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ABSTRACT

As faculty and other public sector unions become more sophisticated in collective bargaining, they tend to lay a greater variety of demands on the table. This, in turn, forces the employer to ask, Do I really have to bargain about these subjects? As more employers refuse to bargain, more unions charge them with failing to bargain in good faith, and the appropriate labor board is faced with another decision on the scope of bargaining. Recently, several states' labor boards have rendered new landmark decisions; to include these decisions, ACBIS decided to update its original scope report. The states involved are California, Connecticut, Hawaii, Kansas, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, South Dakota, and Wisconsin. Negotiation areas affected include: dispute settlement; hours, calendar, and workload; employee perquisites; institutional direction and resources; personnel policies; technical aspects of the collective bargaining process; union security; wages and salaries; and miscellaneous considerations. The information provided within the study includes legislation enacted and board decisions rendered by December 1, 1976. (Editor/MSE)

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SPECIAL REPORT #25

UPDATE

January 1977

SCOPE OF PUBLIC SECTOR BARGAINING
IN 14 SELECTED STATES

As faculty and other public sector unions become more sophisticated in collective bargaining they tend to lay a greater variety of demands on the table. This in turn forces the employer to ask the question, "Do I really have to bargain about these subjects?" As more employers refuse to bargain, more unions charge them with failing to bargain in good faith, and the appropriate labor board is faced with another decision relative to scope of bargaining. "Scope" has suddenly become the hottest issue in public sector bargaining. Recently several states' labor boards have rendered new land-mark decisions. To include these decisions, ACBIS staff decided to update its original scope report.

Information as to case decisions upon which the charts, pp. 7-14 are based, is available on request.

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A number of people helped ACBIS collect the original information, most notably, Ronald Kurach, Thomas Joyner, Ronald Bush and Robert Rodriguez.

NOTE: The information provided within this study includes legislation enacted and board decisions rendered by December 1, 1976. ACBIS would appreciate help from its readers. If you know of any board or court decisions not reflected in the charts, please send us a note. Also please send suggestions and corrections.

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SCOPE OF PUBLIC SECTOR BARGAINING IN 14 SELECTED STATES

I. DISPUTE SETTLEMENT

Thirteen states leave little doubt that grievance-related issues are mandatorily bargainable if one party places them on the table. Of the fourteen states reviewed, only Pennsylvania requires binding arbitration as a method of settling grievances, while ten states make it a mandatory subject of bargaining.

II. HOURS, CALENDAR AND WORKLOAD

Four states treat class size as a mandatory subject of bargaining, while seven states declare it to be a management prerogative. In three (New York, New Jersey and Wisconsin) of those seven states, however, case decisions indicated that negotiating the "impact" of a change in class size is mandatory.

Hours and work-hour schedules are generally mandatory subjects in all states. Pennsylvania makes one related exception and that is that the employer has the right to decide when and how to notify employees about work schedules.

Changes in hours or duties are mandatory subjects in Kansas, New Jersey, and New York. In one Wisconsin case, the employer's right to make unilateral changes as stated in the negotiated contract was upheld by a WERC decision. New York, in a second case, indicated that management has the right to make unilateral changes during emergencies and in Michigan an employer may make a unilateral change in order to accomplish reduction in force in a reasonable manner.

School calendar is a mandatory subject in five states, but Oregon, Pennsylvania, Connecticut, New York and New Jersey hold it to be a management prerogative.

The only two available decisions relative to the "impact of changes" in curriculum or new programs were made in Wisconsin. Both ruled the impact of changes to be mandatory subjects.

III. EMPLOYEE PERQUISITES

Pension and retirement terms are mandatory in three states and illegal (non-permissible) in at least four others. States are obviously experimenting with different methods of treating this subject.

There is general agreement (based on a handful of decisions to date) that the following are mandatory subjects of bargaining: insurance programs; reimbursement for job-related personal property damage; tuition for continuing education; leaves of absence; holidays and vacations; parking privileges; uniforms required by the job.

Pennsylvania, with no visible support from other states, has ruled as management rights: employee physical examinations; sick leave; and employee transportation service.

IV. INSTITUTIONAL DIRECTION AND RESOURCES

In eleven states, by legislation and case decisions, there is a clear determination to reserve to management over-all decisions (level of funding, mission, hiring, supervision, job assignment, size of work force, organization, etc.). There is also a trend toward making mandatory the bargaining of the "impact" of such decisions on terms and conditions of employment. As an example, New York State, while recognizing the employer's right to cut the budget (level of funding), requires the employer to negotiate the impact of that cut on salaries, workloads, hours, order of lay off, etc. New York State also made a benchmark decision in determining that, although the employer had the right to determine unilaterally the overall size of the work-force, he must negotiate a demand to create a joint safety committee to consider issues of safety that relate to manning standards. Nevada makes any matter relating to safety a mandatory subject of bargaining.

Six states have ruled as mandatory subjects the employer's wish to contract with an outside agency for work that has been done by members of the unit.

Pennsylvania and New Jersey have rulings that reserve consultation on budget, prior to adoption, as a management right.

In a number of cases, unions have tried to negotiate conditions of employment for non-unit members, such as graduate assistants or part-time teachers. In one New York case a union tried to negotiate limits on administrators' terms of appointment and retirement. All cases to date relating to non-unit employees have been resolved in favor of management rights.

New Jersey, in a land-mark decision, made "quotas on tenure" a management prerogative.

V. PERSONNEL POLICIES

Case decisions in several states indicate that the establishment of certain specified personnel policies (standards of recruitment for new employees, employee code of ethics, academic freedom) and personnel policies in general, are considered to be management rights. Massachusetts, by amendment, now makes standards of productivity and performance of employees a mandatory subject.

Methods of teacher evaluation are mandatory subjects in seven states, but Oregon makes them a management prerogative.

Probationary periods are found to be mandatory in one state, promotion procedures mandatory in four states and removal mandatory in six states.

Although there are only a few such case reviews relative to rules and regulations governing teachers' powers and duties, teacher methods of disciplining students, and selection of instructional supplies, those available indicate general agreement that such subjects are mandatory items of bargaining.

On the other hand, referral of students for specialized help, and an employee discretionary fund for instructional materials have been held as management prerogatives, each in a single state.

Impact of retrenchment (primarily procedures) has been held as a mandatory subject of bargaining in four states (South Dakota, Nevada, New York and Wisconsin).

There is considerable disagreement among the states as to whether or not preparation time for teachers, in-service training for teachers and selection of text books should be permissible or mandatory. (See chart p. 11)

VI. TECHNICAL ASPECTS OF THE COLLECTIVE BARGAINING PROCESS

Prior to actual bargaining, the parties attempt to agree upon ground rules relative to the bargaining process. Discussion of such ground rules have led to impasse and a number of case decisions.

To date the following items have been held to be required on the part of management: to bargain during strike; to continue bargaining after budget submission date; to supply information about budget and expenditures; to provide a list of teachers leaving and new teachers hired.

Also held to be a mandatory subject of pre-bargaining negotiations is the nature and purveyor of publicity about the negotiations in progress.

Held to be the right of management, however, are the following: to inform employees of its offer at the table; to bargain publicly (sunshine law); to pass a new policy rather than add items to contract. To bargain a contract longer than three years is prohibited in at least two states.

VII. UNION SECURITY

About the only three factors relative to union security that have been clarified by law or case review in more than three states are those of agency shop (or service fee), and right of exclusive representation. Four of these 14 states require a service fee. New York prohibits agency shop. Three states (Michigan, California and Oregon) made agency shop a mandatory subject of bargaining, while Wisconsin requires a referendum on the subject.

The right of exclusive representation is well established in the various state laws. Decisions as a result of two challenges (New York and Pennsylvania) upheld special aspects of this union privilege.

The Oregon board ruled that the employer did not have to bargain union planning, staffing or program in the only case of its kind to date.

Several states (Hawaii, New Jersey, Oregon, Minnesota, New York) require the employer to provide dues check-off payroll services. Four other states (Connecticut, Pennsylvania, California and South Dakota) by law make dues check-off a mandatory subject of bargaining.

Maintenance of membership has been found to be a non-permissible subject of bargaining in New York but is required by law in Pennsylvania and California.

Time off for union activities has been upheld as a mandatory subject in New York and California as has length of contract in Oregon.

VIII. WAGES AND SALARIES

Amount of wages as a mandatory item of negotiations is perhaps the area of most unanimity among the fourteen states since all of the laws include the usual phrase, "wages, hours, and other terms..." Certain side issues are still being debated. As an example, a case decision in Connecticut declares that a demand for "parity" in wages is non-permissible while a somewhat similar case in New York rules that the issue of "parity" is permissible.

Retroactivity of a negotiated wage increase and pay for extra-curricular duties have been uniformly determined to be mandatory bargaining items.

Salaries for employees assigned to and paid by federal projects have been held to be a non-permissible subject of bargaining in Connecticut.

New Jersey PERC has ruled that management has the right to determine salary increments on the basis of administrative evaluation.

Incremental longevity steps in a salary schedule has been ruled as non-permissible for bargaining in Hawaii and Connecticut.

IX. MISCELLANY

Oregon has ruled that the method of general consultation is a mandatory subject of bargaining.

Establishment of joint committees and physical environment (heat, light, air conditioning, etc.) in New York have been held as mandatory subjects.

Three states disagree on residency requirements. Michigan and Wisconsin hold it to be a mandatory subject while New York reserves it as a management right for new members of the unit.

Nevada apparently is the only state (of the 14) that has ruled a "savings" clause and a no strike provision as mandatory subjects of bargaining.

Conditions of safety and safety rules are beginning to attract more attention and are generally held as mandatory subjects.

There is a clear dichotomy of state posture about whether matters covered by statute (other than the collective bargaining law) are bargainable or not. At least three of the fourteen states (Connecticut, Hawaii and Kansas) have made the negotiated contract the prevailing document should it conflict with statutes such as the education or civil service law. Five states prohibit the bargaining of matters covered by statute and in at least one state (Minnesota) the rules and regulations promulgated by a state agency have priority over contractual agreements. New Jersey reversed itself in 1974 by removing language in the law that prohibited bargaining relative to matters covered by existing statute.

COMMENTS

1. In general it is difficult to locate and assess the growing body of case decisions in public sector bargaining. Only a few states have made arrangements to publish, in an organized fashion, the administrative and court decisions made in their jurisdictions. This lack of information is detrimental to all parties.

2. The mandatory subjects on which there is the greatest agreement among the states are:

- wages
- hours
- grievance procedures
- probationary periods of employment
- promotion procedures
- methods of teacher evaluation
- methods of teacher removal

3. Those items which have been most uniformly determined to be management rights are:

- institutional mission and program
- level of funding
- hire employees
- discharge employees
- supervision of employees
- job assignment
- conditions of employment for non-unit members
- organization
- size of work force
- standards of recruitment

4. Those subjects about which there is most disagreement as to bargainability are:

- parity in wages
- class size
- retirement benefits
- agency shop
- pre-eminence of negotiated contracts over existing laws
- preparation time for teachers
- selection of text books
- in-service education of employees
- school calendar
- standards of service

5. It is almost impossible to review accurately forty years of case history relative to the National Labor Relations Act which covers private enterprise. Nevertheless a reading of several reviews provides insight as to a number of items that have become mandatory subjects of bargaining. By reviewing the list of subjects provided in the last column of the chart, the reader may obtain a general comparison of state and federal scope of bargaining. The body of case decisions for colleges and universities is necessarily sketchy because NLRB only accepted jurisdiction in

1970. However, a landmark opinion of the New York City Regional Director in a case emanating from St. John's University throws into question the bargainability of all campus governance issues. The full board (NLRB) has yet to rule on the subject.

6. Information as to case references is available on a limited basis.

UNION DEMAND TO NEGOTIATE:

Is it Mandatory¹, Permissible², or Non-Permissible³ for⁴ the Employer to Negotiate the Union Demand?

	⁴⁹ CALIF.	CONN.	HAWAII	KANSAS	MASS.	MICH.	MINN.	NEVADA ³⁴	N. J.	N. Y.	OREGON	PENN. ²⁷	SO. DAK.	WISC.	FED. LAW
<u>DISPUTE SETTLEMENT</u>															
Binding Arbitration of Grievances	M	M	M			M	M	M	M	M	M	NP ¹¹		M	
Fact-finding recommendations		M				M								M	
Grievance Procedures			M	M		M ⁴⁵	M	M	M	M	M	M ⁴⁶	M	M	M
Time to process grievance without loss of pay			M			M ⁴⁵				M					
<u>I. HOURS AND WORKLOAD</u>															
Class size	M	M	NP ⁴⁷ P	P	M	M		P	P	P	P ¹⁹ M		P	P	
"Impact" of change in Class size									M	M				M	
Work rules									M	M				M	
Work load and work content		M						P	M	M ¹⁷	M	P			
Hours and work hour Schedules (including graduate assistants if in the unit)	M	M	M ³⁷	M	M	M	M	M	M	M	M	M ⁵ P	M	M	M
Changes in Employees' duties or hours during the term of the contract				M		P ¹⁵		M ⁴³		M ¹⁵ P				P ⁶	
School Calendar (work year)		P	M			M		M	P	P	P	P	M	M ⁴⁸	
"Impact" of calendar on work conditions									M						
"Impact" of change in curriculum content														M	
"Impact" of new programs														M	

	CALIF. ⁴⁹	CONN.	HAWAII	KANSAS	MASS.	MICH.	MINN.	NEVADA ³⁴	N. J.	N. Y.	OREGON	PENN. ²⁷	SO. DAK.	WISC.	FED. LAW
<u>III. EMPLOYEE PERQUISITES</u>															
Pension and Retirement terms			NP ¹¹	M		M	NP		NP ¹¹	M ²⁶ NP	M				M
Insurance: Life, medical, dental, etc.	M		NP ¹¹	M				M	M	M		M			M
Employee physical examinations												P			
Reimbursement for job-related personal property damage										M					
Reimbursement of tuition for continuing education; professional development										M	M				M
Sick leave, sick leave bank, etc.	M			M				M	M	M		P			M
Conditions governing "outside" employment									M						
Teacher facilities (lunch room, rest rooms)											M				
Leaves of Absence	M							M		M	M				
Use of employer's equipment for employee's personal purpose						M									
Holidays, vacations, etc.	M			M		M		M		M				P ³⁶	M
Employee transportation Service												P			
Parking privileges for employees										M	M				
Uniforms, wearing apparel, etc.				M											
Waiver of sick and disability benefits provided by law										P					
Death Benefits										M					
<u>IV. INSTITUTIONAL DIRECTION AND RESOURCES</u>															
Affirmative action plans									P						
Union sharing management decisions (general)									P						
Recruitment, hiring, discharge, promote, employees		P	NP ¹¹	P			P	P		P		P		P	P

	CALIF. ⁴⁹	CONN.	HAWAII	KANSAS	MASS.	MICH.	MINN.	NEVADA ³⁴	N. J.	N. Y.	OREGON	PENN. ²⁷	SO. DAK.	WISC.	FED. LAW
Job assignment and transfer of employees	M		M	P				P	P ⁴³	M ¹⁶ P	P ³⁰		P	P	
Supervise, direct work of employees			NP ¹¹	P			P	P				P		P	
Employment of part-time employees (substitutes)				P	M			P		P	P		P		
Size and number of work force: number of employees			NP ¹¹			P	P	P	P	M ⁷ P	P				
Retrenchment-number, time, areas			NP ¹¹	P				P		P				P	
Distribution of resources, differential staffing			NP ¹¹	P		P		P		P					
Organization, reorganization		P	NP ¹¹	P			P	P	P	P		P			
Emergency executive powers			NP ¹¹	P				P							P ³⁶
Overall budget; level of support			NP ¹¹	P					P	P		P			
Classification or rank of employees			NP ¹¹			P									
Promote employees				P					P					P	
Quotas on tenure									P						
Composition of committees to evaluate faculty (or perform other management decisions)									P	P					
Discipline employees (demote, reprimand, suspend, etc.)			NP ¹¹	P										M	P
Policies re: non-unit employees										P					P
Non-job related benefits										P					
Rank, responsibility, selection, evaluation and retirement of administrators									P	P			P		P
Filling job vacancies: time										P					
Employ teacher aides											P	P			
Conduct faculty productivity studies									P						
Educational decisions re: academic calendar									P						
Policy re: evaluation of faculty						P									

	CALIF. 49	CONR.	HAWAII	KANSAS	MASS.	MICH.	MINN.	NEVADA 34	N. J.	N. Y.	OREGON	PENN. 27	SO. DAK.	WISC.	FED. LAW
Create internal investigation unit									P						
Contracting with University for student teachers											P ²⁸	P			
Establishment of teacher reference library in each school											M				
Sub-contracting unit work with outside agency		M				M			M	M	M	M			M
Union consultation prior to adoption of budget									P			P			
Planning of facilities						M			P						
Management rights clause															M
Employer business procedures (technology, payroll, sign-in sign-out procedures, etc.)				M			P		P	P		P		P	M
Mission and purpose of employer							P	P		P		P		NP	
Order of teach lay offs														M	
Program content and services				P				P		P		P		P	
Initiate new or change in educational programs							P			P		P		P	
Impact of management decisions on wages and working conditions						M			M	M					
Determination of physical plant and equipment									P	P					
V. PERSONNEL POLICIES															
Personnel policies (not education policies)							P								P
Standards of recruitment for new employees						P				P	P ²⁰				
Probationary period of employment				M											
Promotion procedures (including promotional examinations)			NP ¹¹			M	M		P	M ⁹				M	
Teacher evaluation procedures	M			M		M		M	M	M	P			M	



	CALIF. ⁴⁹	CONN.	HAWAII	KANSAS	MASS.	MICH.	MINN.	NEVADA ³⁴	N. J.	N. Y.	OREGON	PENN. ²⁷	SO. DAK.	WISC.	FED. LAW
Standards of services: Performance and productivity			NP ¹¹		M	M ³⁵		P		P	M ³¹	P		M ³⁵	
Employee code of ethics				P											
Academic Freedom				P							M				P
Procedures for removal, discipline, resignation of employees				M			M	M		M ¹⁸	M ³³			M ²³	M
Rules and regulations governing teachers' powers and duties										M		M			
Referral of students to specialized help														P	
Teacher methods of disciplining students														M	
Preparation time for teachers			P					M			M	P	P		
Teachers in-service training										P ¹⁰					
Selection of texts, teaching material, and equipment				P		M				P	M				
Employee discretionary fund for materials													P		
Instructional supplies-selection of											M	P ²⁹			
Procedures for granting tenure									M						
Right of member to immediate knowledge of results of criminal investigation, preliminary and post										NP					
Rules on outside employment						M ⁵⁰									
Procedures for selecting department chairman									M						
Scope of tenure (university wide or less)									M						
Impact of affirmative action on terms and conditions of employment									M						
Impact of retrenchment: (procedures of) (lay off benefits)								M		M			M	M	M
Method used to classify or rank employees								M							

	CALIF. ⁴⁹	CONN.	HAWAII	KANSAS	MASS.	MICH.	MINN.	NEVADA ³⁴	N. J.	N. Y.	OREGON	PENN. ²⁷	SO. DAK.	WISC. ³	FED. LAW
Complaints against teachers filed by non-administrators (parents, etc.)											M				
Teacher use of school facilities and supplies (duplicating services, desks, closets, etc.)											M				
Grading of students' work											NP ³²				
Tenure										M					
Grooming standards														M	
<u>TECHNICAL ASPECTS OF THE COLLECTIVE BARGAINING PROCESS</u>															
Nature of publicity re: negotiations		M													
No communication during negotiations from employer to employees about employer offers at the table						P									
To bargain in public (sunshine law)					P	P		p ⁴²				P		P.	
To bargain during strike						M									
(To continue bargaining) after budget submission or adoption						M									
Availability of budget, audit, statements															
Availability of lists of teachers leaving and hired															
Accessibility to teachers personnel records															p ⁴⁴
A written contract rather than employer passing a new policy						P									
Any mandatory subject rejected by legislature						M									
A contract binding on successive administrations															M ²⁴

	CALIF. 49	CONN.	HAWAII	KANSAS	MASS.	MICH.	MINN.	NEVADA 34	N. J.	N. Y.	OREGON	PENN. 27	SO. DAK.	WISC.
Length of contract (beyond three years)				NP			NP	M						
Agreement to negotiate in broader scope than law states													P	
VII. UNION SECURITY														
Right to be "exclusive" representative	NP ¹¹	NP ¹¹	NP ¹¹	NP ¹¹	NP ¹¹	NP ¹¹	NP ¹¹	NP ¹¹	NP ¹¹	NP ¹¹	NP ¹¹	NP ¹¹	NP ¹¹	NP ¹¹
Agency shop (service fee)	M	NP ¹¹	NP ¹¹		NP ¹¹	M	NP ¹¹		P ²¹	NP ¹²	M			M ¹³
Dues check-off	M	M	NP ¹¹				NP ¹¹		NP ¹¹	NP ¹⁴	NP ¹¹	M	M	
Maintenance of membership	M									NP		M		
Union planning, staffing, programs											P			
Paid or unpaid time off for union activities	M									M				
Length of contract											M			
Recognition clause	NP ¹¹							M						
Use of institutional facilities (mail service, office, etc.)	M										M			
VIII. WAGES														
Wages, salaries, merit pay, incentive pay, etc.	M	M	M	M	M	M	M	M	M	M	M	M	M	M
Assignment to and wages for extra-curricular duties or special administrative duties		M		M						M	M	M		M
% interest on late payment of salaries or other benefits										NP ²²				
Determine salary increments on basis of administrative evaluation									P					

	CALIF. 49	CONN.	HAWAII 11	KANSAS	MASS.	MICH.	MINN.	NEVADA 34	N. J.	N. Y.	OREGON	PENN. 27	SO. DAK.	WISC.	FED. LAW
Parity of wages with other employees		NP	NP 11							NP 1					
Retroactivity of negotiated wage increases and other items		M										M		M	
Salaries specified by Federal Government on Federal projects		NP													
Incremental longevity salary steps		NP	NP 11												
Summer session salaries									40 M						
IX. MISCELLANY															
General consultation; meet and discuss; establish advisory council											M				
Establishment of joint committees										39 M					
Residency requirement for unit members						M				P 38				M	
Savings clause								M							M
Safety rules	M							M		M					M
Physical Environment: heat, light, air conditioning, etc.										M					
No strike provisions								M							
Content of laws other than Collective Bargaining		P	P	P NP 8			NP		P	NP	NP	NP		NP	

FOOTNOTES

1. Mandatory (M) means that if either party wishes to bargain the issue, the other party must negotiate in good faith.
2. Permissible (P) in essence means that the particular demand may be negotiated only if the employer wishes to do so. If the employer prefers, he may reject negotiation, thereby retaining the managerial right to take unilateral action on the matter as he wishes.
3. Non-permissible (NP) means that parties are prohibited from bargaining said subjects and if bargained, the clause will have no contractual effect.
4. A space left blank may be interpreted as meaning that the item was neither clearly classified by the law nor by board or court decisions known to date.
5. Notification of employee re: work schedule is management prerogative.
6. Permissible in a special case under the particular management rights clause negotiated in the contract.
7. Mandatory only when related to safety. This decision was reversed in White Plains (N.Y.) case, 1976.
8. Kansas has two laws. Contract is prevailing document for teachers; but other law prevails over contract for other public employees.
9. Mandatory in New York State except in competitive class.
10. Management right when attendance is voluntary.
11. Not negotiable because law requires it.
12. New York law has been interpreted to prohibit agency shop.
13. Not bargainable because a referendum is required if a party wants agency shop.
14. In New York State the right of dues check-off accompanies certification but only for those employees who sign authorization cards.
15. Not mandatory to the extent that employer may not be prevented from making changes to meet emergencies (N.Y.) or to reduce work in reasonable manner (Mich.).
16. Mandatory only relative to safety aspects of job assignment.
17. Mandatory but negotiations may not "narrow the inherent nature of the employment involved."
18. Mandatory but employer cannot be compelled to negotiate procedures specified by law.
19. The more recent decision in Oregon makes "class size" a permissible subject.

20. Qualifications of substitute teachers.
21. Permissible only when legal.
22. N. P. because % interest was already established by General Municipal Law.
23. These demands are for information only. To withhold such information is an unfair labor practice.
24. This demand is for the duration of the contract period. The Court upheld the union demand.
25. This demand was upheld by WERC as the sole privilege of a certified bargaining agent.
26. Retirement benefits which do not require approval of state legislature (e.g., a city retirement program) are mandatory.
27. Pennsylvania requires employer to "meet and discuss" with union representative re: any non-mandatory subjects upon request.
28. State law once made student teachers a matter solely between a school district and the state university. However, this has been overruled by a recent decision involving Springfield Education Association and the Springfield School District.
29. It is mandatory that employer confer with union about materials, but employer then selects what it wishes.
30. Criteria for transfer is management prerogative, but impact of policy (who, where) is mandatory subject of collective bargaining.
31. Maintenance of minimum standard is mandatory but not a "no-increase-in-duties" clause since delegation of duties is management function.
32. Oregon assigns sole right to determine student grades to the teachers, therefore, it is a prohibited subject of bargaining.
33. Attorney General's opinion (75-192).
34. Entries for Nevada refer to law covering lower school education; higher education faculties bargain under Board of Regents rules.
35. Promotion standards is a mandatory subject.
36. Management has right to limit number of employees (police) on vacation at one time; also to arrest (city) employees for infraction of law (emergency).
37. In one decision, Hawaii PERB ruled that management has right to change work schedules of supervisors when the work schedules of those being supervised had already been properly changed.
38. Management right to determine a residency requirement for new employees; for those already employed, it must be negotiated.

39. It is not mandatory when the demand is for the establishment of a committee which would give participating employees a role in policy making.
40. Mandatory for unit members; permissive for non-unit members.
41. Parity itself is not mandatory but a demand for a reopener to seek higher wages (parity) is mandatory.
42. Nevada local government - Employment Management Relations - ruled that negotiating sessions between school boards and teachers' organizations are to be closed unless both parties agree to open them. However, final consideration, review and ratification of a bargaining agreement by the school board must be open to the public.
43. In Board of Education, Borough of Tenafly and the Tenafly Association, PERC ruled that a change in the assignment of hours without changing the length of the work day is a management right, but the "impact" of such a decision upon teachers' terms and conditions of employment is a mandatory subject of negotiation.
44. Permissible only if access to files relates to complaints or actions which have an effect on continued employment or evaluation.
45. Although not specifically ruled upon by the state PERB or the courts, according to sources within the Michigan Department of Labor, both subjects are deemed mandatory.
46. A reading of the statute suggests that grievance procedures may be a proper subject of bargaining.
47. According to chairman of state PERB, this is a hybrid issue (permissible and non-permissible aspects).
48. Institution is not required to agree to the number of calendar days, however, it must meet and confer.
49. Unless otherwise indicated, all entries for California are based on an analysis of the Rodda Act by legal counsel to the Educational Employment Relations Board.
50. Attorney General's opinion considers rules regarding outside employment a mandatory subject of bargaining.