

Ineffectiveness in Teacher Bargaining: The Anatomy of a First Strike

L'analyse de la première grève d'un syndicat d'enseignants

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Résumé de l'article

Dans l'étude et la pratique de la négociation collective, on se heurte toujours à la possibilité d'une grève qui peut être potentiellement néfaste. Lorsque, de plus, les parties sont des novices dans l'art de négocier et qu'elles font face à un état de grève pour la première fois, il est probable qu'elles auront un comportement qui laisse à désirer et qui peut conduire à des résultats désastreux.

Cette étude traite spécifiquement d'une « première grève » et propose une série de faits qui caractérisent de pareilles situations. Ces facteurs sont ensuite utilisés dans l'analyse des événements qui entourent une grève dans le secteur de l'enseignement où les deux parties, le syndicat et la commission scolaire, en étaient à leur première expérience.

Lorsqu'il s'agit d'une première grève, on peut s'attendre à ce que, comparés à des négociateurs plus expérimentés, les responsables de la négociation soient (1) moins bien informés et plus hésitants, ce qui conduit à une perception moins nette des événements et à un comportement irrationnel; (2) qu'ils se montrent méfiants à l'endroit des autres parties; (3) qu'ils s'appuient sur des raisons émotives; (4) qu'ils adoptent une attitude défensive et agressive; (5) qu'ils optent pour des modes de communication inadéquats; (6) qu'ils aient recours à des aides professionnels moins compétents, ce qui a pour effet d'accroître les autres difficultés.

L'examen de ce qui s'est passé au cours de cette grève d'enseignants a révélé que, d'une façon générale, le syndicat a subi des préjudices graves et inutiles comme résultat de sa décision de faire la grève, en obtenant qu'un petit peu plus que ce que lui avait offert la commission scolaire immédiatement avant la grève. Des communications réticentes et sélectives, alors que l'une et l'autre parties jouaient à cache-cache, le manque de conseils à la section locale de la part du siège social du syndicat, la négligence des dirigeants syndicaux à renseigner les membres sur des faits importants qui se rapportaient directement au conflit comme les offres salariales, des erreurs dans la stratégie de négociation qui ont placé le syndicat dans une situation désavantageuse, des attitudes de plus en plus émotives et agressives entre les parties au fur et à mesure que les négociations se poursuivaient, autant de faits qui ont caractérisé ces négociations. Le syndicat laissa passer la période la plus propice à la grève au commencement de l'automne au moment de l'ouverture des classes alors que la commission scolaire était moins prête à affronter la grève.

La grève elle-même fut assez violente; elle a laissé de profonds ressentiments et une méfiance prolongée entre les parties. Les dirigeants syndicaux ont été emprisonnés une semaine pendant la grève. Les cours furent perturbés et les policiers furent forcés de maîtriser les grévistes. Les membres en général furent surpris par la dureté de la grève et par la fermeté de la commission scolaire à maintenir sa position. Le président de la commission scolaire remet peu après sa démission à cause d'animosité et de pressions sous forme d'appels téléphoniques outranciers, de lettres haineuses et d'altercation publique avec les membres du syndicat.

Les événements et les expériences qui ont marqué cette grève diffèrent de la plupart des grèves d'enseignants qui ont été analysées jusqu'ici, ce qui indique que les premières grèves méritent une étude spéciale en tant que forme originale de conflits qui possèdent leurs caractéristiques et leurs dynamisme propres.

On peut donc conclure que les parties à une première grève devraient se rendre compte de la probabilité plus forte des dangers dont il vient d'être question et qu'elles devraient mieux se préparer aux réalités de la négociation collective, se doter d'une aide professionnelle compétente, être prêtes à faire des compromis et être conscientes des effets prolongés de comportements néfastes pour les négociations futures.

Ineffectiveness in Teacher Bargaining

The Anatomy of a First Strike

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Samuel G. Ryan

The objective of this paper is to identify characteristics which distinguish first strike situations from other strike actions. It is based on both collective bargaining and conflict resolution literature as well as the detailed analysis of a recent walkout by a public school teachers' union.

One of the most frequently occurring volatile social events in American society is the labor union strike. From a broad perspective, such conflicts may bring about vital and constructive social change, but the immediate impact on the affected people and institutions can be severe.

A particularly intriguing category of labor conflict is the first strike situation. An initial strike by a particular union or local is fraught with uncertainties and contingencies which do not exist with the same intensity when an "experienced" union strikes. The same may be said for management members when they are neophytes in confronting labor unrest. It is perhaps academic that a first strike carries with it certain unique characteristics which may disrupt negotiations and increase the probability of destructive outcomes for the involved parties. Such factors have not, however, been subjected to widespread scrutiny in the literature.

OBJECTIVE OF THE STUDY

Pursuant to the above reasoning, it is the objective of this paper to identify characteristics which distinguish first strike situations from other

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** An appendix to this paper can be obtained from the authors on request.

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strike actions. These characteristics are developed based on both the collective bargaining and conflict resolution literature and also through the detailed analysis of a recent walkout by a public teachers' union. This was, at the same time, the union local's initial strike and also the first strike in the particular school district. It was also a case in which the union suffered serious losses which are apparently due, at least in part, to it being a first strike. The events in this strike are analyzed in light of the first strike characteristics previously identified. This analysis is offered as preliminary argument on the impact of the various first strike characteristics on the bargaining process and the involved parties.

PRIOR RESEARCH

There are few selections in the literature which specifically investigate the dynamics of first strike situations. Most of what has been published concerning teachers' strikes examines the attitudes of the parties involved and the particular reasons for the strikes in question. A partial review of these studies was undertaken to understand the subject so that first strike characteristics might eventually be identified. Among these is Heneman (1951) who measured attitudes toward unions, their policies and practices. The research led to the development of the University of Minnesota Employee Attitude Questionnaire (EAQ) (Uphoff and Dunnette, 1956) which measures attitudes of employees toward a number of job aspects including their work, supervision, communications, hours of work, pay, working conditions and co-workers. Purcell (1953) examined the dual allegiance which workers tend to feel toward their union and their employer. Seidman (1958) found that worker dissatisfaction was a necessary, but not sole condition for collective action.

More recently, Hellriegel (1970) conducted a survey of three Seattle school systems in an attempt to determine how attitudes of teachers affect their perceptions of the collective bargaining process. Utilizing the Purdue Teacher Opinionnaire (Bentley, 1967), Hellriegel concluded that:

The possibility that some of the militancy expressed by certain respondents is a consequence of their perception of school board members as being hostile toward the process of negotiations per se. Therefore, the ability to resolve specific issues may be compounded by the distrust or lack of acceptance which one or both parties have toward the other (pp. 395-96).

Smith (1979), in a study of public employee attitudes, found that dissatisfaction with the work situation, among other things, promoted favorable views toward unionism. Rybacki (1979) analyzed the conflict that occurs between teachers' unions and community members as a result of collective

action, and argued that "teachers' unions exist in an environment that has a high likelihood of inducing conflict between their membership and the individuals comprising that environment" (p. 162). Such latent conflict materializes when a strike threatens or actually occurs. Smith further states that "patterns of identity-identification become deeply and bitterly entrenched, and prospects of conflict resolution and a return to conditions existing before the strike are drastically reduced" (pp. 163-64).

Recently, Perry (1979) analyzed the bargaining processes and resulting contracts in nine different public school systems. This was a more intensive extension of an earlier study by the same author which examined the bargaining process in public schools (Perry, 1970). In the later study, Perry reviewed the bargaining record in each of the school systems since 1965. He found that the community was not actively interested in either the procedural or substantive aspects of negotiations, and that the strike, rather than generating fact-finding, tended to be the basis for impasse resolution.

When viewed collectively, the above literature tends to characterize teachers' unions as existing in a) hostile or, at best, indifferent environment, b) where ambiguities of fact and allegiance are common, c) where the potential for distrust and conflict is high and d) where strikes and other job actions are often behaviors of choice. The probability of institutional and personal damage in such settings is high and in the present case, became reality.

PUBLIC EMPLOYEE UNIONIZATION

First Strike Likelihood

The public sector is a fertile area to investigate first strike situations simply because public employee unionization is a more recent phenomenon vis-à-vis the private sector and there has been correspondingly less opportunity to strike. In addition, however, there have been inhibiting effects of traditional legal and socio-moral norms which have viewed public unionization and associated activities as illegal and essentially contrary to the greater public interest. As these norms either relax or are challenged by unions, the potential for first strikes resulting from long standing grievances would be expected to be high.

The public sector is also of interest per se since the growth of public employee unionization has an ever-increasing impact on the environment in which our business, economic and social institutions operate. The contractual agreements that result from labor negotiations not only define the wages, hours and other conditions of employment for rank-and-file mem-

bers, but also for the surrounding work force which often use public employee gain as base criteria for its own negotiations. In addition, the problems which result from public sector labor conflicts, especially the more severe ones, such as job actions and strikes, can have widespread consequences, often causing serious damage to the public at large. Consider the obvious examples of police, fire or sanitation work stoppages.

Among the more militant public unions are those representing school teachers, primarily the National Education Association (which in recent years saw fit to abandon its no-strike policy); American Federation of Teachers; and unaffiliated, predominantly single district organizations. Perhaps the most powerful indication of the militancy of the professional organizations occurred during the 1977-78 school year when no less than 145 teacher strikes occurred in twenty-one states (Duncan, 1979). This pattern will probably continue, given the Proposition 13 initiatives and fiscal austerity postures which are evident across the nation. These adversities will likely cause the affected employees to unify and take assertive action as a matter of self-interest and survival.

Therefore, public sector labor-management relations offers both a high likelihood of strikes in general and of first strike situations in particular. There is a need for research which will contribute to an increased understanding of the dynamics of situations, specifically, first strikes. Insight gained may lead to more constructive negotiations and outcomes in the future.

CHARACTERISTICS OF FIRST STRIKES

The paucity of writings specifically dealing with the first strike situations lead, in the present study, to a survey of the general social psychology/behavioral management conflict literature to aid in the identification of first strike characteristics. Prevailing models of conflict and conflict management propose that conflict behavior is a function of two primary antecedent conditions. These are perceived inter-party incompatibility and interdependence between the parties (Boulding, 1962; Katz & Kahn, 1978; March & Simon, 1958; Ryan, 1977; Schmidt & Kochan, 1972; Thomas, 1979). According to these views, the greater the number of issues that are seen as incompatible, the greater the potential for overt conflict behavior, in this case, a strike.

Of key importance to a strike situation, where contact and communication between the parties is extremely guarded, is the *perceptions* of each side

concerning the positions and intent of the other. It has been repeatedly demonstrated that certain incompatible perceptions both of opposing parties and of the prevailing environment can materially increase the occurrence of conflict of behavior. Some of these factors seem particularly applicable to first strikes and thus form the bases for characterizing such situations.

1. Parties in first strike situations are likely to have less *knowledge*, experience and perspective on which to base their expectations and decisions. It would be expected, therefore, that such parties would experience more uncertainty and ambiguity, leading to *less stable* perceptions and, thus, "irrational" conflict behavior.
2. Neophytes in a strike are also more likely to *mistrust* the other party since there is little perspective as to the impact of negotiation behavior.
3. First strike parties would be expected to act more often based on *emotion* than experienced strikers. Intense, almost religious involvement in the feared job action is more likely.
4. First strike parties are more likely to feel *vulnerable* and *defensive* since they lack prior experience. This can lead to more *aggressive* behavior to overcome self-doubt.
5. Parties involved in their first strike are less likely to be able to secure high quality assistance, both legal and otherwise. This can exacerbate the effects of lack of knowledge and mistrust.
6. Finally, first strike situations are more likely to suffer from *poor communications* both between and among the parties, thus heightening the misperceptions and ambiguities which prevail.

In summary, first strike situations appear to offer a higher potential for less stable negotiations, more intense feelings, poor communications, more defensive/aggressive behaviors and actual strike actions. The following case analysis is offered as a demonstration of classic first strike behavior.

A CASE STUDY OF A FIRST STRIKE

The particular job action studied here is a public school teachers' strike which occurred recently in a suburban community of a large northeastern city.

The reported information was gathered from public records of the strike and, intriguingly, from personal conversations with eight union lead-

ers and several key union figures who made disclosures upon promise of confidentiality. No member of the school board would agree to discuss the strike. It is therefore a caveat emptor to the reader that no information or opinion of a non-public nature from the school board is included. Since the specific interest of this paper is the attitudes and behavior of the union, this lack of school board input should not be critically damaging to the study's completeness or objectivity.

One might question the justification for studying another strike such as this, given the numerous teachers' strikes which have been documented in the literature. There are, however, certain characteristics which make this particular action rather unique and set it apart from the average teachers' strike.

One major factor is that this was both the union local's first strike and the town's first teachers' strike. Second, the strike was relatively violent in nature. Third, the union was extremely ineffective in its bargaining activities and made many costly mistakes.

The analysis of the key events and apparent causes of this job action may lead to a better understanding of the particular dynamics of first strike bargaining processes and, perhaps, to more constructive resolution alternatives in *all* strike situations.

THE PRELIMINARY NEGOTIATIONS

The teachers' union and the board of education had their first meeting in the early fall, nine months before the existing contract was to expire. At this meeting both parties presented their initial series of demands. Although, the content and character of the proposals of each party are important to acquire a feeling for the negotiation climate, there were many offers and counter-offers at various stages of the negotiations. To list each group of demands in this text would yield a cumbersome narrative both overly complex and disruptive of the flow of thought.

For these reasons, the numerous specific offers and counter-offers of the parties are listed separately in Appendix A, and are referred to as necessary in the text.

As a beginning to the negotiation process, the initial demands of the parties give a feeling for the extent of their differences, the kinds of issues involved and set the stage for subsequent bargaining.

As might be expected, both parties reacted negatively to each other's initial proposal with strong disagreement on almost every issue.

According to the union, the school board's proposal constituted a totally unacceptable overall reduction in total benefits. Indeed, it is true that the only proposed benefit in addition to the existing contract was the offer for increased retirement compensation based upon unused sick leave. The board of education, in turn, was unwilling to accept any part of the union's proposal.

Negotiations continued with bargaining sessions scheduled about twice a month. On several occasions the union indicated that it was somewhat flexible in its demands for a pay raise and in the amount and timing of the proposed additional fringe benefits. The board offered to drop its demand for restrictions of tuition reimbursements for cases involving job-related degree programs. Otherwise, it remained steadfast in its refusal to negotiate on other issues and essentially stuck to its initial offer.

Consequently, almost five months after the negotiations had begun, and with no great change in the parties' positions, impasse was declared. The state responded immediately by appointing a fact-finder to study and report on the impasse. Although both of the negotiating parties had the right to approve the selection of the fact-finder, neither party was obligated to abide by any recommendations that might be made.

As soon as the union and the school board had agreed upon the fact-finder, hearings were scheduled to present the positions of both sides. After analyzing the two sets of proposals and accompanying arguments, the fact-finder delivered his report and made the recommendations which are detailed in Appendix A.

Negotiations resumed, and both the union and the school board modified their proposals as a result of the fact-finder's recommendations. These modifications represented the first significant revisions made by either party since the negotiations began six months before, and are also listed in Appendix A.

It can be seen that the school board essentially accepted all of the fact-finder's recommendations, even surpassing the salary increase recommendations. The union made small modifications on two issues but remained adamant on the others, claiming that these were the keys to any possible contract settlement.

The negotiations continued on an intermittent schedule through the summer, but neither side was willing to make further concessions towards a contract agreement.

The union held its first general membership meeting of the new school year at the end of September. The agenda included a report to the rank-and-file on the status of the contract negotiations, and a discussion of the possible courses of action that might be taken by the union to break the deadlock. A vote taken at the end of the meeting showed that more than 95 percent of those in attendance favored a teachers' strike if the deadlock continued, despite the fact that such action would violate state law.

Proceeding into the month of October both parties, prompted by the prospect of possible job actions, agreed to hire a mediator to assist them in reaching a settlement. A mediator acceptable to both sides was selected by the middle of the month and began participating in the negotiations. Despite the efforts of the mediator, the month of November marked the beginning of the second year of negotiations with no contract settlement in sight. The state was set for the crisis that would shortly erupt.

In retrospect, two factors are evident during the preliminary negotiations stage which suggest that the naivete of the union's first strike strategies may have seriously weakened its bargaining position.

First, some previous experience on the union bargaining team could have markedly helped the situation. During the summer the union was in a very advantageous position with the new school year coming up. Had the union threatened and prepared for an immediate job action on the first day of the school year, it could have had considerable leverage at the summer bargaining table. It would not have been possible for the skeleton summer staff of the school board to make contingency plans as effectively as after school started and the board was again fully staffed. The union, however, in this first strike situation failed to seize the opportunity and paid a considerable price for ignorance later on.

Another factor which weakened the union was the absence of state affiliate involvement until very late in the bargaining. According to Duncan (1979), "a strike decision usually involves some combination of the resources of local, state, and national (union) organizations". This was not the situation in the present case. It is, in fact, surprising that the state organization did not provide more immediate support to this local while facing the growing possibility of a first strike.

THE PRE-STRIKE PERIOD

The teachers' union decided to take the initiative in a final attempt to force a break in the deadlocked negotiations and bring about a contract settlement. Bolstered by the nearly unanimous vote of confidence demonstra-

ted by the poll of the rank-and-file, the union issued an open letter to all parents in the school system. This letter contained a statement of the teachers' unhappiness over the lack of a contract agreement, and identified publicly for the first time what they considered to be some of the central issues in the negotiations. The union executive committee had discussed many of the issues with its rank-and-file, but only at meetings which are restricted to union members. The letter set a one week deadline to reach a contract settlement. Although no definite action was threatened if an agreement was not reached by that date, the letter warned that the responsibility for the consequences would rest with the board of education.

This was a very unusual step for the union to take. As Perry (1979) reports in his study of nine different school systems, "few of the protagonists reported any serious efforts to enlist the support of community groups in the negotiation context". Yet here we see the teachers' union making a first serious attempt to attract the sympathy and support of the parents in the community. This is just one more incident that makes this particular strike unique, and it was a particularly significant gamble on the part of the union.

Perry (1979) goes on to conclude, "Collective bargaining in most systems was a remarkable private and apolitical process." He reports that "there were a few isolated cases of community relations efforts" in his studies, "but those, too, were not designed or used to strategic advantage in bargaining." In the present instance the teachers' union was clearly straying from the norm in issuing its open letter.

Another significant fact was that the union's letter specifically stated that the board's offer of salary increases was only "slightly more than 2 percent", and was decried as a pittance in the fight to keep up with inflation. This was an outright lie. The school board's last offer was actually *six* percent and not two percent as reported in the letter. So even, though the board's offer would not permit the teachers to keep up with inflation, the amount of the offer reported in the union's letter was an apparently *deliberate misrepresentation* of the facts.

This was the first attempt by either party to take advantage of the secrecy of the negotiations and mislead the public for the purpose of gaining sympathy and support. Actually, it was discovered after the crisis was over that the public was not the only group that was misled by the union regarding the status of the negotiations. The union members themselves were also given false information by the union leaders prior to the strike. This was apparently an attempt by the leaders to provoke the union members and make them more willing to support a stand against the school board. Whether

such prevarication was due to poor judgment, naivete, lack of sound advice or a deliberate militant move, it appears quite likely that the union's first strike status may have led it to take actions that it otherwise might reconsider.

The school board was reportedly caught off guard by the union's letter and reacted quickly in an attempt to avert a public outcry in support of the union. An immediate request was sent to the mediator, who had been participating in the negotiations, to begin scheduling more frequent bargaining sessions. A written rebuttal of each of the claims made in the union's letter was also drafted and prepared for public distribution. The school board also made some significant modifications to its proposal, listed in Appendix A, and presented them at the next negotiating session.

These modifications by the school board represented the first significant changes to take place since the fact-finder's report was delivered six months earlier. It was the opinion of the union officers at the time that this letter had directly forced the board's response, and that the way may have been opened to possible settlement. It is possible here that the school board's first strike posture may have led it to be too lenient at an inopportune time.

The negotiating session at which the new proposals were presented lasted six hours. The union was very much interested in the benefits for the special education teachers, but the parties could not reach any agreement concerning the elementary preparation time issue. The talks recessed until the following day.

When the bargaining resumed, it was immediately apparent that positions of both sides had hardened again. The union demanded additional concessions with respect to the salary offer for the special education teachers. The board refused, claiming that it felt that its offer for medical coverage for this group was more than generous. Also, despite the board's offer to discuss the question of elementary preparation time, it would not give in on its refusal to provide this time during the regular work day.

The school board met the following day in a special closed-door emergency session, ostensibly to discuss the negotiations. It was subsequently learned that the board actually met to finalize emergency plans in preparation for a possible strike. These preparations included: a. the compilation of a large list of available substitute teachers who might be hired in order that the schools be kept open during a strike. b. provisions to delay the bus schedules so that the schools could be opened late on the morning of a strike to permit implementation of the other contingency plans before the students arrived. c. preparation of alternate class schedules and student rosters so

that courses could be consolidated and combined for more effective control during a strike. d. plans for briefing all administrative personnel in order to define their emergency duties and responsibilities.

The school board was now in a position to implement these procedures very quickly at the first sign of a teachers' strike.

Following this meeting, the president of the board of education released a letter to all school system employees in response to the union's letter of the week before. The letter outlined the board's contract proposal, including the salary offer, and alleged that the mediator was disappointed with the union's response to the board's offer. This accusation was, according to a union source, not without basis and had a damaging effect on the public's attitude towards the union's position as evidenced by newspaper articles and citizen interviews. The letter also warned of the personal financial losses which have historically been incurred by those who participate in work stoppages.

The union blasted the school board's letter as a total distortion. In an interview given the day after the letter was released, a high-ranking union official stated that the letter "does not contain the whole truth", and claimed that "the board had been quite selective in what it had chosen to reveal." Commenting on the charge that the mediator was disappointed with the union's response to the board's offer, the union official denied any knowledge of it and declared, "I consider it in absolute bad faith for either party to reveal anything that a mediator has said, since what he says to us is said in absolute confidence." It should be noted that the official did not specifically deny that the mediator was displeased with the union.

Negotiations were reconvened by the mediator, and the school board increased its salary offer from six to six and three-tenths percent, which was offered for each year of a three-year agreement. The teachers moved from nine to eight and one-half percent and reduced their demands for preparation time from two and one-half to two hours. The parties progressed no further, and on the day set by the union in their letter, the teachers struck.

THE STRIKE

At the onset of the strike, the board implemented its emergency plans. For the duration of the two-week walkout student attendance was about fifty percent. A temporary injunction to halt the strike was obtained by the board and was ignored by the teachers. For this, eight members of the union executive committee were sent to jail for the second week of the strike. The union was fined \$2,500 per day for the same period.

The most obvious evidence of the intense polarized emotions present in the rank-and-file was the violence that occurred during the strike.

In school there were reports of bicycle riding in the halls and fire extinguishers being emptied in the classrooms. There were food fights in the cafeterias, and at least one person was seriously hurt when hit in the head by a flying beer bottle. On the picket lines teachers blocked the entrances to the schools and engaged in physical scuffles to turn away students and school employees. The teachers also talked many of the students into joining them in the picket lines. There were several instances of teachers using abusive language over bullhorns to disturb and disrupt the classes in progress until the police confiscated the bullhorns. A crowd of about 200 teachers assembled to picket at one school, and there were a number of fistfights between these marchers and the substitute teachers arriving for work. At one point, several had to use clubs to break up the melee.

Many of the people reporting to work in the schools were pelted with eggs from the picket lines, and several policemen were also hit. Several classrooms had to be evacuated when a smoke bomb was tossed into a window.

There was considerable damage done to several cars in the school parking lots. Many of the substitute teachers, as well as a number of other school employees, reported that their tires had been slashed and their windshields had been broken while they were in school. Several cars had also been splashed with paint. Police guards were stationed in all the school parking lots to prevent any further damage.

Certain behavior of the adversaries further exacerbated the conflict. Members of the school board charged that the strike was being orchestrated by the statewide union organization and that the majority of the strikes had been called against schools with black students (the student population in this school system was predominantly black). This allegation was quickly denied by a state union bargaining official, who said that the local teachers had made the decision to strike on their own.

For its part, the union counter-charged that the board encouraged its outside negotiator to protract the negotiations process despite the added cost of this to taxpayers.

Throughout the strike, negotiations were conducted with frequent on-again, off-again prospects for settlement. Involved at one time or another were the mediator, parents' councils, citizens' committees, public officials and the judge issuing the injunction. The adversaries themselves announced and conducted numerous caucuses, both publicly and privately. Newspaper

ads were published by both sides presenting their positions, and a telephone barrage was directed toward people who could conceivably influence the strike and its settlement.

Overall, the strike was a disruptive, turbulent period which caused great concern in the community and among many of the union rank-and-file. The school board, however, remained firm, and the initial union resolve began to diminish sharply in the face of the grim realities of the strike.

THE SETTLEMENT

Exactly two weeks after the strike began a tentative contract settlement was announced. The latest talks had taken place in the county jail where the union officers were being held for ignoring the court-order injunction to end the strike. When the agreement was announced, neither party would reveal any details of the new contract until it could be ratified by the union members. The union ratification meeting later that same day was a highly emotional session.

The jailed officers were cheered as they entered the hall, members tearfully embraced and an intense feeling of cohesion and solidarity prevailed. This emotional crest maintained for several months following the settlement and tended to override and obscure members' candid feelings concerning the strike. The officers assumed hero status in the eyes of the membership and the president realized a new level of personal influence.

The terms of the final settlement concerning the major bargaining issues are listed in Appendix A. As can be seen, there were some gains achieved by the union. Most significantly, the addition of major fringe benefits (the dental plan, the prescription plan and the application of unused sick leave at retirement) in one contract period made bargaining history for teachers' unions in that state.

On balance however, it is apparent that the union lost the "war". This is particularly evident when one views comparative history of the parties' positions on the major contract issues at three important stages of the negotiations as is shown in Table 1. These data contrast the initial offers, the status immediately before the strike and the final settlement. From this comparison the change or lack of change of positions of parties on the major issues is clarified.

It is clear that the offers on the table immediately prior to the strike are extremely similar to the final settlement. Any small differences that do exist could surely have been won in negotiation if the union had reduced the dis-

TABLE 1
Comparison of Parties' Offers During Period of Negotiations

<i>Issues</i>	<i>OPENING DEMANDS</i>		<i>PRE-STRIKE OFFERS</i>		<i>POST-STRIKE SETTLEMENT</i>
	<i>School Board</i>	<i>Teachers' Union</i>	<i>School Board</i>	<i>Teachers' Union</i>	
1. Teacher salary increases	2 percent	10 percent	6.3 percent	8.5 percent	6.5 percent
2. Extra-curricular salary increases	None	10 percent	7 percent	8.5 percent	9 percent (year 1) 6 percent (years 2 & 3)
3. Teacher cafeteria duty	Status quo	Eliminate	Status quo	Eliminate	Eliminate
4. Teacher preparation time	None	3 hours per week	None	2 hours per week	None
5. Teacher working hours	Additional 30 minutes per day	Status quo	Additional 30 minutes per day	Status quo	Additional 30 minutes per day
6. Special-teacher contract coverage	\$1.50 per hour increase	Full contract coverage	\$1.50 per hour and medical insurance	Full contract coverage	\$1.50 per hour and medical insurance
7. Dental plan	None	Something	None	Something	None (years 1 & 2)* \$150 (year 3)
8. Prescription plan	None	Something	None	Something	None (year 1)* \$85 (years 2 & 3)
9. Hiring of substitutes	Status quo	Hire to replace absent specialists	Status quo	Hire to replace absent specialists	Status quo plus \$5 compensation

10. Personal leave	Severe restrictions	Status quo	Severe restrictions	Status quo	Some restrictions
11. Advance notice on assignments	None	Prior to school year	June first of each year		June first of each year
12. Medical insurance	Allocate portion of cost to teachers	Status quo			Status quo
13. Binding arbitration	Status quo	Include disciplinary reprimands			Include disciplinary reprimands
14. Tuition reimbursement	Severe restrictions	Status quo			Status quo
15. Special-teacher bonus	Eliminate	Status quo			Status quo
16. Special-teacher extra assignments	Status quo	Eliminate			Eliminate
17. Unused sick leave	Maximum \$2,500 at retirement				Maximum \$2,500* at retirement
18. Term of contract		2 years		3 years	3 years

Pending state law removed this issue from collective bargaining.

* Three major fringes in one contract period was unique in state bargaining history to that time.

parity between its demands and the school board's offers. Perhaps even more gains could have been achieved. In any case, considering the fines and loss of pay, it can hardly be argued that the strike actually resulted in substantial gain for the union with respect to the contract issues. Indeed, after the ratification, the president of the union conceded that it was going to be much too long before the money lost in salaries to be made up by the increases they had won. But he also added, "There comes a time when you have to stand up and be counted. You have to stand up for what you believe in, and I happen to believe in justice."

STRIKE AFTERMATH

Union leaders and several other teachers who were interviewed after the strike said that "the lack of respect shown by the board toward them, along with a lack of adequate response by the union, led to unrest and dissatisfaction which could only be expressed by a dramatic job action." Furthermore, they felt that the union's biggest mistake was that it waited until November to strike. It felt that if it had been called when the school year commenced, the board would have had less time to prepare, thereby increasing the strike's impact.

There was some disagreement, however, over whether the strike could have been avoided. Some of the teachers questioned felt that the union had not exhausted all of its options before calling the strike, including such job actions as a refusal to work beyond specified school hours. This would have effectively eliminated staff meetings, parent conferences and extra-curricular activities. Also, union demonstrations at school board meetings could have been organized. These teachers also felt that the union should have been more flexible by giving in more.

None of the union officials or other teachers interviewed felt that the students suffered significantly during the strike. As one teacher stated, "Any time lost from school is really only a vacation for the kids, and usually insignificant when considered in the context of an entire year's worth of material."

The teachers were asked what advice they had for others involved in similar situations. The two items which were stressed by all of them were the need for *bargaining expertise* and the importance of *union solidarity*.

Everyone agreed that it was absolutely essential for the union to have hired an experienced professional negotiator to present its position. Although the state union organization did make its own negotiator available

to the local union for bargaining, it was felt that this person was no match for the caliber of professional negotiator employed by the school board.

Regarding union solidarity, members felt that "without the unanimous support of the union members, bargaining leverage is considerably reduced, and no job action can be effective." When asked how this unity can be fostered, the responses included the need for active representatives, participatory meetings and, as was true in this case, a union leader with charisma.

They further observed that given current law, the school board holds all the power. If, despite good faith negotiations and valid arguments by the union, the board refuses to meet union demands, the union has no choice within that state's legal framework but to accept the board's last offer.

Other lessons which were learned from this strike included "just how far the board was willing to go to get its own way", the fact that "union solidarity was very high when the chips were down", and that "teachers lose the most in a strike". Several of the teachers even felt that the school board actually wins in a strike, since it only loses the taxpayers' money. As one teacher bitterly stated, "Even if the union wins a couple of contract points, in the long run the teachers lose anyway, since they are always underpaid."

OVERALL ASSESSMENT OF THE STRIKE

Trying to intelligently assess the true causes of the strike, the actual feelings and intentions of the involved parties or even the facts of the situation given the qualitative observational methods used here, is a task fraught with speculation, inference, incomplete data and separation of truth, falsehood and irrelevance. Despite these acknowledged constraints, it is interesting that the rank-and-file reactions were consistent with the findings of prior research. The teachers here did mistrust the school board and perceive it as hostile (Hellriegel, 1970); they did face an environment with a high likelihood of conflict (Rybacki, 1979); they did utilize a strike to resolve an impasse before fully exhausting alternative mechanisms (Perry, 1979); and finally they felt isolated by a combination of public indifference/hostility and unfavorable legal constraints (Rybacki, 1979; Smith, 1979). They also suffered severe and costly losses in the strike.

The comparison in Table 1 of the settlement and the immediate pre-strike positions demonstrates dramatically that very little gain was made by the union during the strike. Certainly the cost of the experience far outweighed the objective gains. Of the eighteen issues listed in Table 1, the

school board can be seen as the outright winner on seven of them (numbers 1, 4, 5, 6, 9, 10, 11) including the crucial salary and time issues. The union can be seen to have prevailed in nine instances but in four of these (numbers 3, 12, 14, 15) they merely survived a threatened reduction by the board. The union did gain three major fringe benefits (items 7, 8, 17) which was unique to that date in the state. These gains, however, were small solice in the face of the losses. It is also apparent, as noted above, that the union's ineffectiveness during the negotiations was a major cause of its own injury.

There are a number of reasons for these outcomes. 1. The leadership of the union was new and inexperienced in the bargaining process. None of the union negotiating team had ever before even participated in a contract bargaining session, much less a strike. As a result, there was no one on the bargaining team that the union leaders could turn to for some maturity of judgment based upon previous experience in similar situations. 2. According to Duncan (1979), "teachers' unions that strike are typically well organized, and there leadership... is highly trained." This was *not* the situation in this case. One of the more critical mistakes made by this union was the failure to accurately judge the extent to which the board of education was willing to go to attain its goals. Had the union leaders been more highly trained and experienced they would have been better able to assess the character and determination of the school board. It is also probable that a more experienced, highly trained leadership would have been perceived in a different, more predictable, more competent, perhaps more powerful light by the school board. This may have caused the school board to adopt a more conciliatory stance. 3. Another reason for the union's ineffectiveness was its lack of general preparedness for a strike or its reasonable consequences. The union decision to strike seemed a relatively sudden impulse that was spurred by a continued deadlock in the negotiations, and not a carefully prepared job action. The union never expected the school board would be so rigid and harsh in its willingness to allow a strike, successfully keep schools open, impose partisan actions and effectively break the union down. This was a serious miscalculation, heightened by the fact that officers and rank-and-file alike were admittedly "swept up in the emotions of the thing". Egos of the officers had to become involved. Due partially to inadequate bargaining experience, poor control and inadequate legal representation, they were outmaneuvered at negotiations. They were subsequently punished by the law during the strike and gave in for little more than they already had gained before the strike. 4. Duncan (1979) reports that "a teachers' union which decides to strike in a given school district usually must devote considerable time, energy, and resources to 'hying' its rank-and-file." Conversely in this case, the union leaders deliberately lied to the

rank-and-file in a successful attempt to quickly arouse them for a strike action. The most glaring example of this was the fact that the membership-at-large did not know that the board had made its first salary offer increase (from 2% to 6%) until the entire summer had passed and the parties were preparing to strike. This and several other similar incidents seem also to indicate that the union officers had private motives which were not being expressed even to their own constituents. 5. It was also true that each of the negotiating parties believed that the other had a *hidden agenda* which contributed to the crisis situation. The union was certain that the professional negotiator hired by the board was directed to prolong the bargaining. The school board, on the other hand, was convinced that the state union organization selected certain school districts each year to be pushed to the limit during negotiations in order to raise contract norms. According to one teacher, this school board believed that this local had been selected for such a purpose that year. It is true that the state headquarters did pay all the fines imposed for violating the state's no-strike law. Whether or not these claims were true, *it is obvious that both parties believed them*, and that this belief had a significant effect on the negotiations as evidenced by the belligerent postures of both sides. 6. The union's actions were largely neutralized by extremely poor timing. The union leaders had ample time within which to read the tone of the negotiations and make decisions. However, by the time the union actually decided to strike the school board had formulated complete contingency plans that would allow it to resist a strike and continue operations on a long term basis. Perry (1979) found that only one in five school districts attempted to open the schools during a first strike, and not one of the school boards in the nine representative school systems he studied sought legal sanctions or injunctions against unions during a first strike. Not only did the school board take such legal action in this particular strike, but it also kept the schools open for the duration. Once the strike was imminent the school board held the power in all key areas and simply waited until the union capitulated. These factors, certainly a partial function of the fact that this was the first strike in the history of the school system, led the union to blunder its way into a drastic situation it could not hope to win.

There were also negative effects on the school board. Most significantly, the superintendent resigned several months after the strike due to the intense resentment, angry phone calls and other harassment from union sources.

Two short and not unrelated postscripts are helpful here. First is the very apprehensive outlook for the next round of negotiations when the current contract expires. The sores and wounds of the present experience will require enormous energy to *control* and *channel* towards constructive negotiations.

Secondly, the mistrust and resentment which was left behind by the strike was powerfully demonstrated when the present authors approached the union officers with a proposal to survey member attitudes. Although the union president was enthusiastic and seemed to honestly desire and analysis of such data, the proposal was soundly defeated by a vote of the union executive committee. The main reason reported for the vote included fear of stirring up the rank-and-file, not mistrust as to the security of the data. Although the above scenario is not new to researchers in organizations, it is evidence of the negative climate which remains stirring in this union.

APPROACHING THE FIRST STRIKE SITUATION

It seems apparent that the first strike characteristics derived earlier were present in this case. Misperceptions, lack of trust, lack of knowledge and proper professional representation, dismal interparty communication, out-and-out lying to the rank-and-file, highly emotional involvement and unstable, aggressive behavior all are evident.

It is also in fairness true that many of these characteristics arise in "experienced" strikes and are not solely a function of naivete. They do, however, have a higher probability of occurrence in a first strike with corresponding destructive consequences.

Based on the above factors, it is possible to specify a series of actions which might be recommended to parties facing a first strike situation.

First, the parties should realize that they are at least in an adversary situation where all of the goals of either party will not be met. Some compromise, probably extensive, must be made.

Secondly, naive parties should secure the best professional representation available. This will help to lessen uncertainty and ambiguity and provide a more clear communication avenue with the opposition. In addition, the experience and skill of such representation can help defuse aggressive tendencies and focus attention on strategies and behavior that have the greatest apparent probability of achieving desired goals.

Third, parties should educate themselves to the intricacies of strike situations. The professional representative can be a resource as can the union headquarters, as well as other unions which have undergone strikes in the past.

Finally, the parties should realize that the immediate strike situation is not the last time they will have to negotiate. In the present case, the resid-

uals which followed the strike caused lingering rank-and-file resentment toward the school board, erosion of confidence in union officers, disruption of the school board, extensive individual damage and very little in the way of positive outcomes.

It is the case that powerful, knowledgeable parties stand the best chance of securing the most that is available in a negotiation or potential strike situation. First strikes, therefore, may have their greatest value in painfully demonstrating how *not* to negotiate a contract.

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L'analyse de la première grève d'un syndicat d'enseignants

Dans l'étude et la pratique de la négociation collective, on se heurte toujours à la possibilité d'une grève qui peut être potentiellement néfaste. Lorsque, de plus, les parties sont des novices dans l'art de négocier et qu'elles font face à un état de grève pour la première fois, il est probable qu'elles auront un comportement qui laisse à désirer et qui peut conduire à des résultats désastreux.

Cette étude traite spécifiquement d'une «première grève» et propose une série de faits qui caractérisent de pareilles situations. Ces facteurs sont ensuite utilisés dans l'analyse des événements qui entourent une grève dans le secteur de l'enseignement où les deux parties, le syndicat et la commission scolaire, en étaient à leur première expérience.

Lorsqu'il s'agit d'une première grève, on peut s'attendre à ce que, comparés à des négociateurs plus expérimentés, les responsables de la négociation soient (1) moins bien informés et plus hésitants, ce qui conduit à une perception moins nette des événements et à un comportement irrationnel; (2) qu'ils se montrent méfiants à l'endroit des autres parties; (3) qu'ils s'appuient sur des raisons émotives; (4) qu'ils adoptent une attitude défensive et agressive; (5) qu'ils optent pour des modes de communication inadéquats; (6) qu'ils aient recours à des aides professionnels moins compétents, ce qui a pour effet d'accroître les autres difficultés.

L'examen de ce qui s'est passé au cours de cette grève d'enseignants a révélé que, d'une façon générale, le syndicat a subi des préjudices graves et inutiles comme résultat de sa décision de faire la grève, en obtenant qu'un petit peu plus que ce que lui avait offert la commission scolaire immédiatement avant la grève. Des communications réticentes et sélectives, alors que l'une et l'autre parties jouaient à cache-cache, le manque de conseils à la section locale de la part du siège social du syndicat, la négligence des dirigeants syndicaux à renseigner les membres sur des faits importants qui se rapportaient directement au conflit comme les offres salariales, des erreurs dans la stratégie de négociation qui ont placé le syndicat dans une situation désavantagée, des attitudes de plus en plus émotives et agressives entre les parties au fur et à mesure que les négociations se poursuivaient, autant de faits qui ont caractérisé ces négociations. Le syndicat laissa passer la période la plus propice à la grève au commencement de l'automne au moment de l'ouverture des classes alors que la commission scolaire était moins prête à affronter la grève.

La grève elle-même fut assez violente; elle a laissé de profonds ressentiments et une méfiance prolongée entre les parties. Les dirigeants syndicaux ont été emprisonnés une semaine pendant la grève. Les cours furent perturbés et les policiers furent forcés de maîtriser les grévistes. Les membres en général furent surpris par la dureté de la grève et par la fermeté de la commission scolaire à maintenir sa position. Le président de la commission scolaire remet peu après sa démission à cause d'animosité et de pressions sous forme d'appels téléphoniques outranciers, de lettres haineuses et d'altercation publique avec les membres du syndicat.

Les événements et les expériences qui ont marqué cette grève diffèrent de la plupart des grèves d'enseignants qui ont été analysées jusqu'ici, ce qui indique que les premières grèves méritent une étude spéciale en tant que forme originale de conflits qui possèdent leurs caractéristiques et leurs dynamisme propres.

On peut donc conclure que les parties à une première grève devraient se rendre compte de la probabilité plus forte des dangers dont il vient d'être question et qu'elles devraient mieux se préparer aux réalités de la négociation collective, se doter d'une aide professionnelle compétente, être prêtes à faire des compromis et être conscientes des effets prolongés de comportements néfastes pour les négociations futures.

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