An analysis of the impasse procedures of the professional negotiations act for teachers in Montana
by Leroy John Casagranda

A thesis submitted in partial fulfillment of the requirements for the degree of DOCTOR OF
EDUCATION
Montana State University
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Abstract:
The problem of this study was to compare, contrast and describe the attitudes of 108 randomly-selected
members of negotiations teams toward the Impasse Procedures of the Professional Negotiations Act for
Teachers in Montana, Code 75-6123. The sample consisted of four randomly-selected negotiators from
each of twenty-seven school districts in Montana. Two negotiators represented school boards and two
negotiators represented teacher associations in fourteen Class 1 and thirteen Class 2 size school
districts.

The data was collected by questionnaire. A Chi-Square Test of Independence was applied to each
statement to test for significance at the .05 level.

The conclusions of the study were: (1) Negotiators representing school boards favor the impasse
provisions of the Negotiations Act for Teachers, (2) Negotiators representing teacher associations
disapprove of the Impasse Provisions of the Professional Negotiations Act for Teachers, (3) Teacher
negotiators and school board negotiators agree impasse procedures should strengthen the collective
bargaining process, (4) Teacher negotiators and school board negotiators disagree that impasse
procedures for teachers in Montana strengthens the collective bargaining process, provide for an
acceptable alternate to the use of economic force, allows for an equitable settlement for both parties
locked in dispute and that teachers should have the legal right to strike, and (5) Teacher negotiators
favor strikes or binding arbitration as a replacement for voluntary arbitration.

Recommendations of this study were: (1) A task force consisting of teachers, school board members
and legislators study the feasibility and merits of (a) allowing teachers the legal right to strike under
certain conditions, (b) binding arbitration, and (c) other alternatives to the present impasse procedures;
(2) A study be conducted in the schools of Montana that have used the impasse procedures; (3)
Negotiators representing both parties meet regularly to search for methods of improving the process of
collective bargaining and provide a more equitable settlement for both parties locked in dispute.
AN ANALYSIS OF THE IMPASSE PROCEDURES OF THE PROFESSIONAL NEGOTIATIONS ACT FOR TEACHERS IN MONTANA

by

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A thesis submitted in partial fulfillment of the requirements for the degree of

DOCTOR OF EDUCATION

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August, 1974
The writer is grateful to the many persons who helped in the completion of this study. He is especially appreciative to his major professor and Committee Chairman, Dr. Robert Thibeault, for his encouragement and guidance. Gratitude and appreciation is also expressed to Dr. Eric Strohmeyer for his guidance and assistance.

Gratitude is expressed to my fellow graduate students for the advice given me during the formulation of the plans for this study. A note of thanks to the negotiators in the State of Montana who participated in this study.

The writer expresses a special thanks and deep appreciation to his wife, Erma, his four children and his parents for their encouragement, patience, and help in making the completion of this study possible.
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ABSTRACT

The problem of this study was to compare, contrast and describe the attitudes of 108 randomly-selected members of negotiations teams toward the Impasse Procedures of the Professional Negotiations Act for Teachers in Montana, Dode 75-6123. The sample consisted of four randomly-selected negotiators from each of twenty-seven school districts in Montana. Two negotiators represented school boards and two negotiators represented teacher associations in fourteen Class 1 and thirteen Class 2 size school districts.

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CHAPTER I

INTRODUCTION

The image of the teacher in American Society is rapidly changing. Once viewed as docile, loyal, passive employees, many teachers in today's society are organized, trained, financed and in a fighting mood to win higher salaries, better working conditions and a strong say in policy making (Muir, 1969). Teachers are demanding meaningful participation in areas of decision making which have traditionally been presumed to be exclusively the rights of school administrators. They are attempting, as a group, to control their own work (Corwin, 1965).

Teachers are becoming a discipline problem. They are demanding the right to make decisions concerning their personal welfare, the educational program for students, and governance of their profession. They are no longer willing to remain silent or engage in collective begging. Teachers, in other words, are becoming professionals (Myer, 1973).

The seriousness of the militant attitudes of teachers is demonstrated by the increasing number of teacher strikes. During an eight year period (1962-1970), 209 teacher strikes occurred, as compared to 110 teacher strikes during the previous twenty-two year period (1940-1962) (Alexander, 1971). Of the 209 strikes, 131 occurred during the 1968-1969 school year. In the 1969-1970 school year, there were 181 strikes. The following school year, 1970-1971, saw a decline
in strikes to 130 (Myers, 1973).

Teachers are now insisting upon having written agreements that govern their working conditions. (Myer, 1973:94) wrote:

The number of teacher agreements has increased from a total of 1531 in 1967 to 3045 in 1969. In the 1970-1971 school year, an estimated 3522 public school systems with an enrollment of 1000 or more were operating under a written negotiation agreement. This is a 130 percent increase over 1966-1967.

Williams (1970) identified six major factors as having a marked influence on the attitude of teachers. They are: (1) Civil Disobedience, (2) The American Labor Movement, (3) Dissatisfaction with Schools, (4) The Changing Character of the Teaching Profession, (5) Inadequate Teacher Compensation, and (6) Teachers Seeking to Become Professionals. (Myer, 1973) added four factors: (1) Larger and More Bureaucratic Educational Systems, (2) Social Demands Toward More Democratic Institutions, (3) The Struggle Between the American Federation of Teachers (AFT) and The National Education Association (NEA), and (4) A Need for Teachers to Counteract the Power of School Boards and Create a State of Countervailing Power. While all the factors listed have had some influence on the rise of teacher militancy, Myers (1970) and Goodwin (1969) believed the struggle between the AFT and the NEA, and the attempt to establish a condition of countervailing power had been the two most significant factors.

Galbraith (1952) believed countervailing power occurred when one section of the economy gained a disproportionate amount of control or power over a second section. As this disproportionate state continued
to grow, the suppressed segment develops various mechanisms to equalize the power.

In the judgment of many teachers, school boards have historically held a disproportionate amount of control or power. Myer (1973: 90) wrote: "The board could act unilaterally without consultation, always have the last word, lack good faith, ignore divergence between policy and practice, and retain a power relationship that is unilateral, paternalistic, and authoritarian."

Thompson (1969:276) expanded the point:

School districts hold the power of monopoly. They have used that power to control wages, working conditions, and to prevent teachers from having a meaningful role in policy formulation. In other words, management has used the power of monopoly to prevent an equivalent power relationship and a mutual power accommodation.

Teachers' organizations have embraced the mechanism of collective bargaining as the means of neutralizing school board control and perhaps reverse the condition of disproportionate power. The Taft-Hartley Act (1947) provided the following definition of collective bargaining:

The performance of the mutual obligation of the employer and the representatives of the employee to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of any agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached, if requested by either party, but such obligation does not compel either party to a proposal or require the making of a concession.

A definition that applies more directly to education is:
A set of procedures to provide an orderly method for teachers' associations and school boards—through professional channels—to negotiate on matters of common concern, to reach mutually satisfactory agreement on these matters, and to establish educational channels for mediation and appeal in the event of impasse (NEA, 1965:15).

Nolte (1970:13-14) contended collective bargaining increases the power of teachers. He wrote:

The difference between the traditional approach to school personnel administration and collective bargaining is marked. Using collective bargaining, the board is required to consult with employees, communication is two-way, impasse procedures are provided, good faith bargaining is mandated, and a constant dialogue requires the board to discuss divergencies between policy and practice, and the power relationship is bilateral, cooperative and democratic.

The two major teacher organizations, the AFT and the NBA, today adopt a similar posture regarding the issue of collective bargaining. However, this has not historically been the case. During the first forty years of co-existence, the NEA and the AFT had opposite philosophies and policies regarding the relationship between school boards and teachers. The writer believes it is essential to briefly trace AFT and NEA policies concerning collective bargaining to sharpen the focus on teacher militancy and collective bargaining as it presently exists.

The AFT was formed in 1919 and today has a membership of about 400,000 teachers. Since its conception, the AFT has been affiliated with the AFL-CIO labor movement. This affiliation with a parent organization who represents labor in the private sector has had a marked effect on policy regarding school board-teacher relationships. The AFT favors the same kind of relationship between teachers and their
boards of education as the relationship established between employer and employee in the private sector through the National Labor Relations Act of 1935. The AFT advocates the following positions: (1) exclusive recognition of a single bargaining agent, (2) negotiation units composed of non-supervisory educational personnel only, (3) no limit on the scope of negotiations, (4) written agreements between negotiating units and boards of education, (5) development of a code of unfair labor practices, (6) according teachers the right to strike, and (7) individual grievance procedures with outside arbitration as the final step (Cogen, 1965).

The AFT believes collective bargaining is the logical, practical and meaningful way to develop greater professionalism among teachers. Teachers must not only have the right and power to negotiate, but also a higher degree of involvement in matters of professional concern. Of the 5,845,215 teaching days of work stoppage between 1940 and 1971, teachers affiliated with the AFT accounted for 4,447,263 (Myers, 1970).

The NEA is by far the largest of the two major teacher organizations. It has 1,377,998 members, thirty-three departments, twenty-five commissions, seventeen headquarter divisions and a staff of 900 persons to carry out its policies (Nelson, 1974).

The NEA is not affiliated with any organization representing labor in the private sector. The NEA policy toward collective bargaining prior to 1962 was, "professional education associations should be accorded the right, through democratic channels, to participate in the
determination of policies of common concern including salary and other conditions for professional services." (Moskow, 1965). The absence of any reference to the words, "collective bargaining" was stressed and any agreement should preclude the use of unilateral force by the teachers' association or the school board.

The year 1962 was significant with regards to the changing of NEA philosophy and policy concerning collective bargaining by teachers. During the annual NEA convention in Denver in 1962, the United Federation of Teachers (AFT) in New York was finalizing a written agreement with the City of New York. The impetus for the agreement had been a five-day teachers' strike during the month of April. The culmination of this strike was the adoption of the first comprehensive collective bargaining agreement involving teachers.

Although there had been competition between the two organizations for a number of years, the 1962 strike by New York teachers accelerated the conflict. It also had a pronounced effect on NEA policy. The 1962 convention began to use the term, "professional negotiations", and adopted Resolution 19 entitled, "Professional Sanctions". The resolution stated:

The National Education Association believes that, as a means of preventing unethical or arbitrary policies or practices that have a deleterious effect on the welfare of the schools, professional sanctions should be invoked. These sanctions would provide for adequate disciplinary action by teachers (Moskow, 1965:325).

Since 1962, the NEA has continued to spell out terms for negotiations and use more stringent language to describe possible
action against school boards who refuse to negotiate. Local NEA units are urged to sign written agreements with school boards. Negotiations should include all items that are of a professional concern to the teachers' associations and the school boards. At the 1972 National Convention, a resolution to support strikes by local NEA units failed by a narrow margin. The policy statements of NEA, with regard to collective bargaining began to parallel the collective bargaining policies of the AFT.

Teachers in increasing numbers favor collective bargaining. An NEA report shows that 74.1 percent of NEA-affiliated teachers thought they should strike after all other means failed (NEA Research Division, 1971). Myer (1973) reported that 31 percent of the number of strikes, work stoppages, and interruptions of services during the period from 1940 to 1971 were by NEA-affiliated teachers.

Many authors feel the posture presently adopted by the AFT and the NEA regarding collective bargaining is needed if a condition of countervailing power between teacher associations and school boards is to exist. Goodwin (1969:280) wrote:

Teachers needed a mechanism to put validity to their demands and thus to operationalize countervailing power. That mechanism was collective bargaining with its power tool, the strike. Teachers have long been a collectivity. They have had their professional associations and a union for many years. They had a power tool in the association, professional sanctions. But, collectivity was not really united around a cause and their power tool was ineffective. Under such conditions, they were no match for the power of the school management. Only when teachers, as militant collectivists, are willing to adopt the private sector union
tactic of the strike to enforce its demands will they modify the monopolistic power of school boards. When this is done successfully, teachers will emerge with a state of countervailing power.

Although the AFT and the NEA have established a stance of teacher militancy and strong collective action by teachers, some authors question the merits of this approach to the teacher-school board relationship. Williams (1963:572) made the following observation:

While it is not surprising that teachers have taken to this industrial relations approach to achieve what they consider their legitimate ends, it is surprising that both school management and teachers seem to have accepted the inevitability of the industrial relations answer to the teachers' search for power. There are characteristics about this approach that leads one to question its applicability to the achievement of teacher goals. An elaborate network of rules and regulations, grievance procedures, impasse systems and job descriptions are carefully defined and meticulously maintained. One cannot help but wonder if teachers are not ultimately substituting teacher-imposed rules and regulations for those formerly imposed by school management.

Is there another alternative available to public educators other than the adoption of the labor-related conflict model of collective bargaining? Walton and McKersie (1965) described two collective bargaining models: (1) a distributive or allocation of scarce resources approach based on the conflict model used in the private sector and (2) the integrative or cooperative problem-solving approach based upon the concept of "meet" and "confer".

The differences between the two approaches are dramatic. The essential ingredients of the distributive model are: (1) a relatively
fixed value is attached to the total outcome for both parties, (2) each party is oriented to maximizing his share of the total outcome which the eventual settlement appropriates to it, and (3) the possibility exists that parties can both comport themselves so that both parties will lose; e.g. a strike of such expense that neither party can recover from the losses (Walton and McKersie, 1965).

The integrative or "meet" and "confer" bargaining model is based on a problem-solving premise. Direct conflict is avoided because there is a possibility of increasing the shares of both parties; the total payoff possible is a variable rather than a fixed sum. Each party is primarily interested in finding new alternatives which will increase the total sum available, not with increasing its own share. The motivation for agreement is school improvement, problems replace demands and counterproposals, joint problem-solving and decision making represents the group behavior. The dialogue is questioning, brainstorming, interpretation, and is built upon agreement. Impasse is rare and both sides gain as a result (Walton and McKersie, 1965).

Wynn (1970) recommended the integrative bargaining model as the most appropriate for educators. He refers to the integrative bargaining process as collective gaining, contrasting it to collective bargaining in the following ways: (1) in collective bargaining (cb), the motivation for both sides is reprisal for the other side; in collective gaining (cg), the motivation is school improvement; (2) in collective bargaining, timing is appropriate and both sides are disposed
to procrastinate until the eve of contract expiration, the opening of school or a strike deadline; in collective gaining discussion takes place throughout the year wherever problems are recognized; (3) in collective bargaining, quarrels develop over what is negotiable; in collective gaining, joint attack on any important school problem is welcome; (4) in collective bargaining, the session is closed to outsiders, discussion is secret and progress is not reported to the public until the entire package can be wrapped up and negotiations photographed shaking hands; the sessions are open to the public in collective gaining; (5) during collective bargaining, demeanor is likely to be vituperative and superintendents are warned not to get caught in the middle less they get clobbered; in collective gaining, each side deliberately obscures its resistance point even though demands are obviously inflated; (6) the dialogue in collective bargaining is argumentative and exhorative and disagreements are belaboured; the collective gainers' model provides a format for the dialogue to be questioning and interpretative; (7) caucuses are frequent in collective bargaining, strategies cannot be revealed to the other side, and the mood is often hostile. In collective gaining, the mood is friendly and empathetic, and (8) impasses are frequent in collective bargaining and in collective bargaining they are rare (Wynn, 1970).

During the latter part of the decade of the 1950's and early part of the decade of the 1960's, state legislators began to seek a legislated process that would bring teacher organizations and school
board members together to collectively solve their differences and advance the common goals. In 1961 the State of Wisconsin had the only collective bargaining law for teachers. Since 1961 twenty-nine additional states, including Montana, have enacted legislation giving teachers the right to bargain collectively.

Collective bargaining laws for public school teachers provide machinery for both models as described by Walton and McKersie; namely, the distributive or conflict model as prescribed for private business and industry and the integrative model based upon "meet" and "confer". The items that are negotiable using the distributive model are clearly spelled out, as well as the items that are to be discussed using the integrative or "meet" and "confer" model.

A major difference in the majority of laws allowing collective bargaining for public school teachers and collective bargaining as practiced in the private sector is the illegality of public school teachers to strike. With the exception of Pennsylvania and Hawaii, teachers are prohibited from legally striking. The right to strike when impasse has been reached has been replaced by mediation, fact-finding, voluntary arbitration and binding arbitration. In Pennsylvania and Hawaii, teachers have the right to strike after mediation, fact-finding and voluntary arbitration have failed to produce settlement.

Legislators in Montana passed a Professional Negotiations Act for Teachers in 1971. The language and provisions of the Act are
included in Codes 75-6115 through 75-6128 of School Laws, State of Montana. The law defines the procedure for initiating collective bargaining, items that are negotiable and those that are of a "meet" and "confer" nature, and clearly spells out the procedure for resolving impasse.

The impasse procedures provide for a panel of three persons to engage in fact-finding, partial mediation, and recommending a solution for termination of the impasse. Impasse is defined as, "the point in the collective bargaining process when the employee and the employer cannot reach proper agreement upon any proper issue or issues presented." (School Laws, State of Montana, 1971). Specifically, the impasse resolution of the Professional Negotiations Act for Teachers in Montana, Code 75-6123, states:

If, after fifty (50) days following the commencement of negotiation between an employer, and a negotiating agent designated by the employer, and teachers, or a representative of teachers, an agreement cannot be reached upon any proper issue or issues presented, either party may notify the other in writing that it desires to present the issue or issues to a panel of three (3) persons, resident of the state in which the employer is located, one (1) to be selected by the employer, one (1) to be selected by the representative of teachers, and the third to be selected by the first two (2) named, who shall act as chairman of the panel. Each party shall select its panel member within ten (10) days after such notification. If the members selected by the parties are unable to agree upon the third member within ten (10) days from the date of their selection, the senior district judge of the county in which the employer is located shall submit the names of five (5) persons to the parties at impasse and each party shall in the presence of such senior district judge alternately strike one (1) name until only one (1) shall remain. The teachers or representative of teachers shall strike the first name. The
person so remaining shall be the third panel member. Negotiation shall thereupon continue before the panel. The panel may take oral testimony under oath and shall consider all documents and arguments presented to it. If an agreement has not been reached by the parties within twenty (20) days after presentation before the panel has commenced, the panel shall make findings of fact and recommendations concerning both parties within five (5) days after such twenty (20) day period. Within five (5) days following mailing of such findings and recommendations, the parties must notify the county superintendent of schools and each other whether or not they accept the findings and recommendations of the panel, and unless both parties do so accept, the panel shall publicize its findings of fact and recommendations in such manner as it deems advisable. Not less than five (5) days nor more than ten (10) days after such publication of findings of fact and recommendations of the panel, the parties shall again notify the county superintendent of schools and each other whether or not they accept the recommendations of the panel. The parties may further negotiate and settle the issues at any time before or after the recommendations of the panel. Each party shall pay the expenses of its selected member of the panel and both parties shall share equally the expenses of the third member of the panel and the publication costs. (School Laws, State of Montana, 1972).

STATEMENT OF THE PROBLEM

The problem of this study was to determine the effectiveness of the impasse procedures of the Professional Negotiations Act for Teachers in Montana, Code 75-6123. The attitudes of 108 randomly-selected members of negotiation teams toward the impasse procedures were compared, described and contrasted. Specific aspects of the problem investigated were: (1) Are the impasse procedures acceptable to both parties, (2) Do the impasse procedures encourage collective bargaining, (3) Do the impasse procedures provide for an equitable settlement for both parties locked in the dispute, and (4) Are other impasse procedures more acceptable than the procedures used in Montana.
NEED FOR THE STUDY

On January 17, 1962, President John F. Kennedy issued Executive Order 10988 giving recognition that employees of the Federal Government had the right to join and form unions and bargain collectively. Saying that, "participation of employees in the formulation and implementation of personnel policies affecting them contributes to the effective conduct of public business," President Kennedy's Executive Order represented one of the first official policies on union management relations for civil servants (Schneider, 1969:98). Basically, the order granted:

1. The right to organize and present views collectively to executive officials, Congress, or other appropriate authority,
2. The right of an employee organization to informal, formal, or exclusive recognition,
3. The right of formally and exclusively recognized organizations to be consulted and to raise for joint discussion matters of concern to their members, and
4. The right to exclusive representatives to negotiate written agreements applying to all employees within a unit. (Schneider, 1969:99).

Executive Order 10988 provided the same impetus for collective bargaining in the public sector as the Wagner Act provided for the private sector. States began to provide legislation giving public employees the right to organize, elect a bargaining unit and bargain collectively.

Strikes by public employees are uniformly considered to be illegal. In some states such as Rhode Island, Washington, and Delaware, strikes are declared illegal. In several other states including Wisconsin and Kansas, strikes are deemed to be unfair labor practices (Shaw, 1972). Hawaii and Pennsylvania are the only states
that provide for strikes by defined categories of public employees and only under certain conditions.

The strike tool used in private business and industry to settle deadlocks on impasses that occur during negotiations has been replaced in the public sector by fact-finding, mediation, voluntary arbitration and binding arbitration. Wing (1971) conducted a survey of teacher-school board collective negotiations in 26 states including Alaska, California, Connecticut, Delaware, Florida, Hawaii, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Pennsylvania, Nebraska, Nevada, New Jersey, New Hampshire, New York, North Dakota, Oregon, Rhode Island, South Dakota, Texas, Vermont, Washington and Wisconsin. Questionnaires were sent to (1) Chief school officers, (2) Executive secretaries of the state NEA affiliates, (3) Presidents of state NEA affiliates, (4) Executive secretaries of AFT units, (5) Presidents of AFT units, and (6) Executive secretaries of School Board Association (SBA) and chairmen of the State House Educational Committees. One of the questions concerned itself with the method used in these states to settle impasse disputes. He found four states used binding arbitration, two states used limited right to strike, fourteen states used mediation, and two states had no provision and six states used a combination of all methods. The law in the State of Montana provides for fact-finding and non-binding arbitration.

Wing (1971) also asked the question, "What is the most crucial
area of teacher-school board negotiations?" Eleven of the twenty-six states sampled, on 42.3 percent, felt the impasse provision of the legislation to be the most crucial area of the state laws providing for collective bargaining for teachers.

Montana passed a Professional Negotiations Law for Teachers in 1971. Since 1971, the following school districts have used the impasse procedures of the law: Helena, Great Falls, Shelby, Browning, Independent School in Yellowstone County, Centerville, Sims, Poplar, Charlo, Anaconda, Billings, Valier, Polson, Gardiner, Missoula Elementary, Fort Benton and Pioneer Progressive. (Nelson, 1974).

How acceptable have the impasse procedures been to the parties locked in dispute? Nelson (1974) suggested the pattern seems to indicate that teachers accept the impasse panels' findings and the school boards, in a great number of cases, rejected the findings. Of the seven impasses declared during the 1973-1974 school year, the recommendations of the arbitration panel were rejected on four occasions by school boards and accepted on all occasions by teachers. (Nelson, 1974).

Mr. James McGarvey, President of the Montana Federation of Teachers (MFT) has referred to Montana's Professional Negotiations Act for Teachers as a "meet" and "confer" act. The MFT also believes the law favors school boards because it does not legally allow Montana teachers the use of economic force; namely, the strike, to settle impasse disputes.
GENERAL QUESTIONS TO BE ANSWERED

This study described, compared and contrasted the attitudes of randomly-selected negotiators representing school boards of teacher associations concerning the following questions:

1. Is professional negotiations between teachers' associations and school boards in Montana a process of "meet" and "confer"?

2. Is professional negotiations between teachers' associations and school boards a process that is essentially an adversary relationship?

3. Do the Impasse Procedures of the Professional Negotiations Act for Teachers in Montana favor school boards over teacher associations or teacher associations over school boards?

4. Is the impasse procedure of Montana law for negotiations by teachers an effective tool in keeping negotiations at the bargaining table?

5. Should the impasse procedure include a provision making the recommendations of an arbitration panel binding on both parties?

6. Does the Impasse Procedure of the Professional Negotiations Act for Teachers in Montana allow for an equitable settlement for both parties locked in the dispute?

7. Should teachers have the legal right to strike?

8. Is the Impasse Procedure Section of the Professional Negotiations Act for Teachers in Montana the weakest section of the law?

GENERAL PROCEDURES

The investigator used a random sample of 108 persons representing negotiation teams in fourteen Class 1 and thirteen Class 2 school districts in Montana. Of the 108 randomly-selected members, fifty-four
represented school boards and fifty-four represented teacher associations or teacher unions. The sample members represented the following Class 1 school districts: Butte, Billings, Great Falls, Missoula Elementary, Missoula High School, Helena, Kalispell, Bozeman, Havre, Libby, Livingston, Wolf Point and Columbia Falls. Class 2 size districts included Three Forks, Lewistown, Polson, Roundup, Twin Bridges, Fairfield, Sunburst, Shelby, Laurel, Cut Bank, Hardin, Deer Lodge and Conrad.

A questionnaire consisting of twenty-five items was sent to sample members during the week of February 11-15, 1974. A second questionnaire was mailed to the non-respondents the third week of March. Of the 108 questionnaires mailed, eighty were returned, or 74 percent. Forty-one of the fifty-four questionnaires, or 76 per cent, were returned by negotiators representing teacher organizations. Thirty-nine of fifty-four questionnaires, or 72 percent, were returned by negotiators representing school boards. A copy of the questionnaire can be found in Appendix A, page 110.

LIMITATIONS AND DELIMITATIONS

The study had two limitations. They were: (1) the limited time the Professional Negotiations Law for Teachers was in effect in Montana, (2) the limited number of cases of teacher organization-school board conflicts that have gone to impasse, and (3) the review of literature was limited to the libraries at Montana State University and the University of Montana.
DEFINITIONS OF TERMS

Terms defined include:

**Collective Bargaining.** A process of compromise and concession-making on matters over which there is conflict and common concern between the employer and the employee (the terms, "Collective Bargaining and Professional Negotiations" are used interchangeably).

"Meet" and "Confer". A process involving employer and employee in a discussion of issues of concern to both parties.

**Impasse.** The point in the collective bargaining process when the employee (teachers' association of teachers' Union) and the employer (school board) cannot reach agreement upon any proper issue on issues presented.

**Class 1 School District.** A student population of 6500 or more.

**Class 2 School District.** A population of between 1000 and 6500.

**SUMMARY**

Historically, school boards have dictated the direction of public education and in many instances the personal and professional fate of teachers. Teachers' requests were often treated lightly by administrators and school board members. When this occurred, they had little recourse but to accept their fate, although they may not have liked it.

The teacher in today's educational society is making a serious attempt to equalize and perhaps reverse this circumstance of countervailing power which has historically favored school boards. The
vehicle they have chosen is the tool of collective bargaining. They are demanding to bargain on educational issues that concern them personally and professionally.

The American Federation of Teachers and the National Education Association have adopted a similar posture toward collective bargaining. They have patterned their negotiating behavior after the distributive model used by labor in the private sector of the economy. Teacher-school board relationships during negotiations are advisory in nature and based upon a power relationship. While the AFT has always followed the patterns of the labor-affiliated parent body, the AFL-CIO, it has only been during the past decade that the NEA has moved toward this position.

The major difference between collective bargaining in the private sector and collective bargaining in the public sector is the illegality of the use of the strike in the public sector. While this illegality does not always deter the use of economic force to settle disputes, it necessitates the inclusion of provisions in the laws of the states to systematically and peacefully settle deadlocks that occur between negotiating parties. These provisions generally include fact-finding, mediation, voluntary arbitration and binding arbitration or a combination thereof.

Only the State of Wisconsin had legal provisions for collective bargaining prior to 1962. In 1962, President John F. Kennedy issued
Executive Order 10988 giving public employees the right to bargain collectively with their employers. Since 1961 an additional twenty-nine states, including Montana, have enacted legislation enabling teachers to bargain collectively with school boards. Teachers are prohibited from legally striking in all except Hawaii and Pennsylvania.

The majority of state laws also prescribe the items that are negotiable using the distributive model and those that are strictly "meet" and "confer" items. Montana law clearly describes what items are negotiable and what items are "meet" and "confer".

Montana law declares that strikes by public employees are illegal. The procedure for resolving impasse during negotiation is described in Code 75-6123 of the School Laws for the State of Montana. The law provides for fact-finding procedures, partial mediation and recommendation for unlocking the disputes which are non-binding on both parties locked in the dispute.

Since the enactment of the Professional Negotiations Act for Teachers in Montana, a total of eighteen school districts have used the impasse procedure of the law. While a clear trend is not evident, it appears that teachers accept the finding of arbitrations more often than school boards.

The purpose of this study was to compare, contrast and describe the attitudes of 108 randomly-selected members of negotiations teams toward the impasse procedures of the Professional Negotiations Act for
Teachers in Montana. This was done by mailing a twenty-five item questionnaire to the sample members representing fourteen Class 1 and thirteen Class 2 school districts in Montana.

Chapter 2 will review the evolution of collective bargaining and impasse procedures in the private and public sector with an emphasis on public education.
CHAPTER 2

REVIEW OF RELATED LITERATURE

Introduction

The past two decades have seen a shift in the American Labor Force from largely blue collar workers to predominately white collar workers. White collar employees outnumbered blue collar employees in the non-agricultural labor force in the late 1950's, the first time this has occurred in our nation's history (Woodworth and Peterson, 1969). Also, approximately one out of every six non-agricultural employee was on the public payroll and the number of state and local government employees increased 65 percent between 1955 and 1965. Of this amount, approximately one-half of the employees worked in the field of education.

Membership in traditionally blue collar trade unions was decreasing and membership in white collar unions was increasing. Woodworth and Peterson (1969:4) reported, "Bureau of Labor Statistics figures show that union membership decreased from a high of 34.7 percent of non-agricultural workers in 1954 to 28.0 percent in 1966."

Foegen (1967:93) wrote:

As of 1966, over 1.5 million of 10 million government employees at all levels belong to public employee unions. Six of these unions have over 100,000 members. And, the area of greatest union growth and unrest today is among public employees.

Public employees became increasingly interested in collective bargaining. (Kossolow, 1969:22) emphasized the point: "Many
associations or employees in public service which formerly limited themselves to fraternal and professional questions are taking greater interest in the new bargaining activities. Prominent among these is the National Education Association."

The first part of this chapter entitled, "Collective Bargaining in the Private Sector", will review the evolvement of collective bargaining and impasse procedures in the private sector. The remainder of the chapter entitled, "Collective Bargaining in the Public Sector", will review the evolvement of collective bargaining and impasse procedures in the public sector with the major emphasis on public education.

COLLECTIVE BARGAINING IN THE PRIVATE SECTOR

The cornerstone of federal policy in the field of labor relations law is the National Labor Relations Act of 1935, often referred to as the Wagner Act. Prior to 1935, little federal recognition had been given to union legitimacy and the legality of collective bargaining. Public policy favored management. At the peak of the depression, however, the pendulum began to swing toward a policy of union encouragement. The Wagner Act period from 1935-1947 was clearly one of governmental encouragement of collective bargaining.

Labor hailed the Wagner Act as its greatest gain. Davey (1972: 56) wrote:

The Wagner Act of 1935 was clearly the high point of unblushing encouragement of unionism and collective bargaining. It also marked the beginning of the regulation phase. Five
employer practices were prohibited as unfair. Once the constitutionality of the Act was upheld in the Supreme Court's Landmark Decision in April, 1937, the National Labor Relations Board (NLRB) was able to move effectively to implement the national labor policy of encouraging the practice and procedure of collective bargaining.

It is difficult to exaggerate the importance of the Wagner Act and the Board as instrumentalities for facilitating the rapid growth of unionism. Union industries would not have been possible without the psychological climate and the legal support that the Wagner Act and the NLRB supplied.

The NLRB was established to enforce the legislation. Shils and Whittier (1968:128) believe the functions of the NLRB is:

To ascertain and declare who in any particular plant are bonafide representatives entitled to speak for employees in collective bargaining and to hear and pass on complaints against employers for denying or abridging employees' rights to organize, for refusing to bargain collectively, for discharging employees, for union activity, or for engaging in other unfair labor practices.

Shils and Whittier (1967:127) further report:

In three decisions in 1937, the Supreme Court of the United States confirmed the constitutionality of the new labor law. With the National Labor Relations Act reviewed affirmatively, it was clear that Congress had the right to require collective bargaining as an exercise of its commerce power. Employers had no alternative but to comply with the statute's provisions. In these crucial decisions, the Court took a long step forward, not only in modernizing its interpretation of the commerce power, but in enabling the national government to deal with the realities of American business in twentieth century.

Union membership grew remarkably during the Wagner Act era. Between 1935 and 1945, union membership grew from 3,728,000 to 14,796,000 (Davey, 1972). During the years of World War II (WW II), both employers and unions were operating under the constraints of a no-strike, no-lockout pledge. While joint concern for the war effort
created a peaceful atmosphere on the surface, tensions were building beneath the surface. The post-war period would be the format for a new era in employer-union relationships.

As World War II drew to a close, a consensus of professional opinion urged a prompt return to "free" collective bargaining. Long restrained by wartime regulations, some unions were anxious to capitalize on their increased economic power. At the same time, there were some employers who looked upon a return to private bargaining as an opportunity to crush the unions with which they had been obliged to deal (Davey, 1972).

During the post-war years, the strike emerged as labor's most effective tool in resolving disputes during collective bargaining. Foegen (1967:91) wrote:

Unions are convinced that the strike is the worker's only effective weapon of protest. Conferring with an employer, begging, or even threatening him is ineffective, they feel! He must be approached, not through his ear, but through his pocketbook. Strikes are intended to do just that.

This basic belief by unions and the antagonism toward unions by some employers made 1946 the most serious strike year in our history. Approximately 1.43 percent of the total man hours worked in 1946 were lost due to strikes (Davey, 1972). The most serious dispute was a 113-day strike by the United Auto Workers in 1945-1946 against General Motors.

The positive side of the post-war era cannot be overlooked or underemphasized. The values of free collective bargaining came to be
appreciated by employers and labor leaders alike. Collective bargain-
ing required the establishment of a satisfactory, enduring relation-
ship with the other party. This could only be done by attempting to
understand one another's point of view and developing constructive
private arrangements. Collective bargaining had arrived as a viable,
positive process for settling disputes and improving the conditions of
both management and labor.

While the use of the collective bargaining process gained in-
creasing support, the use of strikes as a viable means for dispute
settlement was questioned. Public pressure to do something about the
man hours lost due to strikes each year became overwhelming. The
Wagner Act of 1935 was criticized for being pro-labor. By 1946,
respect for the Wagner Act had so diminished in the public mind that a
Republican Congress believed that it had a popular mandate to amend it.
There was also a belief rampant in the nation that the arrogance of
several outstanding leaders of labor had to be attended to and that
the Wagner Act, which appeared to be partial to labor, should be
ammended to provide greater neutrality in the administration of
industrial unrest (Shils and Whittier, 1968:129).

The Congress chose to revise National Labor Policy in 1947. In
doing so, they overlooked the positive aspects of 1946 and looked only
at the man hours lost due to strikes. The resultant legislation was
the Taft-Hartley Act. The Taft-Hartley law was, "an act to amend the
Wagner Act and for other purposes." (Davey, 1972:60). The law was roughly five times as long as the 1935 statute and contained many new provisions and concepts.

The Taft-Hartley Act retained approximately fifty percent of the provisions of the Wagner Act and added other conditions that balanced the union-employer relationship. Some of the more significant provisions are: (1) Taft-Hartley imposes severe restrictions on the means that unions can use to induce workers to join, (2) unions are prohibited from coercing an employer in the selection of his representatives for purposes of collective bargaining on the adjustments of grievances, (3) the Act prohibits unions from pressuring an employer to discriminate against one of his employees and thus commit an unfair practice himself, and (4) just as employers are prohibited from refusing to bargain in good faith with a labor organization lawfully entitled to exclusive representation under the Act, unions are prohibited from refusing to bargain collectively in good faith with employers (Davey, 1972:71).

The Taft-Hartley Act does not prohibit the right to strike; however, several specific types of strikes are outlawed. They include: (1) any strike by federal government employees, (2) any strike to achieve an objective that is unlawful under the Act, (3) any strike to force an employer to violate the Act, (4) any general or sympathetic strike, and (5) any jurisdictional strike. (Davey, 1972:77).
It is agreed by both labor and management that the duration and number of work stoppages has been encouragingly low since 1946. However, Davey (1972:78-79) wrote:

The complex of statutory and practical limitations on economic force and the decline in its use should not obscure the continuing validity of the proposition that the right of employees to strike and the right of employers to lock out employees or to "take" a strike are essential elements of free collective bargaining as we have always understood it in the United States. The knowledge that economic force may and can be used as a last resort is a powerful factor in keeping the parties at the negotiation table.

Under contemporary conditions of economic interdependence, the strike is rarely used. It has become literally a last resort device where negotiations, mediation and other efforts to reach a peaceful solution have failed. The meaningfulness of bargaining, however, is still directly related to preserving the right to use economic force. If this most powerful of incentives to reach agreement should be eliminated by law, collective bargaining would cease to be either free or productive.

Many union officials will admit privately that strikes are undesirable; however, they feel that they are a lesser evil than eliminating unions entirely (Foegen, 1967). In a typical reiteration of this view, AFL-CIO President George Meany stated in his 1966 Labor Day message, "It is the right to strike that gives clear meaning to collective bargaining." (Labor, 1966:3).

The strike is also seen as a price that must be paid for something more broad than union survival. Congressman Michael Feighan said that the strike is a "small price to pay for the liberty and freedom of American democracy. Every American would lose a part of his birthright if the right to strike was curbed every time a union exercised it effectively." (Labor, 1966:4).
The main function of a strike is to invoke the process of concession and compromise on the negotiating parties. Stevens (1966:40) described the functions of the strike:

Generally, the strike is a technique by means of which each party may impose a cost of disagreement on the other. The central role usually assigned to the strike in analysis of collective bargaining is predicated upon the notion that a technique for imposing a cost of disagreement is necessary to invoke the process of concession and compromise which are an essential part of normal collective bargaining negotiations.

Stevens (1972:40) further noted the importance of the strike weapon upon the collective bargaining process. He wrote:

Thus, the strike provides a kind of benchmark which may be helpful in arriving at a particular solution in negotiations. If parties do strike, the outcome of the strike negotiations will be the solution, and in some instances, this may be the only way in which a solution is available.

In the private sector of our economy, the strike is an important and viable tool for unlocking labor disputes and protecting and encouraging the collective bargaining process (Davey, 1972). The next section of this chapter will review collective bargaining and dispute settlement, and the alternatives available to public employees for dispute settlement.

COLLECTIVE BARGAINING IN THE PUBLIC SECTOR

On January 17, 1962, President John F. Kennedy issued Executive Order 10988 giving recognition that employees of the Federal Government had the right to join and form unions and bargain collectively. President Kennedy's Executive Order represents the first official
policy on union-management relations for civil servants. Basically, the order grants: (1) the right to organize and present views collectively to executive officials, Congress, or other appropriate authority, (2) the right of an employee organization to informal, formal, or exclusive recognition, (3) the right of formally and exclusively recognized organizations to be consulted and to raise for joint discussion matters of concern to their members, and (4) the right to exclusive representatives to negotiate written agreements applying to all employees within a unit (Schneider, 1969:99).

Executive Order 10988 provided the same impetus for collective bargaining in the public sector as the Wagner Act of three decades before had provided for the private sector. Secretary of Labor Willard Wirtz (1964:57) described the order as, "leading the way to constructive bargaining, or, perhaps even better, creative bargaining." Chairman John W. Macy, Jr., who had served as Secretary of Labor Arthur Goldberg's deputy on the Task Force which drafted the order, applauded the order. Macy (1962:2) wrote:

This program is the biggest step forward in fifty years. It is a demonstration that we have not lost our capacity to achieve timely and fundamental reform. This is the end of the line for 'papa knows best' attitudes in any level of management.

Public employees as a group may be divided into four broad categories. First, there are those people who are employed directly by the state or any of its political subdivisions. The second group would
be composed of those people who are employed by a legally-created semi-autonomous agency of the state. Examples of such agencies would be the state universities, school boards and transit authorities. The third group would include those employees affected by the public interest in an industry which is primarily local in nature. The fourth group would be privately-owned utilities such as gas, electricity, telephone and transit (Belasco, 1965).

Executive Order 10988 denies government employees the right to use the strike as a tool when bargaining. There are several reasons for this denial.

The first involves the doctrine that the people are sovereign; that a strike against the government is in actuality a strike against the entire nation. Another reason for the government's immunity from strikes is the vital nature of the government services. The oft-cited example of this is policemen and firemen. It is pointed out that the public could never be expected to forego these services in the event of a strike; thus, the answer is to outlaw the strike. This reasoning has simply been extended to include all government personnel. (Shenton, 1966:138).

States began to enact laws allowing public employees to bargain collectively. Prior to President Kennedy's Executive Order, Wisconsin was the only state to have enacted comprehensive legislation allowing public employees to bargain collectively. By 1973, a total of twenty-nine states had enacted separate legislation allowing the teachers the
right to bargain collectively with school boards. Ten states have enacted statutes covering firemen and policemen (Shaw, 1972). A typical provision found in most state statutes reads as follows:

It shall be lawful for public employees to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employees through representatives of their own choosing. (Shaw, 1972:28).

The School Laws of Montana, Code 75-6118 state:

It shall be lawful for teachers to organize, form, join or assist in employee organizations or to engage in lawful activities for the purpose of collective bargaining, or to bargain collectively through representatives of their own free choice. Teachers shall also have the right to refrain from any or all such activity, but shall be bound by a professional negotiations agreement involving the appropriate unit of which they are a member. It shall be the duty of an employer to meet and confer on any proposal advanced by a representative of teachers, or by a teacher or group of teachers if no representatives of teachers has been selected, if such proposal does not endeavor to amend the terms of a professional negotiations agreement then in effect, and nothing in this act shall be construed to diminish such duty. However, a representative of teachers selected as provided by this act shall be the exclusive representative of all the teachers in the appropriate unit to meet, confer or negotiate upon all matters permitted in Section 75-6119 and such teachers shall not negotiate individually.

The majority of state acts expressly prohibit strikes by public employees in general, and teachers in particular. The states of Rhode Island, Washington and Delaware prohibit strikes by teachers. In several other states including Wisconsin, Kansas and Montana, strikes are deemed to be unfair labor practices (Shaw, 1972). Hawaii,
Pennsylvania and Vermont are the only states that provide for strikes by defined categories of public employees and only under certain conditions.

The School Laws of Montana (1971:150), Code 75-6120, entitled, "Unfair Practices", Item 2c, reads: "Teacher or teacher organizations, their agents or representatives, are prohibited from the following unlawful acts:

Instituting, maintaining or participating in a strike or boycott against any employer, or picketing any school or school facility to further or to induce a strike or boycott because of any controversy, engaging in, or inducing or encouraging any individual to engage in a strike of refusal to handle goods or perform services or threatening, coercing or restraining any individual where the object thereof is to force or require any employer to discontinue doing business with such individual, or to force or require an employer to recognize a teacher representative not selected as provided in Section 75-6121." Code 75-6127, "Penalty for Violation", states: "Any teacher who violates the provisions of Section 75-6120(2) (c) shall forfeit his salary for every day that he is in violation." (School Laws of Montana, 1971:154).

Although Executive Order 10988 set the stage for collective bargaining in the public sector and was highly praised by officials of government and labor alike, it was a mere two years later when many people began to level criticism of the order. Civil Service Commission Chairman John W. Macy, Jr., expressed his feeling in a less enthusiastic view. He said, "The task of setting up new relationships between Federal managers and employee organizations has not been easy. There have been difficulties and some complaints." (Hart, 1966:176).
Management's disenchantment has been mild compared with that of leaders of government employees. Although union complaints take many forms, they tended to boil down to a single word, impasse. Hart (1966:176) wrote:

Because all federal employees' unions had reserved the right to strike against the government, management representatives at the bargaining table are subject to no compulsion to make concessions or compromise leaders to meaningful agreements, comparable to the threat of a crippling strike, which hangs over the heads of their counterparts in industry in comparable circumstances.

By eliminating the public employee right to exert economic force on the employer, have we reduced the collective bargaining process to one of "meet" and "confer"? Zach (1972:105) expressed the following point of view:

The absence of the right to strike in the great majority of jurisdictions has permitted the employer to bargain with the assurance that if his offer is not acceptable, the employees are legally prohibited from asserting the same economic pressure as might their private sector counterparts.

It became apparent that if the strike could not be used to settle impasse, other procedures had to be developed. Addressing an AFL-CIO National Convention, President George Meany charged that, "Certain departments of the government do not agree wholeheartedly with the President's intent in promulgating an order to give federal employees' representation rights." (Hart, 1966:176). The convention responded by passing a resolution calling for a revision of Executive Order 10988, "to authorize binding arbitration to resolve negotiation impasses." (Hart, 1966:176).
Davey (1972:194) expanded the point:

As we begin analysis of how to improve performance levels in avoiding use of economic force in future term cases and to consider alternatives to its use, the first consideration is to acknowledge that if by law we choose to eliminate the right to use economic force, there must be at the time, provision for "suitable" alternative procedures for agreement on future terms. "Suitable" here is defined to mean acceptable and feasible in the eyes of the parties to the bargaining. Anything short of this involves an end to collective bargaining in the customary sense.

Davey (1972:197) suggested three "first principles" for effective dispute resolution. They include: (1) in any situation where use of economic force is conditioned or prohibited by law, effective dispute settlement machinery must be available that will encourage rather than discourage bargaining to finality, (2) public policy on labor dispute settlement should not be predicated on the proposition that peaceful solutions are always possible or even always desirable, and (3) the possibility of the use of economic force should be available to the public sector on a limited basis (to be spelled out subsequently).

Belasco (1965) suggested the following two conditions must be met by dispute-settling provisions. First, there must be a determined effort to encourage collective bargaining and second, there be an apparent desire to provide a viable alternative to the use of economic force in providing an equitable settlement for both parties locked in the dispute.

Zach (1972) believed that dispute settlement procedures will be effective only when they (1) expedite collective bargaining and
stimulate settlement through direct negotiations, (2) allow for equitable settlement to both parties locked in the dispute, and (3) are voluntarily accepted by both parties.

Davey (1972:1971 summed up the feelings of most authors when he wrote: "The fundamental test for evaluating the merits of any proposed conflict resolution is whether it contributes to strengthening collective bargaining as an institutional process.

**Impasse Procedures in the Public Sector**

The statutes of many states either implicitly or explicitly state that its objective is to encourage collective bargaining. For instance, the Oregon State Statute states, "This state encourages the practice of collective bargaining. To accomplish this objective, several statutory techniques have been constructed designed to encourage collective bargaining." (Belasco, 1965:540).

A statutory procedure designed to encourage collective bargaining is set forth in the 1956 amendments to the Michigan arbitration statute. Under these amendments, once an impasse has been reached, the representatives of the two parties meet as part of the fact-finding panel and attempt to resolve the dispute before a neutral third person is chosen. Only if they are unable to agree after thirty days do the two representatives choose a third party and issue findings of fact. Similar provisions exist in North Dakota and Minnesota (Belasco, 1965).
Wisconsin law provides that both shall equally bear the costs of expensive arbitration fees. Minnesota and North Dakota provide that the cost of arbitration shall be borne by the unit of government involved. Thus, by making it expensive to disagree, the states hope to exert some economic pressure on either one or both of the parties to encourage collective bargaining and the private resolution of contract disputes (Hart, 1966).

Belasco (1965) studied the arbitration laws for public employees in Minnesota, Wisconsin, North Dakota, Nebraska, New York, Michigan and Oregon. His findings supported two conclusions: (1) the provisions all encourage collective bargaining between the parties. The laws appear to be carefully drawn to structure face-to-face interaction both with and without third parties in an effort to accomplish a negotiated settlement, and (2) all states' desire to provide an acceptable alternative to the use of economic force to resolve contract disputes between public employees while still preserving the institution of collective bargaining.

Belasco (1965) also reported in his study that (1) binding arbitration, (2) advisory arbitration, and (3) fact-finding were the most popular and often-used forms of arbitration. Wing (1971), in a study conducted for the Education Commission of the States, surveyed chief school officers in the states of Alaska, California, Connecticut, Delaware, Florida, Hawaii, Kansas, Maine, Maryland, Massachusetts,
Michigan, Minnesota, Pennsylvania, Nebraska, Nevada; New Jersey, New Hampshire, New York, North Dakota, Oregon, Rhode Island, South Dakota, Texas, Vermont, Washington and Wisconsin to determine the types of arbitration procedures provided by the laws of these states. He found four states used binding arbitration, fourteen used mediation and/or advisory arbitration, two states had no provisions. Zagoria (1972) recommends an "arsenal of weapons" approach using standing umpires. The statutes for the State of Montana, Code 75-6123, provides for fact-finding and advisory arbitration.

The writer will provide an in-depth review of fact-finding, compulsory arbitration, and advisory arbitration. Cursory treatment will be given to mediation, the "arsenal of weapons" approach, and the right to strike under certain conditions.

Fact-Finding

Staudomar (1970:422) described fact-finding:

As a procedure which attempts to provide an acceptable alternative to the use of economic and political force in resolving disputes between employers and employees. It involves a statement of issues in dispute to a neutral party or parties. The impartial body investigates the issues and recommends a solution to the negotiating parties for further bargaining. The recommendations are not binding, but can often be used successfully to solve an impasse.

The number of fact-finders to be used and the method of appointment varies somewhat from state to state. The number usually ranges from one to three. In some states, fact-finders are appointed by a
state board. In some instances, the parties may make the selection.

If the parties make their own selection, the best arrangement seems to be to allow each party to select one arbitrator, after which the two fact-finders choose a third (Staudomar, 1970).

School Laws of Montana (1971:153), Code 75-6123, states:

If an agreement cannot be reached upon any proper issue or issues presented, either party may notify the other in writing that it desires to present the issue or issues to a panel of three (3) persons, resident of the state in which the employer is located, one (1) to be selected by the employer, one (1) to be selected by the representative of teachers, and the third to be selected by the first two (2) named who will act as chairmen of the panel.

Criteria to be used by fact-finders in arriving at decisions depends largely on the dispute and the personal judgment of the fact-finders. Most fact-findings deal with the issues of wages and benefits. Criteria used includes cost of living, ability to pay, and salaries of teachers in other comparable sized school districts.

The length of time required for fact-finding varies from state to state. Staudomar (1970:424) reported:

In Wisconsin, the median time required from date of petition to date of agreement in twenty-three cases was eight months. In fifteen Michigan fact-findings involving school disputes, the average time from initial request of issuance of report was only twenty-six days. Connecticut and Massachusetts require that recommendations be made in 30 to 60 days, respectively, after commencement of fact-finding.

School Laws of Montana (1971:153), Code 75-6123, provides the following statement:
If an agreement has not been reached by the parties within twenty (20) days after presentation before the panel has commenced, the panel shall make finding of fact and recommendations concerning the issues discussed and shall serve a copy upon both parties within five (5) days after such twenty-day period.

Results indicate that fact-finding has had a positive effect on the bargaining process and in serving to prevent strikes by teachers.

Research reported by Staudomar (1970:424) shows:

In preliminary figures from the New York State Teachers' Association, fact-finding was reported a success in 15 or 36 cases on about 42 percent of the time. In the 21 cases that failed, school boards rejected the recommendations 12 times; the employee organizations rejected them on four occasions.

In Wisconsin, 20 out of 28 fact-finding awards in a sample of cases, or 70 percent, served as the basis for settlement of disputes. Robert Harlett, Chairman of the Michigan Labor Mediation Board, estimates that fact-finders' recommendations have been accepted in about 50 percent of the cases.

**Advisory Arbitration**

Fact-finding and voluntary arbitration are terms often used interchangeably. The processes of advisory arbitration and fact-finding are almost identical. Strictly speaking, fact-finding may or may not involve recommendations to the parties, while advisory arbitration always does. (Staudomar, 1970).

School Laws of Montana (1971:153) requires, "the panel make finding of facts and recommendations concerning the issue discussed and shall serve a copy upon both parties within five (5) days after such twenty-day period." The parties must notify the county
superintendent of schools whether they accept or reject the findings and recommendations of the panel.

Two types of voluntary arbitration are generally used to settle contract disputes. They are: (1) Ad-Hoc voluntary arbitration and (2) Scheduled on standing agreement to submit to voluntary arbitration in the event of impasse.

Ad-Hoc voluntary arbitration gives the parties the option of selecting voluntary arbitration at the last minute when impasse seems inevitable, e.g. with a strike deadline set for 12:00, the parties choose either arbitration or a strike at 11:59 p.m. Scheduled or standing agreement voluntary arbitration provides a prior to deadlock agreement that the parties will resort to voluntary arbitration if and when deadlock occurs (Stevens, 1967).

A system of "splitting the differences is quite common in arbitration recommendations of awards. Simply, the arbitration outcome always lies between the final offers of the parties. (Stevens, 1967).

Turner (1952:15-16) conducted a study of post-war arbitration in Britain and concluded: "In wage cases where information on employers' counter-offers was available, quite a number of decisions seemed to embody an almost arithmetically exact division of the differences between claim and counter-offer."

Stevens (1967:79) wrote: "This may not seem a very sophisticated arbitration formula. However, for voluntary arbitration which is a part
of collective bargaining, it would be hard to construct a more rational
one, i.e., one more likely to generate an award within the contract
zone." Stevens (1967:79) draws some final conclusions relative to the
process of voluntary or advisory arbitration:

We may conclude by recognizing the often-referred to
danger that where arbitration follows upon collective
bargaining, the former may tend to alternate and subvert
the latter. Generally speaking, this is more apt to be a
problem with compulsory arbitration than voluntary arbitra-
tion, especially voluntary arbitration of the Ad-Hoc variety.
For, under such circumstances, neither party can know, prior
to 11:59 p.m., whether arbitration will in fact eventuate.

Compulsory Arbitration

Compulsory, or binding arbitration, is the process for resolving
deadlocks during collective bargaining "where a neutral person or
committee listens to each party's point of view and then issues a
binding decision for settlement." (McLennan and Moskow, 1969:197).
The School Laws of Montana do not require the recommendations of an
arbitration panel be binding on the parties locked in dispute.

The case for and against binding on compulsory arbitration has
been extensively argued over the years. The discussions continue today
among senators, authors, educators, labor leaders, to mention but a few.

A central point in the argument against compulsory arbitration
is that it is not compatible with collective bargaining (Stevens,
1966). Senator Wayne Morse of Oregon has spoken out strongly against
compulsory arbitration.
However, Mr. President, if you go into arbitration—and there are some who want to go into compulsory arbitration—you are taking away from the parties, management and labor, some very precious freedoms. You are substituting a third party and asking that third party, in effect, to tell them how they are going to run their business, and under what conditions they are going to work. That is a dangerous situation. It is a situation that attacks, in my judgment, some basic foundations of economic freedom in this Republic (Congressional Record, 1963, p. 2492).

Senator Barry Goldwater, Republican from Arizona, agreed with Senator Morse:

It is not often that the Senior Senator from Oregon and the Junior Senator from Arizona find themselves in agreement, but on this particular subject, compulsory arbitration, I am in complete agreement. . . . I agree with the Senator from Oregon that if this is forced upon the American people, it can mean price control, wage control, quality control, and even place of employment control (Congressional Record, 1963, p. 2492).

Phelps (1964:86) fanned the fire by writing: "A statutory requirement that labor disputes be submitted to arbitration has a narcotic effect on private bargainers. . . . they will turn to it as an easy, and habit forming, release from the obligation of hard responsible bargaining.

Stevens (1966:45) claimed, "the parties often exaggerate their claims before tribunals in order to offset the result of a compromise decision."

Proponents of compulsory arbitration argued that the loss of the strike weapon places the union in public service in a disadvantaged position. It has no foundation of power from which to press its demands. Thus, compulsory arbitration is advocated as a compromise to
compensate for the loss of the right to strike. It provides the union or association with an avenue of recourse in the event of an unfair administrative decision. This is its main advantage—that it compensates for the loss of the union's or association's right to strike. (Shenton, 1966).

Compulsory arbitration is not a new concept. Phelps (1964:81) explains:

If a neighbor commits a trespass or a business associate fails to honor his contract, he is haled before a magistrate and the matter is compulsorily arbitrated rather than settled by force of arms. Even in the difficult and delicate area of domestic relations, questions of child custody and separate maintenance may be brought to compulsory arbitration at the option of an aggrieved party. Our whole system of jurisprudence relies on the idea that anyone with a grievance is able to compel an antagonist to meet him peaceably at a public hearing where, after argument, a binding third party settlement is handed down. No one apologizes for this; more often than not, the courts are referred to as protectors of our liberties, defenders of freedom. The unanimity with which it has been held that labor disputes must be except from this process is remarkable in itself.

Some authors believe compulsory arbitration does encourage the collective bargaining process and is compatible with collective bargaining. Stevens (1966:49) wrote:

By a strong system is meant one in which: (1) resort to a strike or lockout is really precluded, (2) either party can invoke arbitration, and (3) a tripartite arbitration (on a one-party authority operating without a hearing) bases its awards on the final offer of the union or association or the final offer of management. The availability to the parties of an arbitration strategy under this type of a system would seem to serve some of the functions usually associated with a strike strategy.
Compulsory arbitration as a judicial process has not yet been proven inappropriate to labor management disputes. Perhaps it should be further studied and subject to additional experimentation. Phelps (1969:91) concluded:

If the point is reached where certain classes of individual cases of work stoppage are judged to carry too high a social cost to be tolerated, experimentation with compulsory arbitration is a logical extension of past experience. Settlement by decree raises far more difficult questions than resolution by due process. Compulsory arbitration seems to be the best answer yet devised.

Arsenal of Weapons Approach

The arsenal of weapons approach keeps negotiations uncertain as to which technique will be used to resolve any deadlock that might occur. The major appeal of this approach is that if the negotiators do not know what to expect if they reach deadlock, they will work harder to settle their differences at the bargaining table.

The Right to Strike Under Certain Conditions

The states of Pennsylvania and Hawaii are vanguarding the proposition that public employees have the right to strike under certain conditions. Legal provisions in both states provide for mediation, fact-finding, and non-binding arbitration procedures. After the above-stated procedure has been followed, if either party rejects the recommendations of the arbitration panel, the other party has the right to strike or lockout. (Shaw, 1972).
Mediation

Mediation by state and federal government agents has become an acceptable means of settling labor disputes in the private sector. As a result of this acceptance, mediation has been introduced into the public sector with expectations of high success.

In mediation, a neutral person acts as an extension of the negotiation process. He seeks to expend the areas of agreement by meeting separately and jointly with each side. If possible, this process is maintained until the entire dispute is settled. (Shaw, 1972).

Summary

Executive Order 10988, issued by President John F. Kennedy in 1962, opened the door for collective bargaining by employees and employers in the public sector. Since 1962, twenty-nine states have enacted legislation specifically setting forth conditions for collective bargaining by public employees.

Collective bargaining in the public sector resembles collective bargaining in the private sector in many ways. The major difference is the legal inability of employees in the public sector to use the strike as a means of applying economic pressure to encourage settlement of the "issues" at the bargaining table.

The strike capability of employees in the public sector has been replaced by legislated procedures for resolving disputes. The three
most common procedures are: (1) fact-finding, (2) voluntary or advisory arbitration, and (3) compulsory arbitration. Montana law provides for fact-finding and voluntary arbitration.

Most authors agree that provisions for resolving disputes in the public sector must (1) encourage the collective bargaining process, (2) provide for an equitable settlement for both parties, and (3) be acceptable to both parties.

The procedures of this study will be discussed in Chapter 3. They include a description of the population, method of collecting, organizing, and analyzing the data and the sampling procedures used for data collection.
CHAPTER 3

PROCEDURES

The problem of this study was to compare, contrast and describe the attitudes of 108 randomly-selected members of negotiation teams toward the impasse procedures of the Professional Negotiations Act for Teachers in Montana, Code 75-6123.

The procedures of this study are discussed under the following chapter headings:

1. Population Description and Sampling Procedures
2. Method of Collecting Data
3. Method of Organizing Data
4. Statistical Hypothesis
5. Analysis of Data
6. Summary

POPULATION DESCRIPTION AND SAMPLING PROCEDURE

In 1973 the State of Montana had 672 operating public school districts; seventeen first-class, ninety-six second-class, and 341 third class. By definition, a first-class school district has a population of 6500 or more, a second-class school district has a population of between 1000 and 6500, and a third-class school district has less than 1000 residents (Montana Education Directory, 1973-1974).

The population of this study were members of collective bargaining teams who represented: (1) teacher organizations, and (2) members
of collective bargaining teams who represented school boards at collective bargaining meetings between the two organizations during the 1973-1974 school year. The population size was seventeen Class 1 school districts and ninety-six Class 2 school districts in Montana. Class 3 size school districts were not included in this study. The AFT or the MEA do not have large or strong affiliates in the majority of Class 3 districts. Negotiations does not assume the intensity in Class 3 districts as it does in Class 1 and Class 2 size school districts.

The sampling unit for this study was members of collective bargaining teams in fourteen Class 1 school districts and thirteen Class 2 size school districts. One sampling unit representing the teacher organization and one sampling unit representing the school boards were chosen from each school district. The fourteen Class 1 and thirteen Class 2 districts were selected using the random table of numbers. The Class 1 districts were Great Falls, Anaconda, Kalispell, Bozeman, Havre, Helena, Libby, Missoula High School, Livingston, Butte, Wolf Point, Billings, Missoula Elementary and Columbia Falls. The Class 2 districts were Three Forks, Lewistown, Polson, Roundup, Twin Bridges, Fairfield, Sunburst, Shelby, Laurel, Cut Bank, Hardin, Deer Lodge and Conrad. The total number of school districts represented was twenty-seven. The total number of sampling units was fifty-four.
The sample of this study included two members of collective bargaining teams representing teacher organizations and two members of collective bargaining teams representing school boards in each of the fourteen Class 1 size school districts and each of the thirteen Class 2 size school districts used in this study to represent the entire population. The total sample size was 108.

The members of the sample were randomly selected. During the middle of December, a letter explaining the intent of the study was sent to the superintendents of the randomly-selected school districts who represented the sampling units of the study. The letter also requested permission to continue the study in that school district and the names of negotiators representing teacher organizations and the names of negotiators representing school boards. A copy may be found in Appendix B, page 116. The Class 1 size school districts included Great Falls, Miles City, Glendive, Anaconda, Kalispell, Bozeman, Havre, Helena, Libby, Missoula High School, Livingston, Butte, Wolf Point, Glasgow, Billings, Missoula Elementary and Columbia Falls. Of the seventeen school districts asked to participate, fourteen consented and returned the requested information. The superintendents in Miles City, Glendive and Glasgow reported their school districts could not participate because of agreements between the negotiating parties that prevented dissemination of information concerning negotiations.

The same information was requested from the following Class 2 size school districts: Three Forks, Dillon, Sand Coulee, Boulder,

The sample members were selected from the names of negotiators sent by the superintendents of participating school districts. The random table of numbers provided the basis for final selection of the sample members used in the study.

METHODS OF COLLECTING DATA

The data used in this study was collected by written questionnaire. The questionnaire consisted of twenty-five statements. The first twelve statements concentrated on impasse procedures and collective bargaining in general and the last thirteen questions concentrated on the impasse procedures of the Professional Negotiations Act for Teachers in Montana. A Likert scale using the response modes of Strongly Agree (SA), Agree (A), Undecided (UD), Disagree (D) and Strongly Disagree (SD) was used. The respondent was asked to circle the response made that most closely agreed with their attitude about the written statement.

The test-retest method was used to determine reliability of the
attitude scales. While several methods are suggested for determining reliability of attitude scales, Shaw and Wright (1967:16) propose:

The test-retest method corresponds most closely to the conceptual notion of reliability and the procedure is simple. The attitude scale is administered to the same group of persons at two different times and the correlation between the two sets of scores is computed. This coefficient, usually the Pearson r, is the reliability estimate.

Shaw and Wright (1967) further expand on the advantages and disadvantages of the test-retest method. The advantages include the holding constant of items used, thus eliminating unreliability due to differences between items which occur in the equivalent-form method. Also, it has the advantage of requiring only a single scale.

The major disadvantage is the fact that the subject has been tested on a previous occasion and this could influence his response on subsequent measurements. The consequence of these effects could be a high reliability estimate. Although there is no way to overcome these difficulties, they can be minimized by allowing an interval between tests long enough to minimize the effects of memory. Shaw and Wright (1967:17) recommend, "intervals ranging from two to six weeks."

The investigator mailed the first test on December 6, 1973, to fifteen persons representative of the sample to be used in the study. Eleven of the questionnaires were returned in one month and four were not returned. On the evenings of January 4, 5 and 6, 1974, telephone
interviews were conducted with the eleven respondents. The same questions were asked during the telephone interviews that were asked on the written questionnaire.

A Pearson r test was used to compute the reliability coefficient. Weighted values of five, four, three, two and one were assigned to positive statements; five for strongly agree, four for agree, three for undecided, two for disagree, and one for strongly disagree. Oppenheim (1966:133) writes, "more complex scoring methods have shown to possess no advantage." The computed Pearson r was .89. This correlation is normal and expected. A correlation of .85 is often achieved using a Likert scale (Oppenheim, 1966).

To determine face validity of the instrument, the investigator had Dr. Robert Thibeault, Dr. Eric Strohmeyer and eleven representative persons review the instrument. Adjustments were made in the questionnaire format and the structure and content of the statements as recommended. Upon completion of the revisions, all the participants agreed the statements on the questionnaire adequately represented the area of impasse procedures, were clear and easily understood, and further improvement of the instrument was not necessary.

METHOD OF ORGANIZING DATA

A contingency table was used to group the data collected for each solicited response. A contingency table is a bivariate frequency table used to study the independence of association of two variables
A comparison of the data included the critical value of Chi-Square ($X^2$), degrees of freedom (DF), level of significance $\alpha$, and a decision to accept or reject the null hypothesis ($H_0$).

A space for comments was provided for each statement on the questionnaire. The comments were categorized and reported by similarity of response.

STATISTICAL HYPOTHESES

In order to determine the independence or differences in attitudes of negotiators representing teacher associations and negotiators representing school boards regarding impasse procedures generally, and in Montana specifically, the following null hypotheses were tested:

1. The attitudes of negotiators representing teachers' associations or teacher unions were the same as the attitudes of negotiators representing school boards regarding professional negotiations as a process of "meet" and "confer".

2. The attitudes of negotiators representing teacher organizations were the same as the attitudes of negotiators representing school boards regarding whether teachers should have the legal right to strike.

3. Negotiators representing teacher organizations and negotiators representing school boards agree the intent of impasse procedures is to keep negotiators at the bargaining table.

4. Negotiators representing teachers' associations and negotiators representing school boards agree the recommendations of a panel arbitrating an impasse dispute should be binding on both parties.
5. Negotiators representing school boards and negotiators representing teacher associations agree either or both parties locked in impasse should be allowed to accept or reject the recommendations of an arbitration panel.

6. Negotiators representing school boards and negotiators representing teacher organizations agree that teachers should have the legal right to strike if both parties at impasse reject the recommendations of the arbitration panel.

7. Negotiators bargaining for school boards and negotiators bargaining for teacher associations agree that collective bargaining should continue while arbitration is in process.

8. Negotiators representing teachers' organizations and negotiators representing school boards agree there should not be any restrictions on what items are negotiable.

9. Negotiators representing school boards and negotiators representing teacher associations agree that a surprise impasse procedure would keep the negotiators at the bargaining table.

10. Negotiators bargaining for teacher associations and negotiators bargaining for school boards do not disagree school boards should be allowed to operate schools using a skeleton crew until teachers return to work.

11. Negotiators representing school boards and negotiators representing teacher associations agree that binding arbitration would encourage settlement of difference at the bargaining table.

12. Negotiators representing school boards and negotiators representing teacher associations agree that the Professional Negotiations Act for Teachers in Montana is a "meet" and "confer" act.

13. The attitudes of negotiators representing school boards and negotiators representing teacher associations were the same regarding impasse procedures favoring school boards over teacher associations.

14. Negotiators representing school boards and negotiators representing teacher associations agree the impasse
procedures in Montana law are effective in keeping negotiators at the bargaining table.

15. Negotiators representing school boards and negotiators representing teacher associations agree that Impasse Procedures for Montana Teachers strengthens the collective bargaining process.

16. Negotiators representing teacher associations and negotiators representing school boards agree that Impasse Procedures for Teachers in Montana favor teachers' organizations over school boards.

17. Negotiators representing school boards and negotiators representing teacher associations agree binding arbitration should replace the present Impasse Procedures in Montana.

18. Negotiators representing school boards and negotiators representing teacher organizations agree the procedure for selecting members of an arbitration panel is equitable for both parties.

19. Negotiators representing school boards and negotiators representing teacher associations agree that an equitable settlement occurs when the impasse procedure is employed.

20. Negotiators representing school boards and negotiators representing teacher associations agree all items are negotiable.

21. Negotiators representing school boards and negotiators representing teacher associations do not have independent attitudes about the appointment or an arbitration panel by the Superintendent of Public Instruction.

22. Negotiators representing school boards and negotiators representing teachers' associations agree the impasse procedures are the weakest section of the law.

23. Negotiators representing teacher associations and negotiators representing school boards agree that teachers in Montana should have the legal right to strike after mediation, fact-finding and non-binding arbitration procedures have failed to unlock the dispute.
ANALYSIS OF DATA

The Chi-Square Test of significance was utilized to test the areas of significant differences regarding the attitudes of negotiators toward impasse procedures of the collective bargaining act for teachers in Montana. A Chi-Square Test ($x^2$) of significance was computed to determine whether or not a significant difference existed in the response received to each questionnaire statement. A total of twenty-three Chi-Square tests were computed. The Chi-Square formula

$$x^2 = \sum \frac{(o - E)^2}{E}$$

was used where $o$ = the observed frequency and $E$ = the expected frequency (Ferguson, 1971:174). In applying Chi-Square to a contingency table to test significance, the expected cell frequencies were derived from the data. Expected cell frequencies were what was expected to be obtained if the two variables were independent of each other, given the marginal totals of the rows and columns (Ferguson, 1971).

The level of significance was .05. It is common convention to adopt levels of significance of .05 or .01. The .05 or .01 levels of significance offer an accepted balance between Type I (Alpha) and Type II (Beta) errors when the consequence of both are equal (Ferguson, 1971).

The significance of the computed Chi-Square was determined from the table of $x^2$ in Statistical Analysis in Psychology and Education (Ferguson, 1971:451). The computed value had to be equal to, or greater than, the critical value for $x^2$ to reject the null hypothesis. If the computed value of $x^2$ was less than the critical value, the null hypothesis was accepted.
The degrees of freedom were computed using the formula $(r-1)\times(c-1) = df$ where $r$ equals rows and $c$ equals columns (Ferguson, 1971: 184). The degrees of freedom tended to be different in some of the comparisons. This was because some of the expected frequencies were less than 5. Guilford (1973:208) wrote:

"When a frequency is less than 5, the best remedy is to note the row or column (whichever has generally smaller frequencies) in which the small frequency occurs and to combine that array (row or column) with one of its neighbors. Choosing the neighbor that also has smaller frequencies would be a good policy, but other common sense considerations should also be given some weight."

The comments were analyzed regarding how well they supported the rejection or acceptance of each null hypothesis. Examples of comments made by the respondents were listed.

**SUMMARY**

The problem of this study was to compare, contrast and describe the attitudes of 108 randomly selected members of negotiation teams toward the impasse procedures of the Professional Negotiations Act for Teachers in Montana, Code 75-6123. The sample consisted of two members representing school boards and two members representing teacher organizations in each of fourteen Class 1 and thirteen Class 2 size school districts in Montana.

The population of the study were members of collective bargaining teams who represented teacher organizations and members of collective bargaining teams who represented school boards at collective bargaining meetings between the two organizations during the 1973-1974 school year.
The population size was seventeen Class I school districts and ninety-six Class 2 school districts in Montana.

The sampling unit for this study was members of collective bargaining teams in fourteen Class I school districts and thirteen Class 2 size school districts. One sampling unit representing the teacher organization and one sampling unit representing the school board were chosen from each school district. The Class I districts were: Great Falls, Anaconda, Kalispell, Bozeman, Havre, Helena, Libby, Missoula High School, Livingston, Butte, Wolf Point, Billings, Missoula Elementary and Columbia Falls. The Class 2 districts were Three Forks, Lewistown, Polson, Roundup, Twin Bridges, Fairfield, Sunburst, Shelby, Laurel, Cut Bank, Hardin, Deer Lodge and Conrad.

The data used in this study was collected by questionnaire. The questionnaire consisted of twenty-five statements. The first twelve statements concentrated on impasse procedures and collective bargaining in general, and the last thirteen questions concentrated on the Impasse Procedures of the Professional Negotiations Act for Teachers in Montana.

A Likert scale using the response modes of SA, A, UD, D, and SD was used. The respondent was asked to circle the response mode that most closely agreed with their attitude about the written statement.

The test-retest method was used to determine reliability of the instrument. The test-retest correlation was .89. The Pearson test was used to determine the correlation.
The questionnaire was mailed to participants in mid-February. A total of 108 instruments was sent and a total of 74 percent returned. The data was then grouped using a contingency table. The Chi-Square Test of Significance was applied to the data to determine whether to accept or reject the null hypothesis at the .05 level of significance.

The collected data will be presented, analyzed and interpreted in Chapter 4.
CHAPTER 4

PRESENTATION, ANALYSIS AND INTERPRETATION
OF THE COLLECTED DATA

Introduction

The purpose of this chapter is to present, analyze, and interpret the findings of this study. The data and analyses are presented for each of the twenty-five questions used on the survey instrument using the following format:

1. The statement as it appeared on the survey instrument.
2. A contingency table showing the actual responses
3. The Null Hypotheses
4. Comparative statistics including Degrees of Freedom, Critical Values of Chi-Square, Computed Values of Chi-Square and the decision whether to accept or reject the null hypotheses.
5. An analysis and interpretation of the comments written by the respondents.

The survey instrument was divided into two major sections. A copy of the Survey Instrument may be found in Appendix A, page 108. Part "A" requested general attitudes about impasse and collective bargaining and Part "B" requested attitudes about the Impasse Procedures of the Professional Negotiations Act for Teachers in Montana. The data is reported in the same manner.
PART A. GENERAL ATTITUDES ABOUT IMPASSE AND COLLECTIVE BARGAINING

Statement: Professional negotiations should be a process where teachers' associations or teacher unions and school boards "meet" and "confer" about items of a concern to both parties.

Table 1

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
<th>A</th>
<th>UD</th>
<th>D</th>
<th>SD</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<td>5</td>
<td>1</td>
<td>6</td>
<td>17</td>
<td>41</td>
</tr>
<tr>
<td>School Boards</td>
<td>11</td>
<td>13</td>
<td>1</td>
<td>7</td>
<td>4</td>
<td>36</td>
</tr>
</tbody>
</table>

Null Hypothesis: The attitudes of negotiators representing teachers' associations or teacher unions were the same as the attitudes of negotiators representing school boards regarding professional negotiations as a process of "meet" and "confer".

Comparison: Critical value of $x^2$, $\alpha = .05$, $DF = 4$ is 9.49
Computed Chi-Square Value ($x^2$) = 11.46
Decision: Reject the null hypothesis

Comments:

Teacher Associations

The comments made by negotiators representing teacher associations supported their responses on the Likert scale. Response such as "meet" and "confer" leads to no solution, "meet" and "confer" can go on and on with whatever results the board wants" were frequent. Some other most reported comments were: "Meet and confer accomplishes little." "Meet and confer is not negotiations. "With meet and confer, the board ends teacher input with a remark like, "We'll see about it or we'll do our best." "We know from past history that meet and confer means do nothing."
Negotiators representing school boards were very emphatic in support of "meet" and "confer". Responses such as, "Meet and confer is a recognition that teachers are professionally trained and through meet and confer, they make suggestions for improvement of education, but still leave the decision up to the school board to accept or reject these teacher suggestions," and "final decisions should remain with the legally constituted school board", supported their responses on the Likert scale. Other responses were: "Hard negotiations only cause problems, hard feelings, and result in not being fully agreeable to either side." "Professional negotiations should be a time when the two parties meet, talk over, and arrange terms and conditions to sell their services and share ideas." "Meet and confer is different than negotiate. I think both parties should meet and confer on any subject and at any time."

Statement: Professional negotiations should be an advisory relationship between teachers' associations or teachers' unions and school boards.

The word, "advisory", in this statement was a misprint. It was intended by the investigator to be adversary. An adversary relationship contrasts a "meet" and "confer" relationship and would have given the respondent a clear choice of process for professional negotiations. This statement is being deleted from the study and an analysis of the data has not been done.
Statement: Teachers should legally have the right to strike.

Table 2

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
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</tbody>
</table>

Null Hypothesis: The attitudes of negotiators representing teacher organization was the same as the attitudes of negotiators representing school boards regarding whether teachers should have the legal right to strike.

Comparison:
- Critical value of $x^2$, $\alpha = .05$, DF = 4 is 9.49
- Computed Chi-Square Value ($x^2$), $= 29.91$
- Decision: Reject the null hypothesis

Comments:

Teacher Associations

Teacher comments strongly supported their responses on the Likert scale. Comments such as, "Yes, why should teachers be prevented from using economic weapons when their livelihood is involved", and "only slaves do not have the right to withhold their services" were common.

Other comments included: "Service is what we sell. This implies the right to withhold services." "Teachers have no other means of resolving areas of disagreement. As it is now, boards have final say-so regardless of conditions of the panel's decision." "The teacher needs a strong arm."
School Boards

"Teachers are employees of the state and should not have the right to strike", and "No, there is far too much at stake for the welfare of the kids", represented the comments by negotiators representing school boards. Their comments supported their responses on the Likert scale. Other comments included: "Once a contract is signed, they should fulfill it." "No way should teachers be allowed to strike." "Quit to find a new job, yes; strike, no."

Statement: The intent of impasse procedures is to keep negotiators at the bargaining table.

Table 3

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
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<th>UD</th>
<th>D</th>
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<td>Teachers</td>
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<tr>
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<td>18</td>
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<td>8</td>
<td>2</td>
<td>38</td>
</tr>
</tbody>
</table>

Null Hypothesis: Negotiators representing teacher organizations and negotiators representing school boards agree the intent of impasse procedures is to keep negotiators at the bargaining table.

Comparison: Critical Value of $x^2$, $\alpha = .05$, DF = 2, is 5.99.  Computed Chi-Square Value ($x^2$) = 1.59.  Decision: Accept the null hypothesis.

Comments:

Teacher Associations

The comments written by negotiators representing teacher associations generally described the intent of impasse procedures as a process
of dispute settlement. The comments included: "The main purpose is to settle any item the two parties cannot agree upon." "Impasse was originally used as a device to present an impartial opinion to all concerned--faculty, board and public." "No, it's for when the bargaining process has failed." "Intent of impasse is to piddle, twiddle and resolve." The comments do not strongly support the response on the Likert scale.

School Boards

Negotiators representing school boards wrote such comments as, "It is an attempt to settle a dispute", and "the intent of impasse is to arrive at a solution to the problem." The comments did not strongly support the responses on the Likert scale. Other comments were: "Impasse is intended to try for agreement when none can be reached at the table." "This is not the sole intent." "If it is the intent, it is not as it should be." Fewer comments were made by school board negotiators than the teacher association negotiators.

Statement: When the negotiating parties reach impasse and a panel of arbitrators is asked to mediate the dispute, the recommendations of the panel should be binding on both parties.

Table 4

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
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<th>UD</th>
<th>D</th>
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<td>Teachers</td>
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<td>12</td>
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<td>39</td>
</tr>
</tbody>
</table>
**Null Hypothesis:** Negotiators representing teachers' associations and negotiators representing school boards agree the recommendations of a panel arbitrating an impasse dispute should be binding on both parties.

**Comparison:**
- Critical Value of $x^2$, $\alpha = .05$, DF = 3 is 7.82
- Computed Chi-Square Value ($x^2$) = 21.68
- Decision: Reject the null hypothesis.

**Comments:**

### Teacher Associations

The majority of comments supported the responses on the Likert scale. Representative comments were: "The purpose is of no sequence if the panel does not have the power to settle." "Otherwise, there is no teeth in the impasse law." "Otherwise, the process is meaningless." "How else can anything be settled if you are going to allow either party acceptance or refusal?" Two comments represented concern that a third party would be deciding for the negotiators. "This could create a system where a third party does the deciding." "If impasse becomes binding, the two parties might just go through the motions and wait for the impasse panel to rule."

### School Boards

Comments by negotiators representing school boards strongly supported their responses on the Likert scale. Representative comments were: "The school board is the elected body which manages the schools. They should not be subject to outside dictation." "The school board must, by law and policy, have the final say if the board is going to be responsible for the school system." "The trustees have responsibilities
which should not be passed on." "In the public sector, and particularly in school districts, the use of binding arbitration could lead to the board's yielding constitutionally-delegated powers."

Statement: An impasse procedure should allow for voluntary acceptance or rejection by both parties of the arbitration panel's recommendations.

Table 5

<table>
<thead>
<tr>
<th>Responses</th>
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<td>20</td>
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</tbody>
</table>

Null Hypothesis: Negotiators representing school boards and negotiators representing teacher associations agree either or both parties locked in impasse should be allowed to accept or reject the recommendations of an arbitration panel.

Comparison: Critical Value of \( x^2 \), \( \alpha = .05 \), DF = 2, is 5.99
Computed Chi-Square Value (\( x^2 \)) = 11.67
Decision: Reject the null hypothesis.

Comments:

Teacher Associations

Few comments were written about this statement. These comments supported the responses on the Likert scale. They included: "You've solved nothing." "This leads to impasse being used as a play to delay the process."

School Boards

Two comments were written by negotiators representing school boards. They were: "The panel was appointed to reach a satisfactory
settlement, so it should be binding on both parties." "Professional ethics by both parties should allow for voluntary acceptance or rejection."

**Statement:** If both parties locked in the dispute do not agree on the recommendations of an arbitration panel, teacher associations and teacher unions should have the legal right to strike.

### Table 6

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
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<th>D</th>
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</tbody>
</table>

**Null Hypothesis:** Negotiators representing school boards and negotiators representing teacher organizations agree that teachers should have the legal right to strike if both parties at impasse reject the recommendations of the arbitration panel.

**Comparison:**

- Critical Value of $\chi^2$, $\alpha = 0.05$, DF = 4 is 9.49
- Computed Chi-Square Value ($\chi^2$) = 22.32
- Decision: Reject the null hypothesis.

**Comments:**

**Teacher Associations**

The comments strongly supported the responses on the Likert scale. Representative comments included: "If binding arbitration provisions are not present." "If we don't, we're dead." "If there is binding arbitration, then teachers should not be able to strike." "At least since impasse findings are not binding on anyone." "Teachers' associations should have the legal right to strike--period--no 'ifs'."
School Boards

Comments written by negotiators representing school boards strongly supported the responses on the Likert scale. Representative comments were: "I feel strikes are contrary to teachers' code of ethics." "Teachers are public servants and I think they have an obligation to the public if not to the students involved." "The teacher has the right to look for other work." Two comments did not support the responses to the Likert scale. They were: "There must be some method available to the teachers to bring pressure to bear on school boards." "Teachers should have the right to strike after lengthy and complex proceedings have failed them. This would and should apply to all in the public sector."

Statement: Collective bargaining should continue while an arbitration panel examines the conditions of impasse.

Table 7

<table>
<thead>
<tr>
<th>Responses</th>
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</tbody>
</table>

Null Hypothesis: Negotiators bargaining for school boards and negotiators bargaining for teacher associations agree that collective bargaining should continue while arbitration is in process.

Comparison: Critical Value of $x^2$, $\alpha = .05$, DF = 2 is 5.99
Computed Chi-Square Value ($x^2$) = 1.44
Decision: Accept the null hypothesis.
Comments:

Teacher Associations

Few comments were written by negotiators representing teachers' associations. Generally, they supported the responses to the Likert scale. Representative comments were: "Yes, because they may find the solution themselves." "The pressure of the panel in the picture might be good for both sides.

School Boards

Two comments were written by negotiators representing school boards. They were: "Absolutely not! Impasse is a means to try to resolve issues which cannot be resolved at the table." "The impasse panel must be fully advised as to what is happening."

Statement: There should not be any restrictions placed on local school districts by state or national laws concerning what is negotiable and what is not negotiable.

Table 8

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
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<td>38</td>
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</tbody>
</table>

Null Hypothesis: Negotiators representing teachers' organizations and negotiators representing school boards agree there should not be any restrictions on what items are negotiable.

Comparison: Critical Value of $x^2$, $\alpha = 2.05$, DF = 4 is 9.49
Computed Chi-Square Value ($x^2$) = 13.71
Decision: Reject the null hypothesis.
Comments:

Teacher Associations

Comments written by negotiators representing teacher associations strongly supported their responses on the Likert scale. Representative comments were: "There should be no restriction unless it interferes with the student's education." "How can legislators presume to know all the problems in a given school district?" "Everything should be negotiable." "We are trained in the art of teaching and therefore as knowledgeable as any group or laymen." "Teachers are trained professionals in the schools, yet we do not have the right to discuss curriculum or policy of operation at the bargaining table."

School Boards

Comments written by negotiators representing school boards strongly supported their response on the Likert scale. Representative comments were: "The supervision and control of schools in each school district shall be vested in a board of trustees elected as provided by law." "There must be some limits. Some items are purely administrative and should be left that way." "The right to determine operational policy should not be negotiated away to teacher organizations." "The restrictions should be more stringent than they are at present."

Statement: If negotiators did not know what impasse procedure technique would be used to resolve any deadlock that might occur, they would remain at the bargaining table and settle their differences.
Table 9

<table>
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<tr>
<th>Responses</th>
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<th>UD</th>
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<td>11</td>
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</table>

Null Hypothesis: Negotiators representing school boards and negotiators representing teacher associations agree that a surprise impasse procedure would keep the negotiators at the bargaining table.

Comparison: Critical Value of $x^2$, $\alpha = .05$, DF = 2 is 5.99
Computed Chi-Square Value ($x^2$) = 1.52
Decision: Accept the null hypothesis.

Comments:

Teacher Associations

Three comments were written by negotiators representing teacher associations. These comments did not represent a supportive or non-supportive trend when compared to the responses on the Likert scale.

School Boards

Negotiators representing school boards did not respond with written comments to Statement No. 10.

Statement: If teachers are given the legal right to strike, school boards should be allowed to operate the schools using a skeleton crew until the teachers return to work.

Table 10

<table>
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<tr>
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<td>3</td>
<td>39</td>
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</tbody>
</table>
Null Hypothesis: Negotiators bargaining for teacher associations and negotiators bargaining for school boards do not disagree school boards should be allowed to operate schools using a skeleton crew until teachers return to work.

Comparison: Critical Value of $x^2$, $\alpha = .05$, $DF = 4$, is 9.49
Chi-Square Value ($x^2$) = 30.01
Decision: Reject the null hypothesis.

Comments:

**Teacher Associations**

The comments written by negotiators representing teacher associations strongly supported their responses to the Likert scale. Representative comments included: "Maybe they would appreciate what a teacher really does." "A skeleton crew may be more detrimental than no teacher for a couple of weeks." "The safety of the children cannot be assured with a skeleton crew." "What would be the effect of the strike then?" "What about the quality of the education given the students?" "No scabs".

**School Boards**

The comments written by negotiators representing school boards strongly supported their responses on the Likert scale. Representative comments were: "Management should also be allowed to use lockouts." "Let's not make pupils suffer more while unprofessional staff is on strike." "Only if the skeleton crew were made up of administrators, consultants and supervisors." "If teachers have the right to strike, then property owners should have the right to withhold tax payment." "If teachers are given the right to strike, then boards should be
relieved of the responsibilities to keep the school open, and to operate for a minimum of 180 days."

**Statement:** An impasse procedure that makes it binding on both parties locked in the dispute to accept the decision of an arbitration panel would encourage settlement of difference at the bargaining table.

Table 11

<table>
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<th>Responses</th>
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</table>

**Null Hypothesis:** Negotiators representing school boards and negotiators representing teacher associations agree that binding arbitration would encourage settlement of differences at the bargaining table.

**Comparison:** Critical value of \( x^2 \), \( \alpha = .05 \), DF = 2 is 5.99
Computed Chi-Square Value (\( x^2 \)) = 6.31
Decision: Reject the null hypothesis.

**Teacher Associations**

Few comments were written by negotiators representing teacher associations. These comments did not support their responses on the Likert scale. They included: "People are always happier with decisions they reach themselves rather than having a decision forced upon them by someone else." "The parties would sit back and wait for the panel to make the decision."

**School Boards**

The comments written by negotiators representing school boards
were few and did not show a representative trend of support or non-support of their responses to the Likert scale. The comments were: "Why should it?" "No, teachers have had school boards on the run for several years." "Teachers have nothing to lose by negotiations and have no way to go but up. Binding arbitration tends to 'split the difference' and teachers may be encouraged to always seek arbitration after bargaining has ceased." "They would then get down to real business and forget some of their petty demands for fear the panel might not do as well as they." "Binding arbitration would probably encourage settlement of differences, but would undoubtedly result in hard feelings that would last for years and endanger future negotiations."

PART B. ATTITUDES REGARDING THE IMPASSE PROCEDURES OF THE PROFESSIONAL NEGOTIATIONS ACT FOR TEACHERS IN MONTANA

Statement: I am familiar with the impasse procedures outlined in Montana Law, Code 75-6123.

Table 12

<table>
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<tr>
<th>Responses</th>
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<tr>
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Seventy-two of the seventy-eight respondents to this statement, or 92 per cent, indicated that they were familiar with the impasse procedures of the Professional Negotiations Act for Teachers in Montana.
**Statement:** The Professional Negotiations Act for Teachers in Montana is a "meet" and "confer" act.

**Table 13**

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
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<th>UD</th>
<th>D</th>
<th>SD</th>
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<td>14</td>
<td>2</td>
<td>14</td>
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</tbody>
</table>

**Null Hypothesis:** Negotiators representing school boards and negotiators representing teacher associations agree that the Professional Negotiations Act for Teachers in Montana is a "meet" and "confer" act.

**Comparison:**
- Critical Value of $x^2$, $\alpha = .05$, DF = 2, is 5.99
- Computed Chi-Square Value ($x^2$) = 9.42
- Decision: Reject the null hypothesis.

**Comments:**

**Teacher Associations**

Negotiators representing teachers' associations responded with more comments to this statement than any other. The comments strongly supported their responses on the Likert scale. Representative comments were: "At best--sometimes the boards only meet." "That's all it is." "It has no teeth." "The Professional Negotiations Act should be revised; it is worthless." "The MSBA should market their law in game form entitled, 'The Semantics Game'." "The present law is a worthless piece of tripe." "Boards are compelled to play a game. They are not compelled to negotiate in good faith." "Just seems to delay tactics, as school boards still have the right to do as they please."
The comments written by negotiators representing school boards supported their responses on the Likert scale. Representative comments were: "Certain items are negotiable and others are "meet" and "confer". I would say it is a management bill, however, as opposed to a labor bill." "This is a strong feature of the act." "This act has done more harm to staff morale and teacher and administrator effectiveness than any good that can ever come out of it." "It may appear as such from statutory language, but is not that in actual practice." "The act is very specific that both sides must negotiate in good faith on salary, hours and related matters. "Meet" and "Confer" applies only to matters which are not negotiable." "To a degree, it is mainly because of the ambiguities contained in the act."

Statement: The Professional Negotiations Act for Teachers in Montana provides a process for negotiations that is essentially an advisory relationship.

The word, "advisory", in the statement was a misprint. It was intended to be "adversary". An adversary relationship contrasts a "meet" and "confer" relationship and would have given the respondent a clear choice of process for professional negotiations. This statement is being deleted from the study and an analysis of the data has not been done.

Statement: The Impasse Procedures of the Professional Negotiations Act for Teachers in Montana favor school boards over teacher associations and teacher unions.
Table 14

<table>
<thead>
<tr>
<th>Responses</th>
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<td>Teachers</td>
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<td>8</td>
<td>1</td>
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</table>

Null Hypothesis: The attitudes of negotiators representing school boards and negotiators representing teacher associations were the same regarding impasse procedures favoring school boards over teacher associations and teacher unions.

Comparisons: Critical Value of $x^2$, $\alpha = .05$, DF = 2 is 9.49
Computed Value of $x^2 = 30.80$
Decision: Reject the null hypothesis.

Comments:

Teacher Associations

The comments written by negotiators representing teacher associations supported their responses on the Likert scale. Representative comments were: "Definitely--it was an MSBA law that was adopted, not MEA or AFT of Montana." "This is true in that boards feel they can reject the panel findings and still retain the "upper hand"--they can just keep saying "no" forever." "School boards still have the final say-so."

School Boards

Comments such as, "They favor neither" and "boards are well-satisfied" represent the comments made by negotiators representing school boards. These comments supported the responses made on the Likert scale. Other representative comments included: "We would like
to strengthen the no-strike clause." "Who is the district's governing body? The School Board? Then, I ask you who should be in command."

Statement: The Impasse Procedures of the Professional Negotiations Act for Teachers in Montana are effective in keeping negotiations at the bargaining table.

Table 15

<table>
<thead>
<tr>
<th>Responses</th>
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<th>UD</th>
<th>D</th>
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<tr>
<td>School Boards</td>
<td>0</td>
<td>21</td>
<td>8</td>
<td>7</td>
<td>2</td>
<td>38</td>
</tr>
</tbody>
</table>

Null Hypothesis: Negotiators representing school boards and negotiators representing teacher associations agree the impasse procedures in Montana law are effective in keeping negotiations at the bargaining table.

Comparisons: Critical Value for $x^2$, $\alpha = .05$ DF = 3 is 9.49
Computed Value of $x^2 = 9.73$
Decision: Reject the null hypothesis.

Comments:

Teacher Associations

Comments such as, "Impasse doesn't mean a damn thing except to delay the final judgment by the board a few weeks at best", and "all they do is frustrate teacher demands strongly supported the responses made on the Likert scale. Other representative comments were: "Obviously not." "The board can reject the panel's findings, offer their own solution and that's that." "Yes, to keep the teachers there more than the board."
School Boards

The comments written by negotiators representing school boards did not support their responses on the Likert Scale. Five comments were written. They were: "As a school board member, I found that I was interested in settling bargaining at the negotiating table and avoiding impasse." "I am not sure it is an effective act in any way, shape or form." "No—look at the number of schools that are at impasse this year." "There will be more impasse declared in future years because of the changing attitudes of both teachers and boards." "Laws per se have nothing to do with the actions of people. Good faith and reason keep the negotiations at the table. When one or both of these are missing, then even the law cannot keep them at the table."

Statement: The Impasse Procedures of the Professional Negotiations Act for Teachers in Montana strengthens the collective bargaining process.

Table 16

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
<th>A</th>
<th>UD</th>
<th>D</th>
<th>SD</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teachers</td>
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<td>15</td>
<td>5</td>
<td>11</td>
<td>10</td>
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<tr>
<td>School Boards</td>
<td>1</td>
<td>20</td>
<td>9</td>
<td>6</td>
<td>1</td>
<td>37</td>
</tr>
</tbody>
</table>

Null Hypothesis: Negotiators representing school boards and negotiators representing teacher associations believe the Impasse Procedures for Montana Teachers strengthens the collective bargaining process.

Comparisons: Critical Value of \( x^2 \), \( \alpha = .05 \), \( DF = 4 \), is 9.49
Computed Value of Chi-Square \( (x^2) \) = 11.56
Decision: Reject the null hypothesis.
Comments:

Teacher Associations

The comments written by negotiators representing teacher organizations supported their responses on the Likert Scale. Representative comments were: "They are a joke." "Not until it is revised," "It provides for it to take place, that's about it." "it doesn't because the findings are not binding. Impasse is a worthless procedure as presently outlined."

Statement: The Impasse Procedures of the Professional Negotiations Act for Teachers in Montana favors teachers' associations and teachers' Unions over school boards.

Table 17

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
<th>A</th>
<th>UD</th>
<th>D</th>
<th>SD</th>
<th>Total</th>
</tr>
</thead>
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<td>4</td>
<td>6</td>
<td>25</td>
<td>3</td>
<td>38</td>
</tr>
</tbody>
</table>

Null Hypothesis: Negotiators representing teacher associations and negotiators representing school boards agree that Impasse Procedures for Teachers in Montana, favor teachers' organizations over school boards.

Comparisons: Critical Value of $x^2$, $\alpha = .05$, $DF = 2$ is 5.99
Computed Chi-Square Value ($x^2$) = 11.70
Decision: Reject the null hypothesis.

Comments:

Teacher Associations

No comments.
Statement: The Impasse Procedures of the present Professional Negotiations Law for Teachers in Montana should be revised to include a provision which makes it binding on both parties locked in the dispute to abide by the decision of an arbitration panel.

Table 18

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
<th>A</th>
<th>UD</th>
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<tr>
<td>Teachers</td>
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<tr>
<td>School Boards</td>
<td>4</td>
<td>10</td>
<td>6</td>
<td>8</td>
<td>11</td>
<td>39</td>
</tr>
</tbody>
</table>

Null Hypothesis: Negotiators representing school boards and negotiators representing teacher associations agree binding arbitration should replace the present Impasse Procedures in Montana.

Comparisons: Critical Value of $x^2$, $\alpha = .05$, $DF = 4$, is 9.49
Calculated Value of Chi-Square ($x^2$) = 15.97
Decision: Reject the null hypothesis.

Comments:

Only one comment was written by negotiators representing teacher associations. It was, "This would take a lot of the local dispute away between the boards and teacher negotiations as to where arbitration ended."
School Boards:

Four comments were written about this statement by negotiators representing school boards. Of the four, three supported the responses to the Likert scale. They were: "I think the word, 'binding', here should be 'burning'." It would burn the foundation from under local school controls." "Would conflict with Section 8 of the new Constitution." "Would involve third party and take away management from locally-elected board of trustees."

Statement: The procedure for selecting members of an arbitration panel under Montana Law is equitable for both parties.

Table 19

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
<th>A</th>
<th>UD</th>
<th>D</th>
<th>SD</th>
<th>Total</th>
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<td>41</td>
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<td>33</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>39</td>
</tr>
</tbody>
</table>

Null Hypothesis: Negotiators representing school boards and negotiators representing teacher organizations agree the procedure for selecting members of an arbitration panel is equitable for both parties.

Comparisons: Critical Value of \( x^2 \), \( \alpha = .05 \), DF = 2, is 5.99
Computed Value of Chi-Square \( (x^2) \) = 7.9
Decision: Reject the null hypothesis.

Comments:

Teacher Associations

The comments written by negotiators representing teacher associations did not strongly support their responses on the Likert scale.
Representative examples were: "We should use the state employment law." 
"More monetary pressure is put on teachers." "The panel should be a state professional panel at no cost to either side."

**School Boards**

Only one comment was written by regulations representing school boards. It was, "Both parties have equal input into the selection."

**Statement:** The Impasse Procedures of the Professional Negotiations Act for Teachers in Montana allows for an equitable settlement for both parties locked in the dispute.

### Table 20

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
<th>A</th>
<th>UD</th>
<th>D</th>
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<td>1</td>
<td>21</td>
<td>5</td>
<td>9</td>
<td>1</td>
<td>37</td>
</tr>
</tbody>
</table>

**Null Hypothesis:** Negotiators representing school boards and negotiators representing teacher associations agree that an equitable settlement occurs when the impasse procedure is employed.

**Comparisons:** Critical Value of $x^2$, $\alpha = 0.05$, DF = 4, is 9.49
Computed Chi-Square Value ($x^2$) = 19.77
Decision: Reject the null hypothesis.

**Comments:**

**Teacher Associations**

Comments such as, "If both parties had to abide by the decision", "not if the school board can reject the decision of the panel", and "most school boards are obligated to accept nothing and will do just
that" represent the majority of the comments written by negotiators representing teacher associations. These remarks strongly supported their responses on the Likert scale. Other representative comments were, "The act was written for school boards for their benefits." "Once impasse procedures are completed, neither side must accept and the board can issue contracts."

School Boards

Representative comments written by negotiators representing school boards were, "Impasse, under any framework, in either the public or private sector, never is equitable." "If accepted by the boards." "It is only fact-finding and recommending—not settlement."

Statement: There should not be any restrictions under Montana Law regarding what are negotiable items and what are non-negotiable items.

Table 21

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
<th>A</th>
<th>UD</th>
<th>D</th>
<th>SD</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Teachers</td>
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<td>15</td>
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<td>5</td>
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<td>41</td>
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<tr>
<td>School Boards</td>
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<td>4</td>
<td>0</td>
<td>13</td>
<td>20</td>
<td>39</td>
</tr>
</tbody>
</table>

Null Hypothesis: Negotiators representing school boards and negotiators representing teacher associations agree all items are negotiable.

Comparisons: 

Critical Value of $\chi^2$, $\alpha = .05$, $df = 4$ is 9.49
Computed Value of Chi-Square ($\chi^2$) = 38.76
Decision: Reject the null hypothesis.
Comments:

Teacher Associations

The comments made by negotiators representing teacher associations did not strongly support their response on the Likert scale. Representative comments were, "Yes, let's make them clear-cut." "They should be itemized, not a broad cover-everything statement."

School Boards

The comments written by negotiators representing school boards supported their responses on the Likert scale. Representative comments were: "Present law is satisfactory." "They are still public schools, not schools completely and totally run by teachers and administrators." "Policy-making should remain with school trustees." "Guidelines are needed--some items are and should remain purely administrative in nature and should not be negotiable."

Statement: The members of an arbitration panel should be appointed by the State Superintendent of Public Instruction.

Table 22

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
<th>A</th>
<th>UD</th>
<th>D</th>
<th>SD</th>
<th>Total</th>
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<tr>
<td>School Boards</td>
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<td>4</td>
<td>3</td>
<td>17</td>
<td>15</td>
<td>39</td>
</tr>
</tbody>
</table>

Null Hypothesis: Negotiators representing school boards and negotiators representing teacher associations do not have independent attitudes about the appointment of an arbitration panel by the Superintendent of Public Instruction.
Comparisons: Critical Value of $x^2$, $\alpha = .05$, DF = 2 is 5.99. 
Computed Value of Chi-Square ($x^2$) = 1.83. 
Decision: Accept the null hypothesis.

Comments:

Teacher Associations
Comments such as, "This procedure would allow politics to enter into professional negotiations", and "Too strongly and politically motivated", represent the comments written by negotiators representing teacher associations. These comments strongly support the responses on the Likert scale.

School Boards
Negotiators representing school boards wrote two comments: "Too political", and "The present method is best."

Statement: The Impasse Procedures Section of the Professional Negotiations Act for Teachers is the weakest section of the law.

Table 23

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
<th>A</th>
<th>UD</th>
<th>D</th>
<th>SD</th>
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<td>School Boards</td>
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<td>5</td>
<td>15</td>
<td>16</td>
<td>2</td>
<td>38</td>
</tr>
</tbody>
</table>

Null Hypothesis: Negotiators representing school boards and negotiators representing teachers associations agree the impasse procedures are the weakest section of the law.

Comparisons: Critical Value of $x^2$, $\alpha = .05$, DF = 2, is 5.99. 
Computed Chi-Square ($x^2$) = 12.20. 
Decision: Reject the null hypothesis.
Comments:

**Teacher Organizations**

Representative comments written by negotiators representing teacher associations included: "The whole law is evasive, non-specific and typical of something coming from MSBA."

"This is such a poor act, it's hard to say what the weakest section really is."

**School Boards**

The comments written by negotiators representing school boards supported their responses on the Likert scale. Representative comments were: "If you're a teacher, the answer is yes—if you're a trustee—no."

"I feel this negotiations law was a mistake from the start—nothing but problems."

"The teacher never had as many rights as they have today, and yet it seems they are less satisfied than ever."

"It is very weak as the panel can only recommend. But, there are other parts of the law that are even weaker, i.e. what is on is not negotiable."

"No, the failure of the legislature to define 'other terms of employment' is the greatest failing and the weakest part."

**Statement:** The Impasse Procedures of the present negotiations law for teachers in Montana should be revised to give teachers the legal right to strike after mediation, fact-finding, and non-binding arbitration procedures have failed to unlock the dispute.
Table 24

<table>
<thead>
<tr>
<th>Responses</th>
<th>SA</th>
<th>A</th>
<th>UD</th>
<th>D</th>
<th>SD</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Teachers</td>
<td>11</td>
<td>17</td>
<td>7</td>
<td>4</td>
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<td>41</td>
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<tr>
<td>School Boards</td>
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<td>3</td>
<td>2</td>
<td>14</td>
<td>17</td>
<td>38</td>
</tr>
</tbody>
</table>

Null Hypothesis: Negotiators representing teacher associations and negotiators representing school boards agree that teachers in Montana should have the legal right to strike after mediation, fact-finding and non-binding arbitration procedures have failed to unlock the dispute.

Comparisons: Critical Value of $x^2$, $\alpha = .05$, DF = 4, is 9.49
Calculated Value of Chi-Square ($x^2$) = 37.41
Decision: Reject the null hypothesis.

Comments:

Teacher Associations

Comments such as, "Yes, if all possible routes have been taken." "Teachers come to the table at a disadvantage." and "the way the law reads now, teachers need another step, support their responses on the Likert scale. Other representative comments were: "All workers have this right, why not teachers?" "In fact, I believe teachers should have the right to strike without restriction."

School Boards

The comments written by negotiators representing school boards strongly supported their responses on the Likert scale. Representative comments were: "I do not believe public employees should be given the
right to strike." "Strikes should never be sanctioned for any professional group." "Teachers should not have the right to strike—period."

SUMMARY

The Presentation, Analysis and Interpretation of the data collected during this study were presented in Chapter 4. The format of presentation for each of the twenty-five statements on the survey instrument was:

(1) The written statement as it appeared on the survey instrument.

(2) A contingency table showing the actual responses.

(3) The Null Hypotheses

(4) Comparative statistics including Degrees of Freedom, Critical Values of Chi-Square, Computed Values of Chi-Square and a decision of acceptance on rejection of null hypothesis.

(5) An analysis and interpretation of the comments written by the respondents.

Negotiators representing school boards and negotiators representing teacher associations do not agree on the majority of statements on the survey instrument. Twenty of the twenty-three null hypotheses were rejected showing disagreement of attitudes about the statement in question. In the majority of instances, the comments supported the responses on the Likert scale.

Chapter 5 will expand on the conclusions and recommendations of this study.
CHAPTER 5

SUMMARY, CONCLUSIONS AND RECOMMENDATIONS

Summary

The relationship between teacher organizations and school boards in public education is rapidly changing. Teachers, through their national organizations, the AFT and NEA, have demanded a major role in the decisions that govern their profession. They have demanded that the terms of their employment and working conditions be specified in written contracts. When their demands have not been met, some teacher organizations have withdrawn services as a means of emphasizing their cause and have exerted economic and political pressures on school boards.

In the judgment of many teachers, school boards have historically held a disproportionate amount of control or power. School boards could set unilaterally, and retain a relationship with teacher organizations that was paternalistic and authoritarian. Many teachers believed school boards had used this power to control wages and working conditions, and to prevent teachers from having a meaningful role in policy-making.

Teacher organizations have embraced the mechanism of collective bargaining to try to neutralize the condition of disproportionate power. The American Federation of Teachers and the National Education Association have adopted similar positions regarding the issues of collective bargaining.
President John F. Kennedy's Executive Order 10988 provided the impetus for states to establish collective bargaining. State legislation began to pass laws giving public employees the legal right to bargain collectively with their employer. Prior to the Executive Order of 1962, Wisconsin was the only state which had a collective bargaining act for teachers. Since 1972, twenty-nine states have enacted similar legislation. Montana passed a Professional Negotiations Act for Teachers in 1971.

Strikes by public employees are generally considered to be illegal. This fact constitutes the major difference between collective bargaining in the public sector and collective bargaining in the private sector. Hawaii and Pennsylvania are the only states that allow strikes by public employees in defined categories and under certain conditions. The School Laws of Montana, Code 75-6120, entitled, "Unfair Practices", prohibits teachers from striking without forfeiting his salary for every day he is in violation of the code.

Since public employees were not allowed to legally strike, provisions were written in the laws of states that would hopefully provide a systematic and peaceful settlement of impasse and encourage the collective bargaining process. The most common provisions were fact-finding, mediation, voluntary arbitration, and binding arbitration. Montana law provides for fact-finding and voluntary arbitration. Since 1971, eighteen school districts have used the impasse procedure or Montana's Professional Negotiations Act for Teachers.
Belasco (1965), Zach (1972) and Davey (1972) generally agreed that impasse procedures in the public sector should (1) expedite collective bargaining and stimulate settlement through direct negotiations, (2) allow for equitable settlement to both parties locked in the dispute, and (3) be voluntarily accepted by both parties. The test to determine the merits of any impasse procedure is how effectively it encouraged and strengthened the collective bargaining process (Davey, 1972).

The problem investigated in this study was to compare, contrast and describe the attitudes of 108 randomly-selected members of negotiations teams toward the Impasse Procedures of the Professional Negotiations Act for Teachers in Montana, Code 75-6123. The sample size consisted of two randomly-selected negotiators representing school boards and two randomly-selected negotiators representing teacher associations or teacher unions in each of fourteen Class 1 and thirteen Class 2 size school districts in Montana.

The school districts representing the sample units were selected using the random table of numbers. The Class 1 districts were Great Falls, Anaconda, Kalispell, Bozeman, Havre, Helena, Libby, Missoula High School, Livingston, Butte, Wolf Point, Billings, Missoula Elementary, and Columbia Falls. The Class 2 districts were Three Forks, Lewistown, Polson, Roundup, Twin Bridges, Fairfield, Sunburst, Shelby, Laurel, Cut Bank, Hardin, Deer Lodge and Conrad. The total number of school districts represented was twenty-seven.
The data used in this study was collected by written questionnaires consisting of twenty-five statements. A Likert scale using the response modes of Strongly Agree (SA), Agree (A), Undecided (UD), Disagree (D), and Strongly Disagree (SD) was used. The respondent was asked to circle the response that most closely agreed with his/her attitude about the written statement.

The test-retest method was used to establish the reliability of the attitude scales. A Pearson r test was used to compute the reliability coefficient. The computed Pearson r was .89.

Face validity of the instrument was established by having thirteen representative persons review the questionnaire. Upon completion of adjustments and suggested revisions, all the reviewers agreed the statements represented the area of impasse procedures, were clearly and easily understood, and further improvement of the instrument was not necessary.

A contingency table was used to group the data for each of the twenty-five statements. A null hypothesis was written for each statement. The Chi-Square Test of Independence was used to test the rejection or acceptance of the null hypothesis for each of the twenty-five statements at a level of significance of .05.

Of the twelve null hypotheses tested in Part "A" of the survey instrument, ten were rejected and two were accepted. Negotiators representing teacher organizations agreed that the intent of impasse
procedures is to keep negotiators at the bargaining table. They also agree that collective bargaining should continue while an arbitration panel examines the conditions of impasse. They did not agree that teachers should have the right to strike, what items are negotiable, what is the best method for settling impasse disputes, or that collective bargaining should be a process of "meet" and "confer".

Of the thirteen null hypotheses tested in Part "B" of the survey instrument, twelve were rejected and one was accepted. Negotiators representing teacher associations and negotiators representing school boards agreed that members of an arbitration panel should not be appointed by the State Department of Public Instruction. Their attitudes were independent or different regarding whether or not impasse procedures favor school boards or teacher associations, if professional negotiations in Montana is a "meet" and "confer" act, and if Montana impasse procedures keep negotiators at the bargaining table and strengthens the collective bargaining process. Also, they had independent attitudes about the procedure for selecting members of an arbitration panel, whether Montana impasse procedures should be revised so the decision of the arbitrator will be binding on both parties, and whether teachers should have the legal right to strike.

Conclusions

Negotiators representing school boards have different attitudes than negotiators representing teacher associations about the following items:
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1. Professional negotiations as a process of "meet" and "confer".

2. Teachers having the legal right to strike under any conditions.

3. The recommendations of an arbitration panel being binding on both parties.

4. The recommendations of an arbitration panel being voluntarily accepted by both parties.

5. Placing restrictions on local school districts concerning what is negotiable and what is not negotiable.

6. Binding arbitration would encourage the collective bargaining process.

7. The Professional Negotiations Act for Teachers in Montana is a "meet" and "confer" act.

8. Impasse procedures in Montana favor school boards over teacher organizations.

9. The Impasse Procedures for Teachers in Montana are effective in keeping negotiators at the bargaining table.

10. Impasse Procedures for Teachers in Montana strengthen the collective bargaining process.

11. Binding arbitration should replace the present voluntary acceptance provision of the impasse procedures in Montana.

12. The procedure for selecting members of an arbitration panel under Montana law is equitable for both parties.

13. Impasse procedure in Montana allows for an equitable settlement for both parties.

14. All school-related items should be negotiable in Montana.

15. The impasse procedures section is the weakest section of the Montana law.
Attitudes of negotiators representing school boards are the same as attitudes of negotiators representing teacher associations concerning the following items:

1. The intent of impasse procedures is to keep negotiators at the bargaining table.

2. Collective bargaining should continue while an arbitration panel examines the conditions of impasse.

3. Members of an arbitration panel should not be appointed by the Superintendent of Public Instruction.

4. If the negotiators did not know what impasse procedure would be used to resolve the deadlock, they would remain at the bargaining table and settle their differences.

Negotiators representing teacher associations believe:

1. Teachers should have the legal right to strike.

2. The Professional Negotiations Act for Teachers in Montana is a "meet" and "confer" act.

3. The intent of impasse procedures is to keep negotiators at the bargaining table.

4. The recommendations of an arbitration panel should be binding on both parties.

5. Collective bargaining should continue while an arbitration panel examines the conditions of impasse.

6. All school-related items should be negotiable.

7. The Impasse Procedures for Teachers in Montana favor school boards over teacher associations.

8. Montana laws should be revised to provide binding arbitration.

9. The procedures for selecting members of an arbitration panel under Montana law is equitable for both parties.

Negotiators representing teacher associations do not believe:

1. Professional negotiations should be a process of "meet" and "confer".
2. An impasse procedure should allow for voluntary acceptance or rejection by both parties of the arbitration panel's recommendations.

3. School boards should be allowed to operate the schools using a skeleton crew if teachers strike.

4. Impasse procedures in Montana are effective in keeping negotiators at the bargaining table.

5. Impasse procedures in Montana strengthen the collective bargaining process.

6. Impasse procedures in Montana favor teacher associations over school boards.

7. Impasse procedures in Montana allow for an equitable settlement for both parties locked in the dispute.

8. Members of an arbitration panel should be appointed by the Superintendent of Public Instruction.

Negotiators representing school boards believe:

1. Professional negotiations should be a process of "meet" and "confer".

2. The intent of impasse procedures is to keep negotiators at the bargaining table.

3. The recommendations of an arbitration panel should be voluntarily accepted or rejected by both parties.

4. Collective bargaining should continue while an arbitration panel examines the conditions of impasse.

5. There should be restrictions placed upon what is negotiable and what is not negotiable.

6. School boards should be allowed to operate the schools using a skeleton crew if teachers are allowed to strike.

7. The Impasse Procedures for Teachers in Montana are effective in keeping negotiators at the bargaining table.

8. Impasse procedures in Montana strengthen the collective bargaining process.
9. The procedure for selecting members of an arbitration panel under Montana law is equitable for both parties.

10. Impasse procedures in Montana allow for an equitable settlement for both parties locked in the dispute.

Negotiators representing school boards do not believe:

1. Teachers should have the legal right to strike.
2. The recommendations of an arbitration panel should be binding on both parties.
3. All school-related items should be negotiable.
4. Impasse procedures in Montana favor school boards over teacher associations.
5. Impasse procedures in Montana favor teacher associations over school boards.
6. The procedures governing impasse in Montana should be revised to include binding arbitration.

The negotiators sampled in this study were undecided whether the impasse procedure is the weakest section of the law. Of the negotiators representing teacher associations, 45 percent were undecided, 33 percent agreed and 22 percent disagreed. Of the negotiators representing school boards, 40 percent were undecided, 47 percent disagreed, and 13 percent agreed. These results are comparable to a study conducted by Wing (1971) where 42.3 percent of the respondents felt the impasse provision of the legislation to be the most crucial area of state collective bargaining laws.

Negotiators representing teacher organizations do not approve of the impasse procedures as prescribed by Montana law. This fact is evidenced by their rejection of several salient provisions of the existing
statute; namely, the "meet" and "confer" provisions, the inability of teachers to strike, rejection of voluntary arbitration and a strong desire for binding arbitration, the belief that the process favors school boards and a disbelief that impasse in Montana encourages the collective bargaining process and keeps negotiators at the bargaining table.

Negotiators representing school boards agree with the major provisions of the impasse procedures. They believe the present statute allows an equitable settlement for both parties locked in the dispute.

Belasco (1965) suggests that dispute-settling provisions must encourage collective bargaining. Negotiators in Montana agree. However, they disagree that the impasse provisions of Montana law encourages the collective bargaining process. School board negotiators believe Montana impasse provisions encourage collective bargaining; teacher negotiators believe it does not encourage bargaining.

Hart (1966) and Zach (1972) have written that the elimination of the right of public employees to strike has reduced the collective bargaining process to one of "meet" and "confer". Negotiators representing teacher associations in Montana agree. Negotiators representing school boards do not overwhelmingly disagree. Of the thirty-eight negotiators reporting, nineteen or 50 percent agreed or were undecided that Montana law was a process of "meet" and "confer".

The review of the literature supported the conclusion that state statutes were designed to provide an acceptable alternate to the use of economic force to solve contract disputes in the public sector. Montana
law encompasses the same intent. However, negotiators do not agree that, in fact, it is an acceptable alternative. Negotiators representing teacher organizations strongly believe teachers must have the right to apply economic pressure as a last resort. Negotiators representing school boards feel they must have the "last word" because of their legal and elected responsibilities.

Davey (1972) believed any provision that replaced the use of economic force for dispute settlement must be acceptable and feasible in the eyes of the parties bargaining. This agreement is not present in Montana. Negotiators representing school boards believe the existing impasse procedures are acceptable. Negotiators representing teacher associations believe the existing impasse procedures are unacceptable. Furthermore, there is no agreement regarding what procedure might replace the existing fact-finding and voluntary acceptance or rejection. Teachers favor strikes or binding arbitration; school board representatives strongly oppose either alternative.

Zach (1972) believed that dispute settlement procedures are effective only when they allow for equitable settlement of both parties locked in the dispute. Teacher negotiations strongly disagree that impasse procedures allow for an equitable settlement. School board negotiators agree that it is equitable and does not favor either school boards or teacher associations. Teachers strongly believe school boards are favored by the process.
The following general conclusions resulted from an analysis and interpretation of the collected data.


3. Teacher negotiators and school board negotiators agree the impasse procedures should strengthen the collective bargaining process.

4. Teacher negotiators and school board negotiators do not agree that impasse procedures for teachers in Montana strengthens the collective bargaining process.

5. Negotiators representing school boards and negotiators representing teachers associations do not agree that the present impasse procedure is an acceptable alternative to the use of economic force for dispute settlement.

6. Teacher negotiators and school board negotiators disagree that impasse procedures for teachers in Montana allows for an equitable settlement for both parties locked in the dispute.

7. Teacher negotiators and school board negotiators disagree that teachers should have the legal right to strike.

8. Teacher negotiators and school board negotiators disagree that the impasse procedures are the weakest section of the law.

9. Teacher negotiators favor strikes or binding arbitration as a replacement for voluntary arbitration.

Recommendations

Based upon the findings and conclusions of this study, the investigator recommends a task force be appointed by the legislature or
the Superintendent of Public Instruction to study the feasibility and merits of (1) allowing teachers the legal right to strike under certain conditions, (2) binding arbitration, and (3) other alternatives to the present impasse procedures. The membership on this task should represent school boards, teacher associations, and the Montana Legislature.

It is also recommended that a study be conducted in the schools of Montana that have used the impasse procedure. The study should attempt to answer the following questions: (1) What were the common issues that caused the parties locked in dispute to declare impasse? (2) Did both parties agree the recommendations of an arbitration were equitable to both parties? (3) Did both parties accept the recommendations? (4) Was there a trend of rejection by either school boards or teacher associations? (5) Did the impasse procedures strengthen the collective bargaining process? (6) If one of the parties refused the recommendations of an arbitration panel, what happened next? (7) Was the final agreement equitable for both parties?

It is further recommended that negotiators representing teacher associations and negotiators representing school boards in each school district in Montana meet and discuss their views regarding negotiations as a process. Also, a consistent and deliberate effort should be made by both parties to determine how collective bargaining could be improved to provide a more equitable settlement for both bargaining parties. The collective gaining or integrative model of collective bargaining should be investigated by both parties to determine its applicability as a substitute to the industrial-based collective bargaining model.
BIBLIOGRAPHY


Meany, George, "Labor", September 3, 1966, p. 3


APPENDIX "A"

Please complete the questionnaire by indicating with a circle whether you strongly agree (SA), agree (A), are undecided (UD), disagree (D) or strongly disagree (SD) with the written statements. A return envelope has been provided for return of the questionnaire upon completion.

This questionnaire is divided into Parts "A" and "B". The statements in Part "A" deal with general attitudes about collective bargaining and impasse procedures. The statements in Part "B" deal with attitudes about collective bargaining and impasse procedures in Montana. A space has been provided after each question for comments.

PART A

1. Professional negotiations should be a process where teachers' associations or teachers' unions and school boards "meet" and "confer" about items of a concern to both parties.

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<th>SA</th>
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<tr>
<td>Strongly Agree</td>
<td>Agree</td>
<td>Undecided</td>
<td>Disagree</td>
<td>Strongly Disagree</td>
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Comments:

2. Professional negotiations should be an advisory relationship between teachers' associations or teachers' unions and school boards.

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Comments:

3. Teachers should legally have the right to strike.

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<tr>
<th>SA</th>
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Comments:
4. The intent of impasse procedures is to keep negotiators at the bargaining table.

SA A UD D SD

Comments:

5. When the negotiating parties reach impasse and a panel of arbitrators is asked to mediate the dispute, the recommendations of the panel should be binding on both parties.

SA A UD D SD

Comments:

6. An impasse procedure should allow for voluntary acceptance or rejections by both parties of the arbitration panel's recommendations.

SA A UD D SD

Comments:

7. If both parties locked in the dispute do not agree on the recommendations of an arbitration panel, teacher associations and teacher unions should have the legal right to strike.

SA A UD D SD

Comments:

8. Collective bargaining should continue while an arbitration panel examines the conditions of impasse.

SA A UD D SD

Comments:
9. There should not be any restrictions placed on local school districts by State or National Laws concerning what is negotiable and what is not negotiable.

Comments:

10. If negotiators did not know what impasse procedure technique would be used to resolve any deadlock that might occur, they would remain at the bargaining table and settle their differences.

Comments:

11. If teachers are given the legal right to strike, school boards should be allowed to operate the schools using a skeleton crew until the teachers return to work.

Comments:

12. An impasse procedure that makes it binding on both parties locked in the dispute to accept the decision of an arbitration panel would encourage settlement of differences at the bargaining table.

Comments

PART B

I am familiar with the Impasse Procedures Outlined in Montana Law, Code 75-6123.

Yes       No
1. The Professional Negotiations Act for Teachers in Montana is a "meet" and "confer" act.

SA  A  UD  D  SD

Comments:

2. The Professional Negotiations Act for Teachers in Montana provides a process for negotiations that is essentially an advisory relationship.

SA  A  UD  D  SD

Comments:

3. The Impasse Procedures of the Professional Negotiations Act for Teachers in Montana favor school boards over teacher associations and teacher unions.

SA  A  UD  D  SD

Comments:

4. The Impasse Procedures of the Professional Negotiations Act for Teachers in Montana are effective in keeping negotiators at the bargaining table.

SA  A  UD  D  SD

Comments:

5. The Impasse Procedures of the Professional Negotiations Act for Teachers in Montana strengthens the collective bargaining process.

SA  A  UD  D  SD

Comments:
6. The Impasse Procedures of the Professional Negotiations Act for Teachers in Montana favors teachers' associations and teachers' unions over school boards.

   SA       A       UD       D       SD

Comments:

7. The Impasse Procedures of the present Professional Negotiations Law for Teachers in Montana should be revised to include a provision which makes it binding on both parties locked in dispute to abide by the decision of an arbitration panel.

   SA       A       UD       D       SD

Comments:

8. The procedure for selecting members of an arbitration panel under Montana Law is equitable for both parties.

   SA       A       UD       D       SD

Comments:

9. The Impasse Procedures of the Professional Negotiations Act for Teachers in Montana allows for an equitable settlement for both parties locked in the dispute.

   SA       A       UD       D       SD

Comments:

10. There should not be any restrictions under Montana Law regarding what are negotiable items and what are not negotiable items.

   SA       A       UD       D       SD

Comments:
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The imaged document accurately represents the original document in its current state.

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- □ Copied-unable to run through scanner______________________________
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11. The members of an arbitration panel should be appointed by the State Superintendent of Public Instruction.

Comments:

12. The Impasse Procedures Section of the Professional Negotiations Act for Teachers in Montana is the weakest section of the law.

Comments:

13. The Impasse Procedures of the present negotiations law for teachers in Montana should be revised to give teachers the legal right to strike after mediation, fact-finding, and non-binding arbitration procedures have failed to unlock the dispute.

Comments:
Dear

My name is Leroy Casagranda and I am completing requirements for a Doctor of Education Degree at Montana State University in Bozeman. The only requirement I have left is my dissertation.

I have chosen the area of impasse procedures in collective bargaining as my dissertation topic. Specifically, my dissertation title is "An Analysis of the Impasse Procedures of the Professional Negotiations Act for Teachers in Montana."

My sample for data collection will include negotiators who represent teachers' associations or teachers' unions and negotiators who represent school boards in 34 randomly selected school districts in Montana. I will randomly select two negotiators who represent teacher associations or unions and two negotiators who represent school boards from each school district.

Your school district has been one of the 34 school districts I have randomly selected to participate in this study. I am requesting your permission to continue the study in your school district and some assistance in helping me identify negotiators in your school district.

More specifically, I am requesting the names of negotiators who represent your teacher association and negotiators who represent your school board. The names of two members from each team will be selected using a random table of numbers. These negotiators will be asked to complete a written questionnaire or answer questions by telephone interview that pertain to the Impasse Procedures of Montana's Professional Negotiators Act for Teachers.

The information gathered will be confidential and not identifiable by person or school district. A copy of the compiled survey will be sent to you unless you indicate otherwise.

I have enclosed a return envelope. Thank you very much for your consideration and assistance.

Sincerely,

Leroy J. Casagranda
**APPENDIX "C"**

### A. SCHOOL BOARD

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### B. TEACHERS' ASSOCIATION

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I have chosen the area of impasse procedures in collective bargaining as my dissertation topic. Specifically, my dissertation title is, "An Analysis of the Impasse Procedures of the Professional Negotiations Act for Teachers in Montana".

My sample for data collection includes negotiators who represent teachers' associations or teachers' unions and negotiators who represent school boards in thirty-four randomly-selected school districts in Montana.

I am asking you to participate in this study. If you agree to participate, please complete the attached questionnaire and return it to me in the enclosed return envelope.

The questionnaire consists of twenty-five statements. These statements are designed to allow you to express your attitudes toward the impasse procedures of the Professional Negotiations Act for Teachers in Montana. The questionnaire will take approximately twenty minutes to complete, although this time will vary from individual to individual.

The information gathered will be confidential and not identifiable by person or school district. A copy of the compiled survey will be sent to you unless you indicate otherwise.

I fully realize your time is very valuable, and to complete a questionnaire is often-times a burdensome task. However, I hope you will take a few minutes from your busy schedule to participate in this study.

Thank you very much for your consideration and assistance.

Sincerely,

Leroy Casagranda
APPENDIX "E"

Your opinions about the impasse procedures of the Collective Bargaining Act for Teachers in Montana are sincerely needed. Your contribution will help in determining if present impasse procedures are satisfactory or if they should be revised.

In the event you may have misplaced the previously-mailed questionnaire, another is enclosed. Please take a few minutes to fill it out and return it in the enclosed return envelope.

I deeply appreciate your participation in this study.

Sincerely,

Leroy J. Casagranda

Leroy J. Casagranda

LJC:mp

Encls: