direct disagreement on the influence of collective bargaining on salaries. This represented 38.5 percent of the total responses. These differences of opinions were not significant when tested by the Chi-square test.

Table 6. Did teachers receive greater salaries as a result of negotiations? Opinions of superintendents and the respective negotiations chairmen

		Opinions of negotiations chairmen		Totals	χ^2 (corrected)
		Yes	No		
Opinions of superintendents	Yes	4	0	4	2.85 ^a
	No	5	4	9	
Totals		9	4	13	

^aSignificant only if $\chi^2 > 3.84$ ($p > .05$).

Sources of Funds for Salary Raises

Nonsalary expenditures and bargaining

The absence of presence of bargaining did not prove to be a significant factor in salary expenditures but would it be significant in nonsalary expenditures? To answer this question a paired t-test was made of the hypothesis that there is no significant difference between expenditures for nonsalary related items by districts with collective bargaining and by districts without collective bargaining. Tables 7 through 10 contain the appropriate information for making this test, and, although none of the t-values were significant, it should be noted that nonbargaining districts spent a larger mean dollar amount for instructional supplies per teacher and per student in all enrollment categories except the 1750 to 5999 group. The means for other costs per teacher were higher for nonbargaining districts except for this same enrollment category. However, the means for other costs per student were higher for bargaining districts except in the lowest enrollment category.

Nonsalary expenses and salary expenses

Given the fact that total expenditures were limited by state law, salary increases had to come from two sources--"new" money as provided for by the state formula and/or by a reduction in other expenditures. There were two hypotheses used in analyzing this latter possibility. Tables 11 through 14 contain the appropriate information for testing

Table 7. Instructional supplies per FTE: 1974-75 expenditures

Enrollment	District	Number of districts	Means (enrollment strata)	Means (paired difference)	Paired t-values ^a	t _{.975}
0-1749	Bargain.	6	\$ 957			
	Nonbargain.	6	1,177	-220	-1.52	2.57
1750-5999	Bargain.	6	1,203			
	Nonbargain.	6	1,098	629	0.42	2.57
6000-over	Bargain.	4	986			
	Nonbargain.	4	1,133	-589	-0.66	3.18
Total	Bargain.	16	1,057			
	Nonbargain.	16	1,137	- 80	-0.70	2.13

^aFor significance, t must be greater than t_{.975}.

Table 8. Instructional supplies per ADM: 1974-75 expenditures

Enrollment	District	Number of districts	Means (enrollment strata)	Means (paired difference)	Paired t-values ^a	t _{.975}
0-1749	Bargain.	6	\$52			
	Nonbargain.	6	63	-11	-2.09	2.57
1750-5999	Bargain.	6	59			
	Nonbargain.	6	54	4	0.43	2.57
6000-over	Bargain.	4	59			
	Nonbargain.	4	54	-5	-0.50	3.18
Total	Bargain.	16	53			
	Nonbargain.	16	57	-4	-0.78	2.13

^aFor significance t must be greater than t_{.975}.

Table 9. Other costs per FTE: 1974-75 expenditures

Enrollment	District	Number of districts	Means (enrollment strata)	Means (paired difference)	Paired t-values ^a	t _{.975}
0-1749	Bargain.	6	\$6,977			
	Nonbargain.	6	7,055	-78	-0.21	2.57
1750-5999	Bargain.	6	7,117			
	Nonbargain.	6	6,671	446	0.82	2.57
6000-over	Bargain.	4	7,016			
	Nonbargain.	4	7,291	-276	-0.47	3.18
Total	Bargain.	16	7,039			
	Nonbargain.	16	6,970	93	0.34	2.13

^aFor significance t must be greater than t_{.975}.

Table 10. Other costs per ADM: 1974-75 expenditures

Enrollment	District	Number of districts	Means (enrollment strata)	Means (paired difference)	Paired t-values ^a	t _{.975}
0-1749	Bargain.	6	\$371			
	Nonbargain.	6	382	-56	-1.26	2.57
1750-5999	Bargain.	6	351			
	Nonbargain.	6	334	18	0.74	2.57
6000-over	Bargain.	4	341			
	Nonbargain.	4	335	5	0.25	3.18
Total	Bargain.	16	356			
	Nonbargain.	16	352	-13	-0.63	2.13

^aFor significance, t must be greater than t_{.975}.

hypothesis three with Tables 15 through 18 containing similar information for testing hypothesis four.

Hypothesis three stated that expenditures for nonsalary-related items neither increased nor decreased at a disproportionate rate to expenditures for teacher salaries and salary-related items in districts operating under collective bargaining. It was found that there was no significant difference for any of the enrollment categories between percent increases for teacher salaries and percent increases for instructional supplies in districts with collective bargaining when using costs per FTE or costs per ADM. However, when analyzing the differences of the means of salaries and other costs, the t-value were all significant and in the direction of greater percent increases for other costs rather than in the direction of teacher salaries. There was also a greater percentage increase for instructional supplies than for teacher salaries. Apparently supplies were increasing in cost more rapidly than salaries during this period.

It should be noted that the smallest schools had the greatest percent increases for instructional supplies per FTE and ADM while districts with enrollments from 1750-5999 had the greatest percent increases for other costs. The greatest percent increases for teacher salaries occurred in districts in the 1750 to 5999 enrollment category when using an FTE mean figure and in the 6000 and over category when using an ADM mean figure.

In testing hypothesis four, that the expenditures for nonsalary

Table 11. Percent increases in teacher salaries and instructional supplies per FTE, 1973-74 to 1974-75 in districts with collective bargaining

Enrollment	Number of dist.	Teacher salaries		Instr. supplies		(Difference) Mean %	Stand. dev.	t-value ^a t _{.975}
		Mean %	Stand. dev.	Mean %	Stand. dev.			
0-1749	6	4.76	7.6	24.04	18.4	-19.27	22.1	-2.14
1750-5999	6	10.61	5.6	11.50	12.2	- .89	12.2	-0.18
6000-over	4	8.28	5.0	12.54	5.3	- 4.25	5.8	-1.48
Total	16	7.84	6.5	16.46	14.3	- 8.62	17.1	-2.01

^aFor significance, t must be greater than t_{.975}.

Table 12. Percent increases in teacher salaries and instructional supplies per ADM, 1973-74 to 1974-75 in districts with collective bargaining

Enrollment	Number of dist.	Teacher salaries		Instr. supplies		(Difference) Mean	Stand. dev.	t-value ^a t _{.975}
		Mean	Stand. dev.	Mean	Stand. dev.			
0-1749	6	5.55	7.1	25.28	20.6	-19.72	22.6	-2.14
1750-5999	6	9.03	5.2	10.11	13.7	- 1.07	11.7	-0.18
6000-over	4	9.55	2.9	14.01	7.5	- 4.46	6.0	-1.48
Total	16	7.86	5.5	16.77	16.2	-8.91	17.3	-2.06

^aFor significance, t must be greater than t_{.975}.

Table 13. Percent increases in teacher salaries and other costs per FTE, 1973-74 to 1974-75 in districts with collective bargaining

Enrollment	Number of dist.	Teacher salaries		Other costs		(Difference)	Stand. dev.	t-value
		Mean %	Stand. dev.	Mean %	Stand. dev.	Mean %		
0-1749	6	4.76	7.6	17.21	6.5	-12.45	11.3	-2.71*
1750-5999	6	10.61	5.6	23.63	9.2	-13.02	13.1	-2.43*
6000-over	4	8.28	5.0	13.35	6.7	- 5.06	2.0	-5.13*
Total	16	7.84	6.5	18.65	8.3	-10.82	10.6	-4.08*

*Significant at .05 level.

Table 14. Percent increases in teacher salaries and other costs per ADM, 1973-74 to 1974-75 in districts with collective bargaining

Enrollment	Number of dist.	Teacher salaries		Other costs		(Difference)	Stand. dev.	t-value
		Mean %	Stand. dev.	Mean %	Stand. dev.	Mean %		
0-1749	6	5.55	7.1	18.13	6.4	-12.58	11.4	-2.70*
1750-5999	6	9.03	5.2	22.12	12.5	-13.08	13.5	-2.37*
6000-over	4	9.55	2.9	14.65	4.7	- 5.10	2.0	-5.23*
Total	16	7.86	5.5	18.75	8.9	-10.90	10.8	-4.02*

*Significant at .05 level.

related items neither increased nor decreased at a disproportionate rate to expenditures for teacher salaries and salary-related items in districts not operating under collective bargaining, the t-values in Tables 15 through 18 followed a similar pattern to those in the preceding tables in that the difference of the means of salaries and instructional supplies were not significant but the difference of the means of salaries and other costs were significant and in the direction of other costs. However, the difference of the means were positive in both the smaller and larger districts when comparing salaries and instructional supplies--indicating that there was a greater percent increase in salaries than instructional supplies for these enrollment categories in the nonbargaining districts. It should be noted that the mean percentage increase for teacher salaries was greatest in the larger districts, the mean percentage increase for instructional supplies was greatest in the enrollment category 1750-5999 and the mean of the percent of increase for other costs was greatest in the smaller districts. This was true for both FTE and ADM expenditures.

Costs of Training

Both districts under bargaining agreements and districts not under bargaining agreements invested monies in research and training for negotiations as is shown in Table 19. Bargaining districts had a slightly higher mean but a lower mode than did the nonbargaining districts. The range was also greater in the bargaining districts. From the measures of central tendencies it was clear that more districts spent amounts

Table 15. Percent increases in teacher salaries and instructional supplies per FTE 1973-74 to 1974-75 in districts without collective bargaining

Enrollment	Number of dist.	Teacher salaries		Instr. supplies		(Difference) Mean %	Stand. dev.	t-value ^a	t _{.975}
		Mean %	Stand. dev.	Mean %	Stand. dev.				
0-1749	6	6.16	4.2	3.48	3.6	2.68	29.1	0.23	
1750-5999	6	8.78	4.2	23.32	29.3	-14.54	29.5	-1.21	
6000-over	4	11.86	2.5	5.68	10.2	6.18	7.9	1.57	
Total	16	8.57	4.2	11.47	26.8	- 2.90	25.9	-0.45	

^aFor significance, t must be greater than t_{.975}.

Table 16. Percent increases in teacher salaries and instructional supplies per ADM, 1973-74 to 1974-75 in districts without collective bargaining

Enrollment	Number of dist.	Teacher salaries		Instr. supplies		(Difference) Mean %	Stand. dev.	t-value ^a	t _{.975}
		Mean %	Stand. dev.	Mean %	Stand. dev.				
0-1749	6	10.39	5.2	7.25	31.0	3.14	30.3	0.25	
1750-5999	6	10.09	1.4	24.66	29.1	-14.58	30.4	-1.18	
6000-over	4	11.46	4.6	5.29	10.6	6.17	7.8	1.58	
Total	16	10.54	3.8	13.29	26.6	- 2.75	26.8	-0.41	

^aFor significance, t must be greater than t_{.975}.

Table 17. Percent increases in teacher salaries and other costs per FTE, 1973-74 to 1974-75 in districts without collective bargaining

Enrollment	Number of dist.	Teacher salaries		Other costs		(Difference)	Stand. dev.	t-value
		Mean %	Stand. dev.	Mean %	Stand. dev.	Mean %		
0-1749	6	6.16	4.2	19.68	16.2	-13.52	14.1	-2.36*
1750-5999	6	8.78	4.2	19.25	7.1	-10.47	5.1	-4.05*
6000-over	4	11.86	2.5	22.11	5.5	-10.25	6.5	-3.15*
Total	16	8.57	4.2	20.13	10.6	-11.56	9.2	-5.00*

* Significant at .05 level.

Table 18. Percent increases in teacher salaries and other costs per ADM, 1973-74 to 1974-75 in districts without collective bargaining

Enrollment	Number of dist.	Teacher salaries		Other costs		(Difference)	Stand. dev.	t-value
		Mean %	Stand. dev.	Mean %	Stand. dev.	Mean %		
0-1749	6	10.39	5.2	24.34	15.8	-13.95	14.2	-2.40*
1750-5999	6	10.09	1.4	20.67	5.5	-10.58	5.2	-4.96*
6000-over	4	11.46	4.6	21.77	8.8	-10.31	6.6	-3.13*
Total	16	10.54	3.8	22.32	10.6	-11.78	9.4	-5.02*

* Significant at .05 level.

Table 19. Costs of training for negotiations

	Number of districts	Range	Mean	Median	Mode	Totals
Districts with bargaining	11	\$50-5000	\$1082	\$500	\$450 (2)	\$11,900
Districts without bargaining	12	200-4200	1063	500	500 (3)	12,750
Totals	23	50-5000	1072	500	500 (4)	24,650

closer to the lower end of the range. By inspection the means were not significantly different.

Costs During the Collective Bargaining Process

The presence of the chief negotiators for the districts were of primary importance in determining the costs during the collective bargaining process since 25 percent of the districts had hired special personnel to do their negotiating as is shown in Table 20. It should be noted that of those districts which did not hire special personnel, the superintendent was the negotiator in 56 percent of the districts. Lawyers represented 62.5 percent of the districts hiring special personnel to negotiate.

Along with the presence of a chief negotiator, superintendents were asked to give their opinions as to the worth of hiring special personnel to negotiate for the district. The results of this question are found

Table 20. Chief negotiator in 1975-76 school year

Number of districts hiring special personnel	Cost of hiring special personnel	Occupation of the negotiator	Chief negotiator when special personnel has not been hired				
			Supt.	Ass't supt.	Prin.	Board member	None
8 ^a	\$15-60/hr + expenses	(6) School dist. lawyer (1)	10	3	1	2	2
	\$5200-6000 retainer + expenses	(2) Professional negotiator (1) Professional negotiator/outside lawyer (3)					

^aIncluded are four districts which are listed as nonbargaining districts.

in Table 21. A sign test of the paired districts indicated that there was not a significant difference in the opinions of superintendents on the worth of hiring a special negotiator. However, approximately 54 percent of the superintendents felt that hiring a district negotiator had great worth while less than eight percent saw little value in it.

Other expenses that some districts incurred were those of consultant fees, fact-finding and arbitration. A summary of these expenses can be found in Table 22. It should be noted that consultants were used by 25 percent of the districts with fact-finders or arbitrators being used by 37.5 percent of the sample of bargaining districts. The mean average fees were 43 dollars per hour for consultants and 522 dollars for the use of fact-finders or arbitrators.

Table 21. Superintendents' opinions on the value of hiring a district negotiator

	Great value	Some value	Little value	χ^2 (sign test) ^a
Districts with bargaining	6	4	3	
Districts without bargaining	8	3	2	
Totals	14	7	5	4.01

^aSignificant only if χ^2 is greater than 3.84 ($\chi^2_{.95, 1d.f.}$).

Table 22. Use and expenses of consultants, fact-finders and arbitrators for 1975-76 contract

	Consultants	Fact-finders or arbitrators
Number of districts	4	6
Range of expenses	\$35-60/hr	\$100-1075
Mode	\$35/hr	None
Mean	\$43/hr	\$522
Median	\$40/hr	\$474
Occupation	outside lawyer	- -

Time Spent by the School Administrator
in Training and Planning for Negotiations

The amount of time spent on preparation for negotiations for the 1974-75 school year varied greatly, but as is shown in Tables 23 and 24, superintendents in districts with a level three or four agreement did spend a greater amount of time on this aspect than did their counterparts in nonnegotiating districts. However, the means are not significantly different when tested by the t-statistic. It should be noted that, on the average, administrators in districts without bargaining spent considerably more time in preparation for negotiations in 1975-76 than they did the previous year. Administrators in districts with bargaining also spent more time, but there was not nearly as great an increase in the number of hours.

Table 23. Hours spent by superintendents in training and preparation for negotiations for 1974-75

	Number of districts	Range	Mean	Median	Mode	Total
Districts with bargaining	9	10-200	63	40	10 (2)	571
Districts without bargaining	9	4-100	23	10	20 (2)	203

Table 24. Hours spent by superintendents in training and preparation for negotiations for 1975-76

	Number of districts	Range	Mean	Median	Mode	Total	Ave. cost to the dist./ administrator ^a @ \$9.60/hr.
Districts with bargaining	14	5-201	77	70	100 (2) 70 (2)	1085	\$744
Districts without bargaining	12	4-200	62	55	50 (2) 60 (2) 80 (2)	738	\$590

^aAverage hourly wage computed by dividing contract salary by estimated number of hours worked per year.

Time Spent by the Administration and/or Board
in Actual Negotiations

Superintendents were asked to list the members of the negotiating team and the number of hours spent negotiating along with contract information for staff members on the team. This information has been condensed and placed in Table 25. From the measures of central tendencies it is clear that administrators spent considerably more hours negotiating than did board members. However, the upper limits of the range were the same for both board members and administration.

Table 25. Hours spent negotiating in 1974-75

Members	Number of negotiators	Range	Mean	Median	Mode	Total	Ave. cost per member @ \$9.13/hr. ^a
Board	8	2-95	33	10	10 (3)	264	--
Admin.	23	5-95	45	36	95 (3)	1028	\$411

^aAverage hourly wage computed by dividing contract salary by estimated hours worked per year.

Fringe Benefits and the Total Budget

Any type of fringe benefit represents at least a potential cost to the district. Therefore, in the analysis of fringe benefits there were two basic parts to the question of "How have fringe benefits affected the total budget?" The first of these concerned fringe benefits that had been added as a result of collective bargaining and the second a comparison of fringe benefits of bargaining districts and nonbargaining districts. Opinions of superintendents and negotiation chairmen of districts with collective bargaining were taken to answer the first part while a paired-t test of existing fringe benefits in bargaining and non-bargaining districts was made to answer the second. Table 26 contains the results of the opinion survey.

It should be noted that only 23 percent of the superintendents felt that teachers' fringe benefits had increased more under bargaining while 61.5 percent of the negotiations chairmen felt bargaining was a definite factor in increased benefits. Thirty-eight percent of the superintendents

Table 26. Have fringe benefits for teachers increased more under collective bargaining than they would have in the absence of bargaining: Opinions of superintendents and respective negotiations chairmen?

		Negotiations chairmen			χ^2 (corrected) ^a
		Yes	No	Totals	
Superintendents	Yes	3	0	3	3.35
	No	5	5	10	
	Totals	8	5	13	

^aFor significance, χ^2 must be greater than 3.84 ($\chi^2_{.95, 1 \text{ d.f.}}$).

and negotiations chairmen were in direct disagreement on the influence of collective bargaining. However, a Chi-square test of significance indicated the differences of opinion were not significant.

Tables 27 through 36 contain information relating to the t-tests of the hypothesis that there is no significant difference between fringe benefits offered by districts with collective bargaining and by districts without collective bargaining. Even though none of the amounts were significant, several points stand out. First, there were more bargaining districts than nonbargaining districts with the specific leaves in all cases except personal leave in which case the numbers were the same. Second, more bargaining than nonbargaining districts had health insurance coverage greater than just that of the employee, and also more bargaining than nonbargaining districts offered life insurance. However, this was reversed in the other insurance categories of disability and liability in which case more nonbargaining than bargaining districts

made this available to the teachers. Over 90 percent of all the districts sampled had personal leave, bereavement leave, professional leave and liability insurance. Only 11.5 percent of the total districts had sabbatical leave and only 23 percent of the total offered health insurance beyond single coverage. Thirty-four percent of the total districts had sick leave policies greater than the state minimum and approximately 60 percent of the total districts granted maternity leave. Liability and disability insurance were also offered by approximately 60 percent of the total districts sampled.

Table 27. Personal leave (PL)

	Number of districts		Mean (paired difference)	Standard deviation	Paired ^a t-value
	With PL	Without PL			
Districts with bargaining	13	0	.154	.104	1.48
Districts without bargaining	11	2			

^aFor significance, t must be greater than 2.18 (t_{.975, 12 d.f.}).

Table 28. Sick leave (SL) greater than state minimum requirements

	<u>Number of districts</u>		Mean (paired difference)	Standard deviation	Paired t-value ^a
	With SL	Without SL			
Districts with bargaining	6	7	.231	.122	1.89
Districts without bargaining	3	10			

^aFor significance, t must be greater than 2.18 (t_{.975, 12 d.f.}).

Table 29. Maternity leave (ML): Separate or as sick leave

	<u>Number of districts</u>		Mean (paired difference)	Standard deviation	Paired t-value ^a
	With ML	Without ML			
Districts with bargaining	8	5	.077	.177	0.44
Districts without bargaining	7	6			

^aFor significance, t must be greater than 2.18 (t_{.975, 12 d.f.}).

Table 30. Sabbatical leave (SaL)

	<u>Number of districts</u>		Mean (paired difference)	Standard deviation	Paired t-value ^a
	With SaL	Without SaL			
Districts with bargaining	2	11	.077	.137	0.56
Districts without bargaining	1	12			

^aFor significance, t must be greater than 2.18 (t_{.975, 12 d.f.}).

Table 31. Bereavement leave (BL)

	<u>Number of districts</u>		Mean (paired difference)	Standard deviation	Paired t-value ^a
	With BL	Without BL			
Districts with bargaining	13	0	.077	.077	1.00
Districts without bargaining	12	1			

^aFor significance, t must be greater than 2.18 (t_{.975, 12 d.f.}).

Table 32. Professional leave (PrL)

	<u>Number of districts</u>		Mean (paired difference)	Standard deviation	Paired t-value ^a
	With PrL	Without PrL			
Districts with bargaining	12	1	.000	.112	0.00
Districts without bargaining	12	1			

^aFor significance, t must be greater than 2.18 (t_{.975, 12 d.f.}).

Table 33. Health insurance (HI) greater than coverage of employee only

	<u>Number of districts</u>		Mean (paired difference)	Standard deviation	Paired t-value ^a
	With HI	Without HI			
Districts with bargaining	4	9	.154	.154	1.00
Districts without bargaining	2	11			

^aFor significance, t must be greater than 2.18 (t_{.975, 12 d.f.}).

Table 34. Life insurance (LI)

	Number of districts		Mean (paired difference)	Standard deviation	Paired t-value ^a
	With LI	Without LI			
Districts with bargaining	10	3	.308	.175	1.76
Districts without bargaining	6	7			

^aFor significance, t must be greater than 2.18 ($t_{.975, 12 \text{ d.f.}}$).

Table 35. Disability insurance (DI)

	Number of districts		Mean (paired difference)	Standard deviation	Paired t-value ^a
	With DI	Without DI			
Districts with bargaining	7	6	-.077	.211	-0.37
Districts without bargaining	8	5			

^aFor significance, t must be greater than 2.18 ($t_{.975, 12 \text{ d.f.}}$).

Table 36. Liability insurance (LI)

	Number of districts		Mean (paired difference)	Standard deviation	Paired t-value ^a
	With LI	Without LI			
Districts with bargaining	11	2	-.154	.104	-1.48
Districts without bargaining	13	0			

^aFor significance, t must be greater than 2.18 ($t_{.975, 12 \text{ d.f.}}$).

SUMMARY, CONCLUSIONS AND RECOMMENDATIONS

Summary

Collective bargaining did not result in significantly greater salaries or improved fringe benefits for Iowa teachers from 1973-1975. During these years there was no state bargaining law for teachers, but 16 Iowa districts did have master agreements which were very similar to the relatively new state bargaining law. These 16 districts were included as bargaining districts in this study with 16 comparable, but nonbargaining districts, included as a control group. The districts were subdivided into three enrollment categories (0-1749, 1750-5999, and 6000-over).

Mean dollar expenditures per teacher and per pupil were studied in areas of salaries, instructional costs and other costs. Percent increases from the 1973-74 school year to the 1974-75 school year were analyzed in these same areas by per teacher and per pupil costs. Other expenses relating to training and preparation for negotiations, consultant and fact-finders fees and the person(s) negotiating for the board were also analyzed. Opinions of superintendents and negotiation chairmen were studied and where appropriate were tested by a Chi-square test. Fringe benefits of leaves and insurances were also analyzed. In the tests and analyses of eight basic questions and five supporting hypotheses, no relationship was established between collective bargaining and school expenditures and fringe benefits. The following questions and hypotheses were studied:

Question 1: Have teacher organizations been able to secure larger salary increases through collective bargaining than would have been forthcoming in the absence of bargaining?

Hypothesis 1: There is no significant difference between expenditures for teacher salaries (and salary-related items) by districts with collective bargaining and by districts without collective bargaining.

The mean full-time equivalency salaries were actually higher in the nonbargaining districts as were the mean salaries per pupil with the exception of the largest enrollment category. However, the t-value was not significant at the five percent level and thus the null hypothesis was not rejected.

In an opinion poll, superintendents appeared to support this contention while negotiations chairmen thought bargaining had helped salaries. These differences of opinions were not significant when tested by the Chi-square test.

Question 2: If they have, at whose expense did the increase come?

Hypothesis 2: There is no significant difference between expenditures for nonsalary-related items by districts with collective bargaining and by districts without collective bargaining.

Although question two actually depended upon rejection of hypothesis one, data relating to question two were analyzed. Nonbargaining districts spent a larger mean dollar amount for instructional supplies and other costs per teacher except in the middle enrollment category. Mean expenditures for instructional supplies per pupil were higher in

nonbargaining groups except for the middle enrollment category, while mean expenditures for other costs were higher for bargaining districts except in the lowest enrollment category. However, the t-values were not significant in any test, thus lending further support to the contention that the presence of bargaining had no relationship with the level of expenditures.

Question 3: Were nonsalary-related expenditures increased proportionately with salary-related expenditures?

Hypothesis 3: Expenditures for nonsalary-related items neither increased nor decreased at a disproportionate rate to expenditures for teacher salaries and salary-related items in districts operating under collective bargaining.

Hypothesis 4: Expenditures for nonsalary-related items neither increased nor decreased at a disproportionate rate to expenditures for teacher salaries and salary-related items in districts not operating under collective bargaining.

The mean percent increases were higher for instructional supplies and for other costs than they were for teacher salaries in bargaining and nonbargaining districts. The only exceptions were for instructional supplies in nonbargaining enrollment categories of 0-1749 and 6000-over. Testing hypotheses three and four for significance, it was found that these differences were not significant in the direction of greater teacher salaries, thus the answer to question three would be that nonsalary items increased proportionately with salary-related items.

Question 4: What were the costs of training for negotiations?

Both bargaining and nonbargaining districts were found to have invested money in training personnel for negotiations with the mean average amount per school being slightly over \$1000. Bargaining districts had a slightly higher mean. Obviously, boards and administrators in non-bargaining districts were anticipating and preparing for becoming bargaining districts in the near future under the 1975 Iowa Public Employees Relations Act.

Question 5: What were the costs to the districts during the collective bargaining process?

Expenditures in this category included those of eight districts which hired special personnel to negotiate for the district, those of four districts which had utilized a consultant and those of six districts which had incurred expenses due to fact-finding or arbitration. Costs ranged upwards to \$6000 for negotiators, \$60 per hour for consultants and \$1075 for fact-finding or arbitration. In an opinion poll, 14 of 26 superintendents felt hiring a district negotiator was of great worth, seven felt it would be of some value and five saw little value in it. These differences of opinions were not significant when tested by a Chi-square statistic.

Question 6: How much time did the school administration spend in training and planning for negotiations?

In preparing for the 1974-75 school year superintendents in districts with bargaining spent a mean average of 63 hours in training and

preparation. The same group (during the 1974-75 school year) spent an average of 77 hours each in training and preparation for negotiations. Administrators in nonbargaining districts spent an average of 62 hours, apparently due to anticipation of bargaining under the new state law.

Question 7: How much time was involved for the administration and/or board of education in the actual negotiation process?

The hours spent in actual negotiations by board members ranged from two to ninety-five with hours spent by administrators ranging from six to the same high of ninety-five. The respective means were thirty-three and forty-five hours.

Question 8: How have fringe benefits affected the total budget?

- A. What fringe benefits were added since negotiations began?
- B. How do these fringe benefits compare to fringe benefits in nonnegotiating districts?

Hypothesis 5: There is no significant difference between fringe benefits offered by districts with collective bargaining and by districts without collective bargaining.

Superintendents felt, by a 10-3 margin, that teachers had not received greater fringe benefits under bargaining while negotiations chairmen felt (8-5) that fringes were greater under bargaining. This difference of opinions was not significant when tested by a Chi-square statistic.

There were ten fringes investigated in an attempt to determine

what effect bargaining may have upon them. These fringes were personal leave, sick leave, maternity leave, sabbatical leave, bereavement leave, professional leave, health insurance, life insurance, disability insurance and liability insurance. More bargaining districts than nonbargaining districts had health and life insurance and the specific leaves with the exception of personal leave in which case the number of districts was the same. However, when tested by the t-statistic, none of the differences were significant.

Conclusions

1. Collective bargaining has not been a factor in increased teacher salaries, although teacher negotiations chairmen thought that it was. In fact, mean salaries were greater in nonbargaining districts.
2. Teacher salaries had not increased more under bargaining; the same held true for instructional costs and other costs. Nonbargaining districts actually spent more thus lending further support to the contention that bargaining was not a factor.
3. In both bargaining and nonbargaining districts instructional supplies and other costs expenditures had increased at a greater rate than salaries leading to the conclusion that teacher salary increases did not come at the expense of other areas regardless of whether or not the districts bargained.
4. There were some costs for training but the amounts were minimal, one time, and should not be cause for any alarm. Personnel in

both bargaining and nonbargaining districts expressed a need for training.

5. The costs incurred were minimal for consultants and fact-finders. However, the potential of greater costs would seem to exist if consultants were used extensively. In the case of fact-finding the expense should not be a prime factor in striving to avoid this aspect of negotiations. The only major expense seems to be in the hiring of special personnel to negotiate, but even that was, relatively speaking, minor as the size of the district and the size of the total budget increases.
6. Since bargaining was or will be a continuing part of public education in Iowa, the number of hours administrators spent training and preparing for negotiations does not seem high. Administrators obviously have taken enough interest in the process and practice to allot time for this training and preparation.
7. A considerable amount of time was spent by some board members and administrators in actual negotiations. The possibility of many hours at the table seems to be a reality that comes with bargaining.
8. Bargaining did not appear to make a significant difference on the amounts or number of fringe benefits offered by districts. However, negotiations chairmen believed that bargaining had brought about greater fringe benefits for teachers.

Basic conclusion

From the analysis of the data the only conclusion that can be justifiably reached is that for this sample of districts, under the

given methodology and procedures of selection, collective bargaining was not related to significantly greater school expenditures and fringe benefits other than indirect costs related to time and relatively minor costs of consultants, negotiators and fact-finders.

Discussion

District expenditures

The fact that salaries did not increase more under bargaining was not surprising since the Iowa legislature had placed a ceiling on total expenditures. During these years the state allowable growth was 13 percent. Compared to the state average teacher salary increase of 11.2 percent during the same period, it was obvious that salaries could not feasibly increase at a much greater degree than they did. Also, considering that salaries had not increased more under bargaining and that there was a state imposed ceiling on expenditures, it was not surprising that expenditures for instructional supplies and other costs had not increased more under bargaining nor at greater rates than salaries.

In addition, the fact that Iowa was becoming a bargaining state made the years of this study unusual in the respect that all districts were anticipating becoming bargaining districts. No doubt this could have influenced teacher salary raises--especially if teachers in nonbargaining districts were given higher salaries in a management effort to avoid encouraging teachers from voting to become a bargaining unit.

Related research

The finding that salaries did not increase more under bargaining was consistent with Armistead's study (16) of bargaining in St. Louis County districts. However, it was in direct disagreement with studies

of bargaining and salaries in Michigan districts by Rhemus (70), in United States cities of over 100,000 people by Thornton (88), and in 24 selected districts across the United States by Perry and Wildman (64). In addition, this study was in direct disagreement with Mongue's (56) study of bargaining in Wisconsin districts in that Mongue found that salary items had increased at a significantly greater percent than non-salary items. Thus, for the most part, the evidence from previous studies indicated that salaries increased more under bargaining which was not the case with this study.

Opinions

The opinions on salaries and fringes by superintendents and negotiations chairmen should be of little surprise since both are representing clientele that would expect or at least hope that this would be the case. This is probably even more true of the negotiations chairmen since the showing here could influence the members in deciding whether or not to continue membership in the organization.

Training

With bargaining a reality in education it would seem logical that there will be a need for training personnel and that there will be some costs. The minimal dollar amount of these costs should indicate to other districts that it doesn't take a lot of money to become well-informed. Since it is not costly, failure by the administration to allow time and put forth effort to become extremely knowledgeable in the area of bargaining could place management at a distinct disadvantage at the bargaining table.

Special negotiators

Depending on the size of the district the cost of using special negotiators may or may not be a minimal expenditure. But unless there is a competent negotiator for management it would seem that this amount might be very small in light of the potential damage that could be done if management does a poor job of negotiating.

Time

Bargaining with teachers probably will be time consuming. However, from this study two facts emerge that would seem to make the time spent worthwhile. First, bargaining has not been a cause for greater salaries or more fringe benefits and second, negotiations chairmen seem to think it has and are more likely better satisfied with an added consequence of a more satisfied staff. So, as long as management rights are not given away, this time spent actually would seem to favor management.

Reasons for no relationship

There are several possible reasons why the data did not support any positive relationship between collective bargaining and school expenditures: 1) The Iowa school finance law invoked a ceiling on expenditures based on the number of students in the school. Thus only a limited amount of new dollars were available. 2) The levels of the agreements may not have been as important as the fact of whether or not the district had any type of agreement. 3) The districts selected for the nonbargaining group were comparable in enrollment, assessed valuation per student and socio-economic status which may be overriding

factors. 4) Negotiators may have been inexperienced. 5) There could have been a definite strategy on the part of the union to keep a low profile during the first couple of years of bargaining. 6) By necessity the sample of districts was small. Possibly a larger sample may have indicated some significant differences. 7) There may be no relationships between collective bargaining and school expenditures.

Limitations

There were some obvious weaknesses or areas which could be improved upon if this study were to be repeated. One of these--the small sample size which was not randomly selected--was, of course, mandated by the number of available districts. As the number of bargaining districts increase in Iowa a larger, random, sample could be taken.

Considerable time and space was devoted to teacher salaries, however, salaries of administrators and other staff were not included. Investigation into other groups' salaries and whether or not the group bargained or what relationship there may have been between their salaries and teacher salaries would have given a more thorough picture of the financial situation.

Likewise, opinions of more than just the superintendent and negotiations chairmen and relating to more than salaries and fringes would have been more enlightening in terms of what various groups of people felt about the results. Some of those that could have been included would have been board members, special negotiators, principals who had to administer the contract, teachers working under the contract,

support staff and people within the community. Along this same line a more thorough analyses of what the teacher group had hoped to attain, their feelings of the degree of success and, where possible, verification with factual data of the degree of success would give a more clear picture of whether or not bargaining was effective in areas other than salaries and fringes.

Recommendations

Collective bargaining in education will undoubtedly continue to be an interesting phenomenon in the years ahead. Educators in general, and administrators in particular, should become as knowledgeable as possible in this area.

Recommendations for further research

In Iowa it remains to be seen whether or not the collective bargaining law will produce major changes in the schools. It would seem useful for the Iowa Association of School Boards to make yearly studies of general fund expenditures in relation to those districts with and without bargaining to ascertain if there will be a trend toward greater costs under bargaining as some researchers have indicated. Other areas which are negotiated should also be reviewed statewide annually in searching for any trends toward changes in the power structure within the schools. Individual districts can also do yearly analyses of expenditures and other negotiated areas to check for trends or major changes within the district.

For those desiring to do related research it is suggested that they randomly sample the districts and use a larger sample in order to arrive at a more statistically sound basis for conclusions. Also, with the advent of the bargaining law in Iowa, the problem of ascertaining which districts are bargaining districts and which are not in Iowa is no longer a problem of definition as it was with this research. However, any similar research in states without bargaining laws should be done using the utmost care in defining bargaining and nonbargaining districts. In addition, while the opinions of negotiations chairmen and superintendents were an important aspect of this research it might have proven interesting and beneficial to have collected and analyzed opinions of the board members and the teaching staff not affiliated with the local education association or federation.

Because it is possible that the relative magnitude of per pupil costs may have an emotional impact upon bargaining, subsequent researchers may wish to classify districts by this variable. That is to say, high unit cost districts may resist salary raises more successfully because of public opinion and pressure.

Recommendations for practice

Management negotiators have a large responsibility in bargaining. From the opinion portion of this investigation it appears that they should anticipate teacher organization representatives holding opinions more favorable toward the impact of bargaining on salary raises and fringe benefits. Obviously, their leadership roles and continued following depend upon it. Perhaps it will be effective bargaining strategy to go along with this point of view despite the fact that results from this study indicate that it is a myth.

BIBLIOGRAPHY

1. Administration and Finance Division. Report of the division. General fund expenditure computation, 1967-68 data. Des Moines, Iowa: Department of Public Instruction, January, 1969.
2. Administration and Finance Division. Report of the division. General fund expenditure computation, 1968-69 data. Des Moines, Iowa: Department of Public Instruction, January, 1970.
3. Administration and Finance Division. Report of the division. General fund expenditure computation, 1969-70 data. Des Moines, Iowa: Department of Public Instruction, January, 1971.
4. Administration and Finance Division. Report of the division. General fund expenditure computation, 1970-71 data. Des Moines, Iowa: Department of Public Instruction, January, 1972.
5. Administration and Finance Division. Report of the division. General fund expenditure computation, 1971-72 data. Des Moines, Iowa: Department of Public Instruction, January, 1973.
6. Administration and Finance Division. Report of the division. General fund expenditure computation, 1972-73 data. Des Moines, Iowa: Department of Public Instruction, January, 1974.
7. Administration and Finance Division. Report of the division. General fund expenditure computation, 1973-74 data. Des Moines, Iowa: Department of Public Instruction, January, 1975.
8. Administration and Finance Division. Report of the division. Iowa public school data, high school districts, 1967-68 data. Des Moines, Iowa: Department of Public Instruction, January, 1969.
9. Administration and Finance Division. Report of the division. Iowa public school data, high school districts, 1968-69 data. Des Moines, Iowa: Department of Public Instruction, January, 1970.
10. Administration and Finance Division. Report of the division. Iowa public school data, high school districts, 1969-70 data. Des Moines, Iowa: Department of Public Instruction, January, 1971
11. Administration and Finance Division. Report of the division. Iowa public school data, high school districts, 1970-71 data. Des Moines, Iowa: Department of Public Instruction, January, 1972.

12. Administration and Finance Division. Report of the division. Iowa public school data, high school districts, 1971-72 data. Des Moines, Iowa: Department of Public Instruction, January, 1973.
13. Administration and Finance Division. Report of the division. Iowa public school data, high school districts, 1972-73 data. Des Moines, Iowa: Department of Public Instruction, January, 1974.
14. Administration and Finance Division. Report of the division. Iowa public school data, high school districts, 1973-74 data. Des Moines, Iowa: Department of Public Instruction, January, 1975.
15. Anderson, Lester W., and Van Dyke, Lauren A. Secondary school administration. 2nd ed. Boston: Houghton Mifflin Company, 1972.
16. Armistead, Elma Irene. The budgetary impact among selected St. Louis County school districts. Unpublished Ph.D. thesis. St. Louis University, St. Louis, Missouri, 1970.
17. Barberio, Anthony. Problems and proposals. School finance in Iowa, Iowa state education research unit report to 1973 delegate assembly. ISEA, Des Moines, January, 1973.
18. Beal, Wayne R. About that cost of living. Iowa School Board Dialogue 25, No. 1, pp. 2-8. July-August, 1974.
19. Bieber, Fred. Provisions for improving educational programs in selected negotiated contracts. Unpublished Ed.D. thesis. Arizona State University, Flagstaff, Arizona, 1974.
20. Blysem, Donald and Blackburn, Robert T. Changes in faculty governance and faculty welfare: Some empirical consequences of collective negotiations. University of Michigan, Ann Arbor, Michigan, 1971
21. Campbell, James A. Small item expenditures and school quality--a cost-quality study. Unpublished Ed.D. project. Teachers' College, Columbia University, New York, 1956.
22. Collective Bargaining. Iowa Association of School Boards Hotline 4, No. 5, April 13, 1973.
23. Davey, Harold W. Contemporary collective bargaining. 3rd ed. Englewood Cliffs, New Jersey: Prentice-Hall, Inc., 1972.
24. Degregorio, John F. The relationship of the use of outside professional negotiations in collective negotiations in education and impasse. Unpublished Ph.D. thesis. New York University, New York City, 1973.

25. Faculty collective bargaining in post secondary institutions: The impact on the campus and the state. Wellesley, Massachusetts: Higher Education Services Division, 1972.
26. Fleishman, William Edward. A case study of collective bargaining for public school teachers in Detroit Michigan. Unpublished Ph.D. thesis. University of Michigan, Ann Arbor, 1971.
27. Furno, Orlando F., and Cuneo, Paul K. Cost of education index. School Management 15, No. 1 (January, 1971): 10-48.
28. Gilroy, Thomas P., Sinicropi, Anthony V., Stone, Franklin D., and Urich, Theodore R. Educator's guide to collective negotiations. Columbus: Charles E. Merrill Publishing Co., 1969.
29. Granof, Michael H. How to cost your labor contract. Washington, D.C.: The Bureau of National Affairs, Inc., 1973.
30. Growth of teacher contracts: 1966-1973. Negotiation Research Digest 7, No. 5, (January, 1974): 15-16.
31. Guidelines for effective representation of teachers. Washington, D.C.: National Education Association, 1969.
32. Gustman, Alan L., and Segal, Martin. Wages, wage supplements, and the interaction of union bargains in the construction industry. Industrial and Labor Relations Review 25, No. 2 (1972): 179-185.
33. Haefner, John H., Bruce, Harold R. and Carr, Robert K. Our living government. Chicago: Scott Foresman and Company, 1964.
34. Hall, W. Clayton, and Carroll, Norman E. The effect of teachers' organizations on salaries and class size. Industrial and Labor Relations Review 26, No. 2 (1973): 834-841.
35. Handbook for local affiliated association professional negotiation committee. Des Moines: Iowa State Education Association, July, 1970.
36. Helman, Lawrence J., and Reiner, Charles T. A study of contractual arrangement between professional and service organizations and local boards of education in Catskill area school for the year 1969-1970. Oneonta, N.Y.: Catskill Area School Study Council, November, 1969.
37. Henle, Peter. Reverse collective bargaining? A look at some union concession situations. Industrial Labor Relations Review 26, No. 3 (1973): 956-968.

38. How to use the cost of education index. *School Management for the Business of Education* 18, No. 1 (1974): 16.
39. Iowa Code, chapter 20, Iowa Public Employment Relations Act, 1975.
40. Johns, Roe L., and Morphet, Edgar L. *Financing the public schools*. Englewood Cliffs, N.J.: Prentice-Hall, Inc., 1960.
41. Johnson, Le Roy Eugene. *The role of the principal in collective negotiations as perceived by Iowa educators and board members*. Unpublished Ph.D. dissertation. Iowa State University, Ames, 1972.
42. Kasper, Herschel. *The effects of collective bargaining on public school teachers' salaries*. *Industrial and Labor Relations Review* 24 (October, 1970): 57-71.
43. Kerlinger, Fred N. *Foundations of behavioral research: Educational and psychological inquiry*. New York: Holt, Rinehart and Winston, Inc., 1964.
44. Kershen, Harry. *After you've signed the contract, what's next?* *Journal of Collective Negotiating in the Public Sector* 3 (Winter, 1974): 41-48.
45. Kieft, Raymond N. *Collective bargaining: It's impact for institutional research*. Central Michigan University: Mount Pleasant Office of Instruction and Research, April, 1973.
46. Kirk, Eugene Francis. *A theoretical and empirical study of the impact of collective negotiations on public school teachers' salaries in the commonwealth of Massachusetts*. Unpublished Ph.D. dissertation. Boston College, 1974.
47. Knezevich, Stephen J. *Administration of public education*. 2nd ed. New York: Harper & Row, Publishers, 1969.
48. Lieberman, Myron. *Negotiations with teachers an expert tells school boards: Avoid these costly mistakes*. *School Management* 13, No. 2 (February, 1969): 36-88, 42, 44.
49. Lincoln Library of Social Studies. *Labor Relations*. Vol. 2. Columbus, Ohio: The Frontier Press Company, 1972.
50. Mallas, Kenneth Murial. *A study of the influence of legislation on the role of school superintendent in collective negotiation between teachers and boards of education of selective schools in Iowa, Minnesota, and Nebraska*. Unpublished Ph.D. dissertation. Iowa State University, Ames, 1972.

51. The Management Education Center, Inc. Collective negotiations for school management: Course outline. A report. Whitmore Lake, Michigan: Management Education Center, Inc., 1972.
52. Michigan. Public Acts, Nos. 379, 423, 211, Sec. 11. State of Michigan, 1965.
53. Michler, Robert Arnold. A study of the effect of impasse during collective bargaining on negotiated salaries of teachers. Unpublished Ph.D. dissertation. Syracuse University, 1973.
54. Miller, Wayne S. Economic aspects of collective bargaining in a highly unionized full-employment economy. Unpublished Master's thesis. Iowa State University, Ames, 1950.
55. Miller, William C., and Neubury, David N. Teacher negotiation: A guide for bargaining teams. West Nyach: Parker Publishing Company, Inc., 1970.
56. Mongue, Felix Joseph. The effect of negotiation on instructional cost. Unpublished Ph.D. dissertation. University of Wisconsin, 1972.
57. National Education Finance Project. Future directions for school financing: A response to demands for fiscal equality in American education. Gainesville, Fla.: U.S. Dept. of Health, Education, and Welfare, 1971.
58. Negotiation Research Digest 7, No. 4, December, 1973, pp. 20-23.
59. Negotiations, attorneys take over bargaining. Education, U.S.A. 16 (March 25, 1974): 165.
60. Ney, James. A historic pay pact for teachers: Master contract in Davenport. Des Moines Sunday Register, September 8, 1974, pp. 1, 3.
61. Nolte, M. Chester. Status and scope of collective bargaining in public education. State of the Knowledge Series No. 6, Oregon University, 1970.
62. O'Neil, Roy J. School management perceptions of success of negotiations as a function of costs in selected Illinois school districts. Unpublished Ph.D. dissertation. Northern Illinois University, 1970.
63. Parnes, Herbert S., and others. The pre-retirement years: A longitudinal study of the labor market experience of men. Vol. 3. Columbus: Ohio State University, 1972.

64. Perry, Charles R., and Wesley A. Wildman. The impact of negotiations in public education: The evidence from schools. Worthington, Ohio: Charles A. Jones Publishing Company, 1970.
65. Pollack, Rubin. What this year's cost of education index shows. School Management for the Business of Education 18 (January, 1974): 14-15, 65.
66. Professional negotiation background information, Des Moines, Iowa. Des Moines: Iowa State Education Association, 1974.
67. Professional negotiation with school boards. Report of the association. Washington, D.C.: National Education Association, 1965.
68. Proposal legislative resolutions. Report of the association. Des Moines: Iowa Association of School Boards, September, 1973.
69. Quinn, Cornelius P. Information from a negotiations workshop in Marshalltown, Iowa, November 20, 1973. (Whitmore Lake, Mich., 1973).
70. Rhemus, Charles and Evan Wilner. The economic results of teacher bargaining: Michigan's first two years. University of Michigan and Wayne State University: Institute of Labor and Industrial Relations, 1968.
71. Rodeen, Gordon Erwin. Educational expenditures and teacher negotiations in selected Wisconsin school districts. Unpublished Ph.D. dissertation. University of Wisconsin, 1970.
72. Rogers and Phillips Law Firm and Iowa Association of School Boards. An analysis of SF 531, the public employment relations act. Des Moines: Iowa Association of School Boards, August, 1973.
73. Rogers and Phillips Law Firm and Iowa Association of School Boards. Review, analysis and comments on Senate File 531, Public employment relations act. Des Moines: Iowa Association of School Boards, October, 1973.
74. School management for the business of education. The Cost of Education Index 18, No. 1 (1974): 18-19.
75. Sheehan, Pete. Why the money ran out in Youngstown. Phi Delta Kappan 51 (March, 1969): 118-121.
76. Shreeve, William. Negotiations in public education. Cheney, Wash.: Eastern Washington State College, 1969.
77. Siegel, Sidney. Non-parametric statistics for the behavior science. New York: McGraw-Hill Book Co., 1952.

78. Smart, John C., and Samuel A. Rodgers. Colleges with collective bargaining agreements: Are they different? Research in Higher Education 1 (January, 1973): 35-42.
79. Smith, Augustus H. Economics for out times. 4th ed. New York: McGraw-Hill Book Co., Webster Division, 1966.
80. Snedecor, George W., and Cochran, William G. Statistical methods. 4th ed. Ames, Iowa: The Iowa State University Press, 1967.
81. Some very plain talk about your district and collective bargaining. American School Board Journal 160 (September, 1973): 30-35.
82. Spiegel, Murray R. Schaum's outline of theory and problems of statistics. Schaum's outline series. New York: McGraw-Hill Book Co., 1961.
83. Staudohar, Paul D. Fact-finding for settlement of teacher labor disputes. Phi Delta Kappan 51 (August, 1970): 422-425.
84. Stevens, Carl M. Report of committee N. AAUP Bulletin 59 (February, 1973): 165-166.
85. Suzzallo, Henry. Speech. Washington, D.C.: National Education Association, 1913. 365.
86. Swaine, Joseph. National Education Association Proceedings. Washington, D.C.: NEA, 1918.
87. Swidensky, Robert. Trade unions and the rate of change of money wages in Canada, 1953-1970. Industrial Labor Relations Review 25 (March, 1972): 363-375.
88. Thornton, Robert J. Collective negotiating and teacher salaries: A survey of the evidence. ERIC ED 075 360, 1972.
89. Thornton, Robert J. The effects of collective negotiations on teachers' salaries. Quarterly Review of Economics and Business 11, No. 4 (Winter, 1971): 37-46.
90. Underwood, Kenneth E. Don't force your administrators to work against you. American School Board Journal 157 (May, 1969): 40.
91. Uniform financial accounting for Iowa schools. Department of Public Instruction Research Bulletin Number 1000, December, 1963.
92. Van Ness, Ross Howard. The role of collective negotiations in the accreditation of high schools by the north central association of colleges and secondary schools. Unpublished Ph.D. dissertation. University of Michigan, 1970.

93. Van Zwoll, James A. School personnel administration. New York, N.Y.: Appleton-Century-Crofts, 1964.
94. Wages under collective bargaining. Survey of Current Business 104 (June, 1975): 4-7.
95. Weedy, Gilbert R. Administering a negotiated contract. Reston, Virginia: National Association of School Principals, 1973.
96. What would things be like if teachers, not boards, made policy? American School Board Journal 157 (April, 1969): 32.
97. Williams, Melvin Earl. A descriptive study of the salary, fringe benefits and patterns of negotiation of the non-instructional employees in thirteen Ohio school districts for 1970-71. Unpublished Ph.D. dissertation. University of Massachusetts, 1971.
98. Wolvik, Joseph. School superintendent's perceptions of the effects of state finance legislation upon school programs. Unpublished Ph.D. dissertation. Iowa State University, Ames, Iowa, 1973.

ACKNOWLEDGMENTS

The writer would like to thank his committee--Dr. Harold Dilts, Dr. Walter Hart, Dr. Roy Hickman, and Dr. Richard Warren--for their assistance in this research. A special thanks goes to Dr. Richard P. Manatt, major professor--not only for his assistance--but also for his continued support and encouragement.

Appreciation is extended to Dr. Rex Thomas for his assistance in programming the data, to Mrs. Gwen Ethington for her excellent job of typing, to the numerous individuals who helped devise the questionnaire and to the superintendents and negotiations chairmen who supplied data for this research.

APPENDIX

THE RELATIONSHIP BETWEEN COLLECTIVE
BARGAINING AND SCHOOL DISTRICT
EXPENDITURES

Please Return Completed Questionnaire to H. Gary Keplinger Box 156 Radcliffe, Iowa 50230
--

School District _____

Person Completing this Questionnaire _____ Position _____

Part I: Chief Negotiator and the Negotiations Team

1. Has special personnel been hired to be chief negotiator for management?

Yes

No

2. If the answer to question one was yes, what was (is) the cost for hiring the chief negotiator?

\$ _____ contracted as full-time employee

\$ _____ per session

\$ _____ retainer for the entire process

\$ _____ other (please specify)

- 2b. Are expenses paid in addition to the above?

Yes, \$ _____ amount this past year

No

- 2c. The special personnel hired as a chief negotiator is

Regular school district lawyer

Outside lawyer

Professional negotiator

Other (please explain)

3. If the answer to question one was no, what position does the chief negotiator hold?

4. How valuable do you feel hiring a specialized negotiator is or will be?

Great value

Some value

Little value

5. Has your district hired a consultant (not chief negotiator)?

Yes

No

6. If the answer to number five was yes, is this person a

Professional negotiations consultant

Regular school district lawyer

Outside lawyer

Other (please explain)

7. What is the cost of consultant fees and expenses?

\$ _____ per session

\$ _____ retainer for the entire process

\$ _____ other (please specify)

Items 8-11 pertain to negotiations as they existed in your district in 1974-75 in reaching an agreement with the teachers' organization for the 1975-76 school year.

8. Did your district use an outside fact-finder, mediator or arbitrator?

Yes

No

9. If the answer to question eight was yes, what was the total cost to the district for this service?

\$ _____

10. Board team description for 1974-75 actual negotiations:

Outside Negotiator _____ Total cost to the district \$ _____

Superintendent: Was he/she part of the team?

Yes

No

Approximate time spent planning and preparing for sessions: _____ hrs.

Approximate time spent in actual negotiation sessions: _____ hrs.

1974-75 contract salary: \$ _____

Length of contract: _____ days; Average hours worked per week: _____ hrs.

Positions of Other Team Members	Hours Preparing for Negotiations	Hours Negotiating	Contract Salary	Contract Length	Ave. Hrs. Work per Week for the dist.
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

11. Other than the teachers, with what organized groups within the district's jurisdiction did the Board's team negotiate?

12. What was the total cost to the district on research and training for negotiations this past year (include workshops, travel, lodging, etc.)? \$ _____

13. Board team description for 1975-76 negotiations:

Outside Negotiator _____ Total cost to the district \$ _____

Superintendent: Is he/she part of the team?

Yes

No

Approximate time spent on research and training this past year: _____ hrs.

Approximate time spent on independent study on any phase of negotiations: _____ hrs.

1974-75 contract salary: \$ _____

Length of contract: _____ days; Average hours worked per week: _____ hrs.

Positions of Other Team Members	Hours Training	1974-75 Contract Salary	Contract Length	Ave. Hrs. Work Per Week for the District
_____	_____	\$ _____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Part II: Teacher Organization Negotiators

1. Does your district compensate teachers directly involved in negotiations in any of the following manners (please check)?

___ reduced class load

___ released time

___ cost of substitute while teacher attends negotiations meetings or workshops

___ registration and travel expenses to teachers attending negotiations meetings or workshops

___ other (please specify)

2. Has the teacher organization obtained the services of an outside negotiator?

Yes

No

3. Has the teacher organization obtained the services of an outside consultant?

Yes

No

Part III: Fringe Benefits

Leaves: Please list the number of days allowed per year and/or accumulative

personal	_____	other (please specify)	_____	_____
sick	_____		_____	_____
maternity	_____		_____	_____
sabbatical	_____		_____	_____
bereavement	_____		_____	_____
professional	_____		_____	_____

Insurance: Please list the amount

health	_____	other (please specify)	_____	_____
life	_____		_____	_____
disability	_____		_____	_____
liability	_____		_____	_____

Other Fringes (please specify):

Part IV: Opinions (answer only if your district operated under a formal negotiations agreement this past year)

1. Do you feel teacher salaries increased more than they would have under a less formal agreement?

Yes

No

2. Do you feel teacher fringe benefits increased more than they would have under a less formal agreement?

Yes

No

3. What, if anything, do you feel was postponed, cancelled or adjusted in order to compensate for increases in the areas of teacher salaries and fringe benefits?

Part V: General Fund Expenditures

Most of this information will be obtained through the State Department of Public Instruction; however, the general fund categorical totals will not be available for some time for this past year.

Please send a photocopy of page 4 of the 1974-75 secretaries annual report.

Thank you for taking the time and effort to complete this questionnaire. A copy of the results will be sent upon request.

THE RELATIONSHIP BETWEEN COLLECTIVE
BARGAINING AND SCHOOL DISTRICT
EXPENDITURES

Please Return Completed
Questionnaire to
H. Gary Keplinger
Box 156
Radcliffe, Iowa 50230

1. Was there a formal negotiations agreement between the teachers' organization and the school district in the 1974-75 school year?

Yes

No

For answers of yes:

2. Do you feel teacher salaries increased more than they would have under a less formal agreement?

Yes

No

3. Do you feel teacher fringe benefits increased more than they would have under a less formal agreement?

Yes

No

4. What, if anything, do you feel was postponed, cancelled or adjusted in order to compensate for increases in the above areas?

IOWA PUBLIC EMPLOYMENT RELATIONS ACT
Chapter 20, 1975 Code of Iowa

SECTION 1. NEW SECTION. Public policy. The general assembly declares that it is the public policy of the state to promote harmonious and cooperative relationships between government and its employees by permitting public employees to organize and bargain collectively; to protect the citizens of this state by assuring effective and orderly operations of government in providing for their health, safety, and welfare; to prohibit and prevent all strikes by public employees; and to protect the rights of public employees to join or refuse to join, and to participate in or refuse to participate in, employee organizations.

SEC. 2. NEW SECTION. Title. This Act shall be known as the "Public Employment Relations Act".

SEC. 3. NEW SECTION. Definitions. When used in this Act, unless the context otherwise requires:

1. "Public employer" means the state of Iowa, its boards, commissions, agencies, departments, and its political subdivisions including school districts and other special purpose districts.

2. "Governing body" means the board, council, or commission, whether elected or appointed, of a political subdivision of this state, including school districts and other special purpose districts, which determines the policies for the operation of the political subdivision.

3. "Public employee" means any individual employed by a public employer, except individuals exempted under the provisions of section four (4) of this Act.

4. "Employee organization" means an organization of any kind in which public employees participate and which exists for the primary purpose of representing public employees in their employment relations.

5. "Board" means the public employment relations board established under section five (5) of this Act.

6. "Strike" means a public employee's refusal, in concerted action with others, to report to duty, or his willful absence from his position, or his stoppage of work, or his abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of public employment.

7. "Confidential employee" means any public employee who works in the personnel offices of a public employer or who has access to information subject to use by the public employer in negotiating or who works in a close continuing working relationship with public officers or representatives associated with negotiating on behalf of the public employer.

“Confidential employee” also includes the personal secretary of any of the following: any elected official or person appointed to fill a vacancy in an elective office, member of any board or commission, the administrative officer, director, or chief executive officer of a public employer or major division thereof, or the deputy or first assistant of any of the foregoing.

8. “Mediation” means assistance by an impartial third party to reconcile an impasse between the public employer and the employee organization through interpretation, suggestion, and advice.

9. “Arbitration” means the procedure whereby the parties involved in an impasse submit their differences to a third party for a final and binding decision or as provided in this Act.

10. “Impasse” means the failure of a public employer and the employee organization to reach agreement in the course of negotiations.

11. “Professional employee” means any one of the following:

a. Any employee engaged in work:

(1) Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work;

(2) Involving the consistent exercise of discretion and judgment in its performance;

(3) Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; and

(4) Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes.

b. Any employee who (i) has completed the courses of specialized intellectual instruction and study described in subparagraph four (4) of paragraph a of this subsection, and (ii) is performing related work under the supervision of a professional person to qualify himself or herself to become a professional employee as defined in paragraph a of this subsection.

12. “Fact-finding” means the procedure by which a qualified person shall make written findings of fact and recommendations for resolution of an impasse.

SEC. 4. NEW SECTION. Exclusions. The following public employees shall be excluded from the provisions of this Act:

1. Elected officials and persons appointed to fill vacancies in elective offices, and members of any board or commission.

2. Representatives of a public employer, including the administrative officer, director, or chief executive officer of a public employer or major division thereof as well as his deputy, first assistant, and any supervisory employees.

Supervisory employee means any individual having authority in the interest of the public employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other public employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. All school

superintendents, assistant superintendents, principals, and assistant principals shall be deemed to be supervisory employees.

3. Confidential employees.

4. Students working as part-time public employees twenty hours per week or less, except graduate or other post-graduate students in preparation for a profession who are engaged in academically related employment as a teaching, research, or service assistant.

5. Temporary public employees employed for a period of four months or less.

6. Commissioned and enlisted personnel of the Iowa national guard.

7. Judges of the supreme court, district judges, district associate judges, and judicial magistrates, and the employees of such judges and courts.

8. Patients and inmates employed, sentenced, or committed to any state or local institution.

9. Persons employed by the state department of justice.

10. Persons employed by the commission for the blind.

SEC. 5. NEW SECTION. Public employment relations board.

1. There is established a board to be known as the public employment relations board. The board shall consist of three members appointed by the governor, with approval of two-thirds of the senate. No more than two members shall be of the same political affiliation and no member shall engage in any political activity while holding office and the members shall devote full time to their duties.

Each member shall be appointed for a term of four years, except that of the members first appointed, two members shall be appointed for a term of two years commencing July 1, 1974 and ending June 30, 1976, and one member shall be appointed for a term of four years commencing July 1, 1974 and ending June 30, 1978.

The member first appointed for a term of four years shall serve as chairman and each of his successors shall also serve as chairman.

2. Any vacancy on the commission which may occur when the general assembly is not in session shall be filled by appointment by the governor, which appointment shall expire at the end of thirty days following the convening of the next session of the general assembly. Prior to the expiration of the thirty-day period, the governor shall transmit to the senate for its approval the name of the appointee for the unexpired portion of the regular term. Any vacancy occurring when the general assembly is in session shall be filled in the same manner as regular appointments are made, and before the end of such session, and for the unexpired portion of the regular term.

3. In selecting the members of the board, consideration shall be given to their knowledge, ability, and experience in the field of labor-management relations. The chairman shall receive an annual salary of twenty-four thousand (24,000) dollars. The remaining two members shall each receive an annual salary equal to ninety percent of the salary received by the chairman.

4. The board may employ such persons as are necessary for the performance of its functions. Personnel of the board shall be employed pursuant to the provisions of chapter nineteen A (19A) of the Code.

5. Members of the board and other employees of the board shall be allowed their actual and necessary expenses incurred in the perform-

ance of their duties. All expenses and salaries shall be paid from appropriations for such purposes and the board shall be subject to the budget requirements of chapter eight (8) of the Code.

SEC. 6. NEW SECTION. General powers and duties of the board.
The board shall:

1. Administer the provisions of this Act.
2. Collect, for public employers other than the state and its boards, commissions, departments, and agencies, data and conduct studies relating to wages, hours, benefits and other terms and conditions of public employment and make the same available to any interested person or organization.
3. Maintain, after consulting with employee organizations and public employers, a list of qualified persons representative of the public to be available to serve as mediators and arbitrators and establish their compensation rates.
4. Hold hearings and administer oaths, examine witnesses and documents, take testimony and receive evidence, issue subpoenas to compel the attendance of witnesses and the production of records, and delegate such power to a member of the board, or persons appointed or employed by the board, including hearing officers for the performance of its functions. The board may petition the district court at the seat of government or of the county wherein any hearing is held to enforce a board order compelling the attendance of witnesses and production of records.
5. Adopt rules and regulations in accordance with the provisions of chapter seventeen A (17A) of the Code as it may deem necessary to carry out the purposes of this Act.

SEC. 7. NEW SECTION. Public employer rights. Public employers shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

SEC. 8. NEW SECTION. Public employee rights. Public employees shall have the right to:

1. Organize, or form, join, or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.

3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this Act or any other law of the state.

4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments or service fees of any type.

SEC. 9. NEW SECTION. Scope of negotiations. The public employer and the employee organization shall meet at reasonable times, including meetings reasonably in advance of the public employer's budget-making process, to negotiate in good faith with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training and other matters mutually agreed upon. Negotiations shall also include terms authorizing dues checkoff for members of the employee organization and grievance procedures for resolving any questions arising under the agreement, which shall be embodied in a written agreement and signed by the parties. If an agreement provides for dues checkoff, a member's dues may be checked off only upon the member's written request and the member may terminate the dues checkoff at any time by giving thirty days written notice. Such obligation to negotiate in good faith does not compel either party to agree to a proposal or make a concession.

Nothing in this section shall diminish the authority and power of the merit employment department, board of regents' merit system, educational radio and television facility board's merit system, or any civil service commission established by constitutional provision, statute, charter or special act to recruit employees, prepare, conduct, and grade examinations, rate candidates in order of their relative scores for certification for appointment or promotion or for other matters of classification, reclassification or appeal rights in the classified service of the public employer served.

The public employee retirement systems provided under chapters ninety-seven A (97A), ninety-seven B (97B), four hundred ten (410), and four hundred eleven (411) of the Code shall be excluded from the scope of negotiations.

SEC. 10. NEW SECTION. Prohibited practices.

1. It shall be a prohibited practice for any public employer, public employee, or employee organization to willfully refuse to negotiate in good faith with respect to the scope of negotiations as defined in section nine (9) of this Act.

2. It shall be a prohibited practice for a public employer or his designated representative willfully to:

a. Interfere with, restrain, or coerce public employees in the exercise of rights granted by this Act.

b. Dominate or interfere in the administration of any employee organization.

c. Encourage or discourage membership in any employee organization, committee, or association by discrimination in hiring, tenure, or other terms or conditions of employment.

d. Discharge or discriminate against a public employee because he has filed an affidavit, petition, or complaint or given any information or testimony under this Act, or because he has formed, joined, or chosen to be represented by any employee organization.

e. Refuse to negotiate collectively with representatives of certified employee organizations as required in this Act.

f. Deny the rights accompanying certification or exclusive recognition granted in this Act.

g. Refuse to participate in good faith in any agreed upon impasse procedures or those set forth in this Act.

h. Engage in a lockout.

3. It shall be a prohibited practice for public employees or an employee organization or for any person, union, or organization or their agents willfully to:

a. Interfere with, restrain, coerce, or harass any public employee with respect to any of his rights under this Act or in order to prevent or discourage his exercise of any such right, including, without limitation, all rights under section eight (8) of this Act.

b. Interfere, restrain, or coerce a public employer with respect to rights granted in this Act or with respect to selecting a representative for the purposes of negotiating collectively on the adjustment of grievances.

c. Refuse to bargain collectively with a public employer as required in this Act.

d. Refuse to participate in good faith in any agreed upon impasse procedures or those set forth in this Act.

e. Violate section twelve (12) of this Act.

f. Violate the provisions of chapter seven hundred thirty-six B (736B), sections one (1), two (2) and three (3) of the Code, which are hereby made applicable to public employers, public employees and public employee organizations.

g. Picket in a manner which interferes with ingress and egress to the facilities of the public employer.

h. Engage in, initiate, sponsor or support any picketing that is performed in support of a strike, work stoppage, boycott or slowdown against a public employer.

i. Picket for any unlawful purpose.

4. The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of any unfair labor practice under any of the provisions of this Act, if such expression contains no threat of reprisal or force or promise of benefit.

SEC. 11. NEW SECTION. Prohibited practice violations.

1. Proceedings against a party alleging a violation of section ten (10) of this Act, shall be commenced by filing a complaint with the board within ninety days of the alleged violation causing a copy of the complaint to be served upon the accused party in the manner of an original notice as provided in this Act. The accused party shall have ten days within which to file a written answer to the complaint. However, the board may conduct a preliminary investigation of the alleged violation, and if the board determines that the complaint has no basis in fact, the board may dismiss the complaint. The board shall promptly thereafter set a time and place for hearing in the

county where the alleged violation occurred. The parties shall be permitted to be represented by counsel, summon witnesses, and request the board to subpoena witnesses on the requestor's behalf. Compliance with the technical rules of pleading and evidence shall not be required.

2. The board may designate a hearing officer to conduct the hearing. The hearing officer shall have such powers as may be exercised by the board for conducting the hearing and shall follow the procedures adopted by the board for conducting the hearing. The decision of the hearing officer may be appealed to the board and the board may hear the case de novo or upon the record as submitted before the hearing officer, utilizing procedures governing appeals to the district court in this section so far as applicable.

3. The board shall appoint a certified shorthand reporter to report the proceedings and the board shall fix the reasonable amount of compensation for such service, which amount shall be taxed as other costs.

4. The board shall file its findings of fact and conclusions of law. If the board finds that the party accused has committed a prohibited practice, the board may, within thirty days of its decision, enter into a consent order with the party to discontinue the practice, or petition the district court for injunctive relief pursuant to chapter six hundred sixty-four (664) of the Code.

5. Any party aggrieved by any decision or order of the board may within ten days from the date such decision or order is filed, appeal therefrom to the district court of the county in which the hearing was held, by filing with the board a written notice of appeal setting forth in general terms the decision appealed from and the grounds of the appeal. The board shall forthwith give notice to the other parties in interest.

6. Within thirty days after a notice of appeal is filed with the board, it shall make, certify, and file in the office of the clerk of court to which the appeal is taken, a full and complete transcript of all documents in the case, including any depositions and a transcript or certificate of the evidence together with the notice of appeal.

7. The appeal shall be triable at any time after the expiration of twenty days from the date of filing the transcript by the board and after twenty days notice in writing by either party and the board upon the other.

8. The transcript as certified and filed by the board shall be the record on which the appeal shall be heard, and no additional evidence shall be heard. In the absence of fraud, the findings of fact made by the board shall be conclusive if supported by substantial evidence on the record considered as a whole.

9. Any order or decision of the board may be modified, reversed, or set aside on one or more of the following grounds and on no other:

- a. If the board acts without or in excess of its powers.
- b. If the order was procured by fraud or is contrary to law.
- c. If the facts found by the board do not support the order.
- d. If the order is not supported by a preponderance of the competent evidence on the record considered as a whole.

10. When the district court, on appeal, reverses or sets aside an order or decision of the board, it may remand the case to the board for further proceedings in harmony with the holdings of the court, or it may enter the proper judgment, as the case may be. Such judgment or

decree shall have the same force and effect as if action had been originally brought and tried in said court. The assessment of costs in such appeals shall be in the discretion of the court.

11. An appeal may be taken to the supreme court from any final order, judgment, or decree of the district court.

SEC. 12. NEW SECTION. Strikes prohibited.

1. It shall be unlawful for any public employee or any employee organization, directly or indirectly, to induce, instigate, encourage, authorize, ratify, or participate in a strike against any public employer.

2. It shall be unlawful for any public employer to authorize, consent to, or condone a strike; or to pay or agree to pay any public employee for any day in which the employee participates in a strike; or to pay or agree to pay any increase in compensation or benefits to any public employee in response to or as a result of any strike or any act which violates subsection one (1) of this section. It shall be unlawful for any official, director, or representative of any public employer to authorize, ratify, or participate in any violation of this subsection. Nothing in this subsection shall prevent new or renewed bargaining and agreement within the scope of negotiations as defined by this Act, at any time after such violation of subsection one (1) has ceased; but it shall be unlawful for any public employer or employee organization to bargain at any time regarding suspension or modification of any penalty provided in this section or regarding any request by the public employer to a court for such suspension or modification.

3. In the event of any violation or imminently threatened violation of subsection one (1) or two (2) of this section, any citizen domiciled within the jurisdictional boundaries of the public employer may petition the district court for the county in which the violation occurs or the district court for Polk county for an injunction restraining such violation or imminently threatened violation. Chapter six hundred sixty-four (664) of the Code and the pertinent rules of civil procedure regarding injunctions shall apply. However, the court shall grant a temporary injunction if it appears to the court that a violation has occurred or is imminently threatened; the plaintiff need not show that the violation or threatened violation would greatly or irreparably injure him; and no bond shall be required of the plaintiff unless the court determines that a bond is necessary in the public interest. Failure to comply with any temporary or permanent injunction granted pursuant to this section shall constitute a contempt punishable pursuant to chapter six hundred sixty-five (665) of the Code. The punishment shall not exceed five hundred dollars for an individual, or ten thousand dollars for an employee organization or public employer, for each day during which the failure to comply continues, or imprisonment in a county jail not exceeding six months, or both such fine and imprisonment. An individual or an employee organization which makes an active good faith effort to comply fully with the injunction shall not be deemed to be in contempt.

4. If a public employee is held to be in contempt of court for failure to comply with an injunction pursuant to this section, or is convicted of violating this section, he shall be ineligible for any employment by the same public employer for a period of twelve months. His public

employer shall immediately discharge him, but upon his request the court shall stay his discharge to permit further judicial proceedings.

5. If an employee organization or any of its officers is held to be in contempt of court for failure to comply with an injunction pursuant to this section, or is convicted of violating this section, the employee organization shall be immediately decertified, shall cease to represent the bargaining unit, shall cease to receive any dues by checkoff, and may again be certified only after twelve months have elapsed from the effective date of decertification and only after a new compliance with section fourteen (14) of this Act. The penalties provided in this section may be suspended or modified by the court, but only upon request of the public employer and only if the court determines the suspension or modification is in the public interest.

6. Each of the remedies and penalties provided by this section is separate and several, and is in addition to any other legal or equitable remedy or penalty.

SEC. 13. NEW SECTION. Bargaining unit determination.

1. Board determination of an appropriate bargaining unit shall be upon petition filed by a public employer, public employee, or employee organization.

2. Within thirty days of receipt of a petition or notice to all interested parties if on its own initiative, the board shall conduct a public hearing, receive written or oral testimony, and promptly thereafter file an order defining the appropriate bargaining unit. In defining the unit, the board shall take into consideration, along with other relevant factors, the principles of efficient administration of government, the existence of a community of interest among public employees, the history and extent of public employee organization, geographical location, and the recommendations of the parties involved.

3. Appeals from such order shall be governed by appeal provisions provided in section eleven (11) of this Act.

4. Professional and nonprofessional employees shall not be included in the same bargaining unit unless a majority of both agree.

SEC. 14. NEW SECTION. Bargaining representative determination.

1. Board certification of an employee organization as the exclusive bargaining representative of a bargaining unit shall be upon a petition filed with the board by a public employer, public employee, or an employee organization and an election conducted pursuant to section fifteen (15) of this Act.

2. The petition of an employee organization shall allege that:

a. The employee organization has submitted a request to a public employer to bargain collectively with a designated group of public employees.

b. The petition is accompanied by written evidence that thirty percent of such public employees are members of the employee organization or have authorized it to represent them for the purposes of collective bargaining.

3. The petition of a public employee shall allege that an employee organization which has been certified as the bargaining representative does not represent a majority of such public employees and that the petitioners do not want to be represented by an employee organization or seek certification of an employee organization.

4. The petition of a public employer shall allege that it has received a request to bargain from an employee organization which has not been certified as the bargaining representative of the public employees in an appropriate bargaining unit.

5. The board shall investigate the allegations of any petition and shall give reasonable notice of the receipt of such a petition to all public employees, employee organizations and public employers named or described in such petitions or interested in the representation questioned. The board shall thereafter call an election under section fifteen (15) of this Act, unless:

a. It finds that less than thirty percent of the public employees in the unit appropriate for collective bargaining support the petition for decertification or for certification.

b. The appropriate bargaining unit has not been determined pursuant to section thirteen (13) of this Act.

6. The hearing and appeal procedures shall be the same as provided in section eleven (11) of this Act.

SEC. 15. NEW SECTION. Elections.

1. Upon the filing of a petition for certification of an employee organization, the board shall submit two questions to the public employees at an election in an appropriate bargaining unit. The first question on the ballot shall permit the public employees to determine whether or not such public employees desire exclusive bargaining representation. The second question on the ballot shall list any employee organization which has petitioned for certification or which has presented proof satisfactory to the board of support of ten percent or more of the public employees in the appropriate unit.

2. If a majority of the votes cast on the first question are in the negative, the public employees shall not be represented by an employee organization. If a majority of the votes cast on the first question is in the affirmative, then the employee organization receiving a majority of the votes cast on the second question shall represent the public employees in an appropriate bargaining unit.

3. If none of the choices on the ballot receive the vote of a majority of the public employees who could be represented by an employee organization, the board shall conduct a runoff election among the two choices receiving the greatest number of votes.

4. Upon written objections filed by any party to the election within ten days after notice of the results of the election, if the board finds that misconduct or other circumstances prevented the public employees eligible to vote from freely expressing their preferences, the board may invalidate the election and hold a second election for the public employees.

5. Upon completion of a valid election in which the majority choice of the employees who could be represented by an employee organization is determined, the board shall certify the results of the election and shall give reasonable notice of the order to all employee organizations listed on the ballot, the public employers, and the public employees in the appropriate bargaining unit.

6. A petition for certification as an exclusive bargaining representative shall not be considered by the board for a period of one year from the date of the certification or noncertification of an exclusive bargaining representative or during the duration of a collective bargaining

agreement which shall not exceed two years. A collective bargaining agreement with the state, its boards, commissions, departments, and agencies shall be for two years and the effective date of any such agreement shall be July first of odd-numbered years. However, if a petition for decertification is filed during the duration of a collective bargaining agreement, the board shall award an election under this section not more than one hundred eighty days nor less than one hundred fifty days prior to the expiration of the collective bargaining agreement. If an employee organization is decertified, the board may receive petitions under section fourteen (14) of this Act, provided that no such petition and no election conducted pursuant to such petition within one year from decertification shall include as a party the decertified employee organization.

SEC. 16. NEW SECTION. Duty to bargain. Upon the receipt by a public employer of a request from an employee organization to bargain on behalf of public employees, the duty to engage in collective bargaining shall arise if the employee organization has been certified by the board as the exclusive bargaining representative for the public employees in that bargaining unit.

SEC. 17. NEW SECTION. Procedures.

1. The employee organization certified as the bargaining representative shall be the exclusive representative of all public employees in the bargaining unit and shall represent all public employees fairly. However, any public employee may meet and adjust individual complaints with a public employer.

2. The employee organization and the public employer may designate any individual as its representative to engage in collective bargaining negotiations.

3. Negotiating sessions, including strategy meetings of public employers or employee organizations, mediation and the deliberative process of arbitrators shall be exempt from the provisions of chapter twenty-eight A (28A) of the Code. Hearings conducted by arbitrators shall be open to the public.

4. The terms of a proposed collective bargaining agreement shall be made public and reasonable notice shall be given to the public employees prior to a ratification election. The collective bargaining agreement shall become effective only if ratified by a majority of those voting by secret ballot.

5. Terms of any collective bargaining agreement may be enforced by a civil action in the district court of the county in which the agreement was made upon the initiative of either party.

6. No collective bargaining agreement or arbitrators' decision shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the public employer's funds, spending, or budget or would substantially impair or limit the performance of any statutory duty by the public employer. A collective bargaining agreement or arbitrators' award may provide for benefits conditional upon specified funds to be obtained by the public employer, but the agreement shall provide either for automatic reduction of such conditional benefits or for additional bargaining if the funds are not obtained or if a lesser amount is obtained.

7. If agreed to by the parties nothing in this Act shall be construed to prohibit supplementary bargaining on behalf of public employees

in a part of the bargaining unit concerning matters uniquely affecting those public employees or cooperation and coordination of bargaining between two or more bargaining units.

8. The salaries of all public employees of the state under a merit system and all other fringe benefits which are granted to all public employees of the state shall be negotiated with the governor or his designee on a statewide basis, except those benefits which are not subject to negotiations pursuant to the provisions of section nine (9) of this Act.

9. A public employee or any employee organization shall not negotiate or attempt to negotiate directly with a member of the governing board of a public employer if the public employer has appointed or authorized a bargaining representative for the purpose of bargaining with the public employees or their representative, unless the member of the governing board is the designated bargaining representative of the public employer.

SEC. 18. NEW SECTION. Grievance procedures. An agreement with an employee organization which is the exclusive representative of public employees in an appropriate unit may provide procedures for the consideration of public employee grievances and of disputes over the interpretation and application of agreements. Negotiated procedures may provide for binding arbitration of public employee grievances and of disputes over the interpretation and application of existing agreements. An arbitrator's decision on a grievance may not change or amend the terms, conditions or applications of the collective bargaining agreement. Such procedures shall provide for the invoking of arbitration only with the approval of the employee organization, and in the case of an employee grievance, only with the approval of the public employee. The costs of arbitration shall be shared equally by the parties.

Public employees of the state shall follow either the grievance procedures provided in a collective bargaining agreement, or in the event that no such procedures are so provided, shall follow grievance procedures established pursuant to chapter nineteen A (19A) of the Code.

SEC. 19. NEW SECTION. Impasse procedures—agreement of parties. As the first step in the performance of their duty to bargain, the public employer and the employee organization shall endeavor to agree upon impasse procedures. Such agreement shall provide for implementation of these impasse procedures not later than one hundred twenty days prior to the certified budget submission date of the public employer. If the parties fail to agree upon impasse procedures under the provisions of this section, the impasse procedures provided in sections twenty (20), twenty-one (21) and twenty-two (22) of this Act shall apply.

SEC. 20. NEW SECTION. Mediation. In the absence of an impasse agreement between the parties or the failure of either party to utilize its procedures, one hundred twenty days prior to the certified budget submission date, the board shall, upon the request of either party, appoint an impartial and disinterested person to act as mediator. It shall be the function of the mediator to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree.

SEC. 21. NEW SECTION. Fact-finding. If the impasse persists ten days after the mediator has been appointed, the board shall appoint a fact-finder representative of the public, from a list of qualified persons maintained by the board. The fact-finder shall conduct a hearing, may administer oaths, and may request the board to issue subpoenas. The fact-finder shall make written findings of facts and recommendations for resolution of the dispute and, not later than fifteen days from the day of appointment, shall serve such findings on the public employer and the certified employee organization.

The public employer and the certified employee organization shall immediately accept the fact-finder's recommendation or shall within five days submit the fact-finder's recommendations to the governing body and members of the certified employee organization for acceptance or rejection. If the dispute continues ten days after the report is submitted, the report shall be made public by the board.

SEC. 22. NEW SECTION. Binding arbitration.

1. If an impasse persists after the findings of fact and recommendations are made public by the fact-finder, the parties may continue to negotiate or, the board shall have the power, upon request of either party, to arrange for arbitration, which shall be binding. The request for arbitration shall be in writing and a copy of the request shall be served upon the other party.

2. Each party shall submit to the board within four days of request a final offer on the impasse items with proof of service of a copy upon the other party. Each party shall also submit a copy of a draft of the proposed collective bargaining agreement to the extent to which agreement has been reached and the name of its selected arbitrator. The parties may continue to negotiate all offers until an agreement is reached or a decision rendered by the panel of arbitrators.

As an alternative procedure, the two parties may agree to submit the dispute to a single arbitrator. If the parties cannot agree on the arbitrator within four days, the selection shall be made pursuant to subsection five (5) of this section. The full costs of arbitration under this provision shall be shared equally by the parties to the dispute.

3. The submission of the impasse items to the arbitrators shall be limited to those issues that had been considered by the fact-finder and upon which the parties have not reached agreement. With respect to each such item, the arbitration board award shall be restricted to the final offers on each impasse item submitted by the parties to the arbitration board or to the recommendation of the fact-finder on each impasse item.

4. The panel of arbitrators shall consist of three members appointed in the following manner:

- a. One member shall be appointed by the public employer.
- b. One member shall be appointed by the employee organization.
- c. One member shall be appointed mutually by the members appointed by the public employer and the employee organization. The last member appointed shall be the chairman of the panel of arbitrators. No member appointed shall be an employee of the parties.
- d. The public employer and employee organization shall each pay the fees and expenses incurred by the arbitrator each selected. The

fee and expenses of the chairman of the panel and all other costs of arbitration shall be shared equally.

5. If the third member has not been selected within four days of notification as provided in subsection two (2) of this section, a list of three arbitrators shall be submitted to the parties by the board. The two arbitrators selected by the public employer and the employee organization shall determine by lot which arbitrator shall remove the first name from the list submitted by the board. The arbitrator having the right to remove the first name shall do so within two days and the second arbitrator shall have one additional day to remove one of the two remaining names. The person whose name remains shall become the chairman of the panel of arbitrators and shall call a meeting within ten days at a location designated by him.

6. If a vacancy should occur on the panel of arbitrators, the selection for replacement of such member shall be in the same manner and within the same time limits as the original member was chosen. No final selection under subsection nine (9) of this section shall be made by the board until the vacancy has been filled.

7. The panel of arbitrators shall at no time engage in an effort to mediate or otherwise settle the dispute in any manner other than that prescribed in this section.

8. From the time of appointment until such time as the panel of arbitrators makes its final determination, there shall be no discussion concerning recommendations for settlement of the dispute by the members of the panel of arbitrators with parties other than those who are direct parties to the dispute. The panel of arbitrators may conduct formal or informal hearings to discuss offers submitted by both parties.

9. The panel of arbitrators shall consider, in addition to any other relevant factors, the following factors:

a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.

b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.

d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

10. The chairman of the panel of arbitrators may hold hearings and administer oaths, examine witnesses and documents, take testimony and receive evidence, issue subpoenas to compel the attendance of witnesses and the production of records, and delegate such powers to other members of the panel of arbitrators. The chairman of the panel of arbitrators may petition the district court at the seat of government or of the county in which any hearing is held to enforce the order of the chairman compelling the attendance of witnesses and the production of records.

11. A majority of the panel of arbitrators shall select within fifteen days after its first meeting the most reasonable offer, in its judgment,

of the final offers on each impasse item submitted by the parties, or the recommendations of the fact-finder on each impasse item.

12. The selections by the panel of arbitrators and items agreed upon by the public employer and the employee organization, shall be deemed to be the collective bargaining agreement between the parties.

13. The determination of the panel of arbitrators shall be by majority vote and shall be final and binding subject to the provisions of section seventeen (17), subsection six (6), of this Act. The panel of arbitrators shall give written explanation for its selection and inform the parties of its decision.

SEC. 23. NEW SECTION. Legal actions. Any employee organization and public employer may sue or be sued as an entity under the provisions of this Act. Service upon the public employer shall be in accordance with law or the rules of civil procedure. Nothing in this Act shall be construed to make any individual or his assets liable for any judgment against a public employer or an employee organization.

SEC. 24. NEW SECTION. Notice and service. Any notice required under the provisions of this Act shall be in writing, but service thereof shall be sufficient if mailed by restricted certified mail, return receipt requested addressed to the last known address of the parties, unless otherwise provided in this Act. Refusal of restricted certified mail by any party shall be considered service. Prescribed time periods shall commence from the date of the receipt of the notice. Any party may at any time execute and deliver an acceptance of service in lieu of mailed notice.

SEC. 25. NEW SECTION. Internal conduct of employee organizations.

1. Every employee organization which is certified as a representative of public employees under the provisions of this Act shall file with the board a registration report, signed by its president or other appropriate officer. The report shall be in a form prescribed by the board and shall be accompanied by two copies of the employee organization's constitution and bylaws. A filing by a national or international employee organization of its constitution and bylaws shall be accepted in lieu of a filing of such documents by each subordinate organization. All changes or amendments to such constitutions and bylaws shall be promptly reported to the board.

2. Every employee organization shall file with the board an annual report and an amended report whenever changes are made. The reports shall be in a form prescribed by the board, and shall provide the following information:

a. The names and addresses of the organization, any parent organization or organizations with which it is affiliated, the principal officers, and all representatives.

b. The name and address of its local agent for service of process.

c. A general description of the public employees the organization represents or seeks to represent.

d. The amounts of the initiation fee and monthly dues members must pay.

e. A pledge, in a form prescribed by the board, that the organization will comply with the laws of the state and that it will accept

members without regard to age, race, sex, religion, national origin, or physical disability as provided by law.

f. A financial report and audit.

3. The constitution or bylaws of every employee organization shall provide that:

a. Accurate accounts of all income and expenses shall be kept, and annual financial report and audit shall be prepared, such accounts shall be open for inspection by any member of the organization, and loans to officers and agents shall be made only on terms and conditions available to all members.

b. Business or financial interests of its officers and agents, their spouses, minor children, parents, or otherwise, that conflict with the fiduciary obligation of such persons to the organization shall be prohibited.

c. Every official or employee of an employee organization who handles funds or other property of the organization, or trust in which an organization is interested, or a subsidiary organization, shall be bonded. The amount, scope, and form of the bond shall be determined by the board.

4. The governing rules of every employee organization shall provide for periodic elections by secret ballot subject to recognized safeguards concerning the equal right of all members to nominate, seek office, and vote in such elections, the right of individual members to participate in the affairs of the organization, and fair and equitable procedures in disciplinary actions.

5. The board shall prescribe rules and regulations necessary to govern the establishment and reporting of trusteeships over employee organizations. Establishment of such trusteeships shall be permitted only if the constitution or bylaws of the organization set forth reasonable procedures.

6. An employee organization that has not registered or filed an annual report, or that has failed to comply with other provisions of this Act, shall not be certified. Certified employee organizations failing to comply with this Act may have such certification revoked by the board. Prohibitions may be enforced by injunction upon the petition of the board to the district court of the county in which the violation occurs. Complaints of violation of this section shall be filed with the board.

7. Upon the written request of any member of a certified employee organization, the auditor of state may audit the financial records of the certified employee organization.

SEC. 26. NEW SECTION. Employee organizations -- political contributions. An employee organization shall not make any direct or indirect contribution out of the funds of the employee organization to any political party or organization or in support of any candidate for elective public office.

Any employee organization which violates the provisions of this section or fails to file any required report or affidavit or files a false report or affidavit shall, upon conviction, be subject to a fine of not more than two thousand dollars.

Any person who willfully violates this section, or who makes a false statement knowing it to be false, or who knowingly fails to disclose a material fact shall, upon conviction, be subject to a fine or not more than one thousand dollars or imprisoned for not more than thirty days

or shall be subject to both such fine and imprisonment. Each individual required to sign affidavits or reports under this section shall be personally responsible for filing such report or affidavit and for any statement contained therein he knows to be false.

Nothing in this section shall be construed to prohibit voluntary contributions by individuals to political parties or candidates.

Nothing in this section shall be construed to limit or deny any civil remedy which may exist as a result of action which may violate this section.

SEC. 27. NEW SECTION. Conflict with federal aid. If any provision of this Act jeopardizes the receipt by the state or any of its political subdivisions of any federal grant-in-aid funds or other federal allotment of money, the provisions of this Act shall, insofar as the fund is jeopardized, be deemed to be inoperative.

Editor's Note: This copy of Chapter 20, 1975 Iowa Code, was reprinted from the Acts of the 1974 Regular Session, 65th General Assembly. These sections appear in the Iowa Code with the designations "20.1, 20.2, etc."