Self-instructional materials for collective negotiations in Iowa public school districts

Eugene Joseph Paul
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by

Eugene Joseph Paul

A Dissertation Submitted to the
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# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>CHAPTER I. INTRODUCTION</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Need for the Study</td>
<td>1</td>
</tr>
<tr>
<td>Statement of the Problem</td>
<td>5</td>
</tr>
<tr>
<td>Questions to Provide Direction to the Study</td>
<td>10</td>
</tr>
<tr>
<td>Purpose of the Study</td>
<td>11</td>
</tr>
<tr>
<td>Objectives of the Study</td>
<td>12</td>
</tr>
<tr>
<td>Basic Assumptions</td>
<td>14</td>
</tr>
<tr>
<td>Delimitations or Scope of Investigation</td>
<td>15</td>
</tr>
<tr>
<td>Definition of Terms</td>
<td>15</td>
</tr>
<tr>
<td>Education</td>
<td>16</td>
</tr>
<tr>
<td>Labor Relations</td>
<td>17</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHAPTER II. REVIEW OF LITERATURE</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>24</td>
</tr>
<tr>
<td>Self-Instructional Material</td>
<td>24</td>
</tr>
<tr>
<td>Collective Bargaining</td>
<td>28</td>
</tr>
<tr>
<td>Industrial Relations Systems</td>
<td>28</td>
</tr>
<tr>
<td>1891 - 1971</td>
<td>29</td>
</tr>
<tr>
<td>Iowa - 1974</td>
<td>33</td>
</tr>
<tr>
<td>Negotiation</td>
<td>35</td>
</tr>
<tr>
<td>Summary</td>
<td>37</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHAPTER III. METHODOLOGY</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development of Material</td>
<td>39</td>
</tr>
<tr>
<td>Behavioral Objectives</td>
<td>40</td>
</tr>
<tr>
<td>Pre- and Posttests</td>
<td>45</td>
</tr>
<tr>
<td>Section</td>
<td>Page</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Test Administration</td>
<td>46</td>
</tr>
<tr>
<td>Selection of the Jury Panel</td>
<td>47</td>
</tr>
<tr>
<td><strong>CHAPTER IV. BEHAVIORAL OBJECTIVES AND OUTLINE OF MODULAR CONTENT OF SELF-INSTRUCTIONAL MATERIALS</strong></td>
<td>50</td>
</tr>
<tr>
<td>Module I. The Management Rights Issue</td>
<td>50</td>
</tr>
<tr>
<td>Overview</td>
<td>50</td>
</tr>
<tr>
<td>Behavioral Objectives</td>
<td>51</td>
</tr>
<tr>
<td>Module II: Bargaining Team Composition: Who Should Negotiate</td>
<td>52</td>
</tr>
<tr>
<td>Overview</td>
<td>52</td>
</tr>
<tr>
<td>Behavioral Objectives</td>
<td>52</td>
</tr>
<tr>
<td>Module III: Contract Language: Some Implications for Interpretation and Administration</td>
<td>53</td>
</tr>
<tr>
<td>Overview</td>
<td>53</td>
</tr>
<tr>
<td>Behavioral Objectives</td>
<td>53</td>
</tr>
<tr>
<td>Module IV: Maintenance Factors for Union Security</td>
<td>54</td>
</tr>
<tr>
<td>Overview</td>
<td>54</td>
</tr>
<tr>
<td>Behavioral Objectives</td>
<td>54</td>
</tr>
<tr>
<td><strong>CHAPTER V. FINDINGS</strong></td>
<td>55</td>
</tr>
<tr>
<td>Content Validation</td>
<td>61</td>
</tr>
<tr>
<td>Test Reliability</td>
<td>73b</td>
</tr>
<tr>
<td><strong>CHAPTER VI. SUMMARY, CONCLUSIONS, RECOMMENDATIONS</strong></td>
<td>76</td>
</tr>
<tr>
<td>Summary</td>
<td>76</td>
</tr>
<tr>
<td>Limitations</td>
<td>79</td>
</tr>
<tr>
<td>Conclusions</td>
<td>80</td>
</tr>
<tr>
<td>Discussion</td>
<td>82</td>
</tr>
</tbody>
</table>
CHAPTER I. INTRODUCTION

Collective bargaining in the Iowa public sector is now guaranteed by law. Arbitrators, practitioners and students of collective bargaining tend to agree universally that a high degree of human emotion is intrinsic to the progress of, and responsible for, the great variation in the singular approaches and individual results attained through negotiation. Logic and reason are sometimes difficult to discern, if not impossible, when flavored by the emotion inherent in vested interests and solidified by the antecedent variables of position.

By its very nature collective bargaining takes on the characteristics of "gamesmanship"; and if the "game" is played appropriately both parties usually win something. The consequences can almost always be calculated in terms of dollars and cents. Evidence for the need to acquire new knowledge of the established rules for regulation play appeared in a copyrighted article in the Des Moines Register on November 8, 1971. Reporter Robert Krotz had covered a "wage and salary negotiations conference" for Iowa school boards, superintendents and principals held at Iowa State University in Ames, Iowa. According to Krotz the team of education consultants and negotiations experts conducting the conference warned those in attendance that a "whole new ballgame" in teacher salary negotiations was coming to Iowa and when it came Iowa
school officials had better know how to play because the game can be rough. Krotz referred to this new game as collective bargaining, the tool organized labor has used so effectively to win substantial pay and fringe benefit increases from business over the last thirty years.

Were these remarks made to school officials to be construed as a conspiratorial threat or a legitimate prophecy? Hardly a conspiracy although some school administrators would regard them as highly threatening as is evidenced by the October 18, 1973, legislative position statements proposed for 1974 prepared by the Iowa Association of School Administrators. These statements reflect opposition to collective bargaining because, according to the Association, collective bargaining inevitably creates an adversary climate in the school systems wherever such laws are in effect.

Historically the remarks were largely prophetic. For indeed, in Iowa, the props and stage had already taken on some of the characteristics of the "new game." In 1970, a decision made by the Iowa Supreme Court created the necessary focus for turning attention to public employer-employee relationships.

The events leading up to this decision occurred in Cedar Falls, Iowa. Prior to February 20, 1968, the non-academic employees who operated the physical plant at the University of Northern Iowa organized themselves into a union and
received a charter from the United Packing House Food and Allied Workers of America, AFL-CIO. These employees constituted Local No. 1258.

Members of Local No. 1258, on February 20, 1968, went on strike at the University of Northern Iowa against the State Board of Regents who had administrative authority over the University. The employees set up picket lines at the University for the purpose of forcing the Board of Regents to bargain collectively with Local No. 1258.

The Board quickly sought relief from the courts and obtained a permanent injunction against the workers restraining them from engaging in a concerted work stoppage or strike. The employees were not enjoined from picketing for informational purposes as long as the picketing did not interfere with the operations of the University.

The confrontation between the Board of Regents and United Packing House eventually led to the Iowa Supreme Court decision of February 10, 1970.* The decision evaluated the status quo of the public employee bargaining issue in Iowa at that time. The pertinent highlights of the decision were:

1. Public employees have the right to organize and join a labor organization.

2. Public employees do not have the right to strike.

* 175 N. W. 2d 110 (Iowa 1970)
3. Employer-employee relationship in public employment is governed by statutory law and administrative regulation and it is not fixed, either in whole or in part, by contract as in the field of private industry.

4. The State Board of Regents has no authority to enter into collective bargaining or collective bargaining agreements in the industrial context.

5. The power to fix terms and conditions of public employment is a legislative function which, with proper guidelines from the legislature, can be delegated to its administrative agencies.

6. Any picketing to coerce the State Board of Regents to bargain collectively against its better judgment would either be illegal, against public policy or both.

The court made it clear that "if the legislature desires to give public employees the advantages of collective bargaining in the full sense as it used in private industry, it should do so by specific legislation to that effect."

Professor Lawrence Pope stated in the Drake Law Review (118, pp. 1-2) that the case reaffirmed the right of public employees to organize and join labor organizations while also reaffirming the denial of a right to strike for these workers, and went on to say that this decision was the major thrust toward adoption of the Public Employee Relations Act which became law on July 1, 1974. Pope continues:

The result of Board of Regents was a series of attempts at passage of legislation. In 1973, after several unsuccessful efforts, a bill was passed by the Senate. The bill, Senate file 531, did not receive consideration by the House in the first session of the 65th General Assembly. Early in
the second session (1974) the Act came up for consideration as a special order of business. The debate lasted for 12 days with the discussion of 198 amendments, 58 of which were adopted in all or in part. What resulted was a comprehensive bill for the regulation of public employment labor relations in Iowa. It is the author's view that the General Assembly was wise in adopting a comprehensive bill. Failure to do so would not have prevented employee organizations and demand for collective bargaining. That organization and demand was inevitable. A statement of public policy and sufficient provisions to carry out that policy were needed to prevent a piece-meal creation of law in Iowa; a process which would have resulted in confusion and tension.

Collective bargaining for public employees has come to Iowa. The issue of whether or not public employees have the right to bargain with public employers has been settled.

The effect of Iowa Senate File 531 on school administrators and employee organizations is highly significant. It would appear that all except a very few administrators in Iowa are ill-prepared for collective bargaining by training, vocation, experience or by inclination.

Need for the Study

Telephone interviews were conducted with the following organizational representatives:

1. Executive Director, Iowa School Board Association, Des Moines, Iowa.

2. Executive Secretary, Iowa Association of Secondary School Principals, Des Moines, Iowa.

3. Executive Director, Iowa Association of Elementary School Principals, Des Moines, Iowa.
4. Executive Director, Iowa Association of School Administrators, Boone, Iowa.

Judging from these interviews, a definite need exists for self-instructional materials to assist in the training of public school district negotiators. The salient points of each interview are presented to confirm this conclusion.

Iowa School Board Association (ISBA). During the fall of 1974 the association conducted four conferences in five locations throughout the state directed toward an understanding of Iowa's new Public Employee Relations Act (PERA). These sessions were conducted in cooperation with the Iowa Association of Secondary School Principals, the Iowa Association of Elementary School Principals and the Iowa Association of School Administrators. It appears that the Iowa School Board Association (ISBA) has taken the leadership in conducting training sessions throughout the state. The initial response in the fall, to the four one-day sessions, brought 1275 persons into attendance.

These sessions were followed by four one and one-half day sessions early in 1975 devoted to the "nuts and bolts" of the negotiation process. Average attendance at each session was 100. Also, in the fall of 1975 three two-day meetings were conducted for final preparation for negotiations and limited to one or two members from each district.
ISBA has published extensively in the wake of PERA. An "Employee Relations Guide" has been made available. Distribution is limited to members of the association. A document, "Current Development Service," is available in loose-leaf form to accommodate up-dating. It highlights the rules and regulations of the Public Employee Relations Board (PERB).

The association also has a prepared document containing contract clauses and analysis. This document supplements the guide. The association has not prepared a master contract proposal for use by its members.

Iowa Association of Secondary School Principals (IASSP). This association, in anticipation of the eventual passage of Iowa's PERA conducted the first training session in the state in April of 1974. This statewide two-day conference was held in Des Moines for the purpose of discussing the principles of the collective bargaining process. The association was assisted by its National Representative of Professional Services. The association also co-sponsored the fall of 1974 and the spring of 1975 session with ISBA.

In the fall of 1975 IASSP conducted a workshop in small group sessions devoted to collective bargaining. The association conducted conferences in 1976 on administering the negotiated contract. The only official position of the association regarding negotiations is that the secondary principal must be a member of the negotiating team (management) but not the team's chief spokesman or chairman.
Iowa Association of School Administrators (IASA). The Iowa Association of School Administrators has acknowledged the leadership of the ISBA and has cooperated with that body in its early presentations. Not until the latter part of 1975 did the association become involved in in-service training. Future anticipated programming, jointly sponsored with the principal's associations, will focus on managing the negotiated contract and managing through the grievance procedure.

Educational Administration Training Programs. Training for bargaining in the typical University program for School Administrators appears to be negligible if it exists at all. The curriculum sequence for degree requirements does not list a specific bargaining topic as a requirement or even a suggested elective. One university in the state includes the subject of negotiation as part (a small one) of an advanced seminar in school administration; another university ignores the subject in its curriculum sequence.

Considering the interviews and after examination of university-based programs, it would appear necessary that Iowa school administrators and elected representatives of teacher organizations which have the potential for becoming certified bargaining units must become active students of the process, content and effects of negotiations.
The preceding remarks have concerned only Iowa. However, collective bargaining for public employees is not unique to Iowa; and the problem of this investigation should have applicability to public education negotiations nationwide. The Iowa law considered the uniqueness of situations existing in the state and also incorporated language and anticipated interpretation from the National Labor Relations Act (private sector) and statutes from other states directly applicable to the public sector. One statute from another state of particular interest is the New York State Public Employee Fair Employment Act (the Taylor law) because it uses the term "collective negotiations." This process has long been known in labor circles as collective bargaining.

Regardless of semantics a definition of the term is essential. For the private sector (business and industry) collective bargaining is defined by statute in Section 8(d) of the National Labor Relations Act:

The performance of the mutual obligation of the employer and the representative of the employees 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 an 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 agree to a proposal or require the making of a concession.

In comparison, Iowa Senate file 531, Section 9, defines the process as follows:
The public employer and the employee organization shall meet at reasonable times, including meetings reasonably in advance of the public employer's budget-making process, to negotiate in good faith with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, procedures for staff reduction, in-service training and other matters mutually agreed upon. Negotiations shall also include terms authorizing dues checkoff for members of the employee organization and grievance procedures for resolving any questions arising under the agreement, which shall be embodied in a written agreement and signed by the parties. If an agreement provides for dues checkoff, a member's dues may be checked off only upon the member's written request and the member may terminate the dues checkoff at any time by giving thirty days' written notice. Such obligation to negotiate in good faith does not compel either party to agree to a proposal or make a concession.

The process for public employees, including teachers and public school administrators, under Senate file 531 will be essentially the same as in the private sector under the National Labor Relations Act in that, by definition, it becomes one of mandatory "collective bargaining." For a comparison between the Iowa Statute and statutes of other selected states see Appendix A.

Statement of the Problem

The Iowa Public Employee Relations Act (PERA) became law on July 1, 1974. This law grants Iowa public employees the right of free association and permits collective bargaining in the public sector. On July 1, 1975, the duty to bargain became effective under the law, and public
school district administrators were required to begin negotiating in "good faith" with defined bargaining units regarding wages, hours, and conditions of employment enumerated in Section 9. In reviewing public school administrator degree programs it is clear that there is no formal training in collective bargaining as part of the curriculum sequences for degree requirements.

The rationale for this investigation is that at the present time there does not exist an effective (pre- or in-service) means of training Iowa public school district administrators in the necessary and required processes to enable them to enter into collective bargaining negotiations with requisite skills.

The problem is to develop and critique self-instructional learning modules for preparation for the collective bargaining process in Iowa public school districts.

Questions to Provide Direction to the Study

1. What concepts and skills are needed for the bargaining process in regards to the Administrator's role?

2. What kinds of self-instructional activities are necessary to provide the practitioner with the requisite skills and knowledge?

3. Is there an association between experience as an administrator and efficiency of learning negotiating process concepts and techniques?
4. Can a valid and reliable diagnostic test be developed to facilitate self-pacing through the material?

5. Are there existing materials that can provide a component(s) or subcomponent(s) of the learning system?

6. What criteria should be used to determine the effectiveness of the learning modules?

Purpose of the Study

It was the purpose of this investigation to design and critique self-instructional materials for collective negotiations in Iowa public school districts. The purpose is to provide an effective means to meet the training needs of the negotiators and other interested parties.

Nierenberg (109, p. 2) defines negotiation as an exchange of ideas with the intention of changing relationships, thus whenever people confer for agreement they are negotiating. In this sense collective bargaining is a technique and a subdivision of the more global concept of negotiation. He points out that since negotiation takes place between human beings a knowledge of human behavior is essential to the negotiator. Preparation, assumptions, strategy and tactics, and a recognition of the needs both parties have to satisfy are also considered by Nierenberg as basic ingredients of successful negotiation.
Davey (34) and Nierenberg (109) are mutually supportive in their respective treatments of negotiation. Davey states that negotiation is more an art than a science and that the requisite personality attributes of good negotiators cannot be learned and supports his position:

In this sense negotiators are born not made. This is not to say that the negotiation process is intuitive, mystical or impossible to learn. On the contrary, the job of a negotiator is a professional one that demands a high order of specialized knowledge and skill . . . . No prudent management can afford not to anticipate and prepare for negotiations (34, pp. 118-119).

With these prerequisites in mind the self-instructional materials will focus on behavioral objectives, basic assumptions and preparation for negotiation, strategy and tactics and a renewed sensitivity toward basic human needs to be satisfied throughout the negotiation process. Specific behavioral objectives for each concept taught in the process appear as the introduction to each training module in the learning program and duplicated in Chapter IV of this dissertation.
Objectives of the Study

1. To identify and explore critical issues in the negotiation process through review of current literature as it relates to the Iowa Public Employee Relations Act (PERA).
2. To develop and critique learning modules of self-instructional materials for understandability and utility in the negotiation process.
3. To compile the modules into a self-instructional manual for utilization by Iowa public school administrators.

Basic Assumptions

1. Self-instructional materials in collective negotiations for the Iowa public school practitioner do not exist.
2. Given the law (PERA) (and two years' experience with it) there exists sufficient knowledge and information to prepare self-instructional material for Iowa public school collective negotiations.
3. The use of a self-instructional learning program will speed the process of acquisition of knowledge and skill in collective bargaining for Iowa public school superintendents, principals, personnel directors, and business managers.
4. The materials developed for this document will be sufficiently cost effective to be utilized by Iowa public school administrators.
Delimitations or Scope of Investigation

The delimitations or scope of this investigation included the following:

1. This project was confined to persons who were considered to be active in the negotiation process.

2. This project is only concerned with those school districts that have identifiable bargaining units under the terms and conditions of the new law which mandated the duty to bargain effective July 1, 1975.

3. The learning modules will be limited in content to preparation for and techniques used in the negotiation process, assumptions, strategy and tactics, and treatment of the basic human needs recognized as suitable outcomes of negotiation particularly security and maintenance.

4. The validation of the modules will be confined to examination by a panel of experts.

Definition of Terms

Since, generally speaking, there are two modes of verbalizing ideas, technical and non-technical, most disciplines have generated a narrow interpretation of certain terms appropriate for use by practitioners of that discipline. Both education and labor relations have developed terminology conducive to the transmittal of ideas germane to their
respective disciplines. Because of the nature of this document the definition of terms is divided into a segment for educational terms and a segment of terms employed in the general area of labor relations.

The definitions are intended as a guide to an understanding of the terminology used in the field of education and labor relations and the meanings used are restricted to their usage in education and labor relations.

**Education**

**Audio-tutorial**—Supervised learning center study activities that utilize audio tapes for self-instruction in addition to other forms of sensory perception.

**Behavioral objective**—A statement of anticipated behavior (instructional outcomes) that can be measured and compared to the criteria or standards that are stated.

**Learning module**—For the purposes of this dissertation, a learning module is defined as a teaching unit which has been designed to lend expediency to the individualization of the teaching process where the teaching process is in the form of self-instruction.

**Pretest**—A test given in order to determine the status of the testee or group in regard to some skill, aptitude, or achievement, as a basis for judging the effectiveness of subsequent treatment.
Posttest--An achievement test given to a testee or group to determine the degree of retention and understanding of the materials presented.

Role--Behavior patterns of functions expected of or carried out by an individual in a given societal context.

Labor Relations

Agency shop--A provision in a collective bargaining agreement which requires all employees who do not join the union to pay a fixed sum monthly, usually the equivalent of union dues, as a condition of employment, to help defray the union's expenses in acting as bargaining agent for the group. Under some arrangements, the payments are allocated to the union's welfare fund.

Appeal procedure--A procedure, usually including mediation, which permits either the employee organization or the employer to seek assistance in resolving impasses through formal advisory and fact-finding channels.

Arbitration--A method of settling disputes through recourse to an impartial third party whose decision is usually final and binding. Arbitration is often used in the interpretation of existing contract language, but it is seldom used in settling disputes arising from negotiations of provisions of a new contract. Arbitration is voluntary when both parties, of their own volition, agree to submit a dis-
puted issue to arbitration, and compulsory if required by law to prevent a work stoppage.

**Bargaining agent**--The employee organization designated by an appropriate government agency, or recognized voluntarily by the employer as the exclusive representative of all employees in the bargaining unit for purposes of collective bargaining.

**Bargaining representative**--See bargaining agent.

**Bargaining unit**--A group of employees recognized by the employer or designated by an agency as appropriate for representation by an employee organization for purposes of collective bargaining.

**Certification**--Formal designation by a government agency, of the employee organization selected by the majority of employees to act as exclusive bargaining agent for all employees in the unit.

**Closed shop**--A provision in a collective bargaining agreement under which the employer may hire only union members and retain only union members in good standing. The closed shop is illegal under federal law for industries and businesses engaged in interstate commerce. (See union shop.)

**Collective bargaining agreement**--Written contract between an employer (or employers) and an employee organization, usually for a definite term, defining the conditions of employment (wages, hours, vacations, holidays, overtime pay-
ments, etc.), the rights of the employees and the employee organization, and the procedures to be followed in settling disputes or handling issues that arise during the life of the contract.

**Company union**--Historically, a term used to describe a labor organization which is organized, financed, or dominated by the employer, usually with the purpose of preventing the formation of a legitimate organization controlled by and representing the employees.

**Conciliation**--See mediation.

**Contract stacking**--An agreement by some or all employees not to sign and return their contracts to the employer at the year's end unless the employer meets certain conditions.

**Dispute situation**--Situations which arise when the employee organization fails to reach agreement with the employer.

**Exclusive representative**--The employee organization which is recognized by the employer as the only organization to represent all the professional employees in negotiations.

**Fact finding**--Investigation of a dispute or impasse existing between an employee organization and employer by an individual, panel or board which issues reports of the facts and the issues involved and may make recommendations for settlement.

**Good faith negotiation**--A procedure in which the parties deal with each other openly and fairly and endeavor sincerely
in the negotiation process to overcome obstacles to agreement.

Grievance--An employee problem whose ultimate solution is within the province of the employer or other regulatory agencies.

Group contract--See professional negotiation agreement.

Impasse--Persistent disagreement between the employee organization and the employer requiring the use of mediation or appeal procedures for resolution.

Maintenance of membership--Arrangement provided for in a collective bargaining agreement whereby those who are members of the employee organization at the time the agreement is negotiated, or who voluntarily join it subsequently, must maintain their membership for the duration of the agreement as a condition of employment.

Mediation--Action by a third party to help in the settlement of disputes between employers and employees through fact finding, interpretation, suggestion, and advice. Recommendations of mediators are almost always advisory and not binding. In practice, mediation is synonymous with conciliation.

Official representative--See exclusive representative.

Negotiation--See good faith negotiation.

Payroll deduction--Practice whereby the employer, by agreement with the professional or employee organization and upon a written statement from individual employees, regularly
withholds organization dues from employees' wages and transmits these funds to the professional or employee organization.

Picketing--Patrolling near the employer's premises to publicize the existence of a dispute, to discourage others from entering, to persuade the employer to recognize the employee organization, or to persuade employees to join the organization.

Preferential hiring--A provision in a collective bargaining agreement whereby the employer agrees to give preference in hiring to members of an employee organization, or, less frequently, to applicants with previous training and experience in the industry, regardless of organization membership.

Professional negotiation--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.

Professional negotiation agreement--A written agreement between a school board and a teacher organization recognizing the organization for negotiation purposes, setting out the term of the agreement, the procedures to be followed during negotiations and in the event of impasse, and setting forth the results of negotiation on matters of common concern, including salary and other conditions of professional service.
Professional sanctions--As used by professional education associations, sanctions mean censure, suspension, or expulsion of a member; severance of relationship with an affiliated association or other agency; imposing of a deterrent against a board of education or other agency controlling the welfare of the schools; bringing into play forces that will enable the community to help the board or agency to realize its responsibility; or the application of one or more steps in the withholding of services.

Recognition--Formal acknowledgment by the employer that a particular employee organization has the right to represent all of the employees of a portion thereof.

Right-to-work laws--State laws which make unlawful agreements that require membership or non-membership in an employee organization as a condition of obtaining or retaining employment.

State labor relations acts--Comprehensive state laws (usually patterned after the federal National Labor Relations Act) which establish the rights of employees within that state to organize and bargain collectively, and forbid employers from engaging in certain unfair practices.

Strike--Collective stoppage of work.

Union security--Protection of union status by provisions in a collective bargaining agreement establishing closed shop, union shop, agency shop, or preferential hiring and maintenance-of-membership.
Union shop—Provision in a collective bargaining agreement that requires all employees to become members of the union within a specified time after hiring or after the provision is negotiated, and to remain members of the union as a condition of employment. The union shop is permitted by federal law and is prohibited in states with "right-to-work laws."
CHAPTER II. REVIEW OF LITERATURE

Introduction

Since the purpose of this investigation was to design and critique self-instructional materials for collective negotiations in Iowa public school districts, the review of literature is an abstraction of an extensive search and analysis of available materials in individualization and preparation of self-instructional materials, as well as the collective bargaining process. This chapter is dichotomized accordingly.

Self-Instructional Material

The focus of educational change during the last decade has centered on the accommodation of individual differences in relation to the content of educational material and its application to the consumer. Ringis (125, p. 229) expresses this as a need to develop individual curriculum that will represent the substance best suited to a student's talents, desires, abilities and life style. Certain developments within the field of education itself have made the focus on individualization almost mandatory and were summarized by Manatt and Meeks (94, p. vii):
1. An awareness of and skill in specifying educational objectives.


3. Refinement of testing techniques that permit assessment in terms of specific goals.

4. Acceptance of differentiated responsibilities that permit instructional roles other than that of teacher.

5. Development of improved management skills that allow for proper record keeping and classroom management.

6. Awareness of the use of feedback data about the student as a contingency for motivation.

These authors concluded that self-instructional materials are the key to individualization. Learning Activities Packages (LAPS) are a major outcome of the quest for individualization. Ringis (125, p. 227) also supported the package movement as an important part of the educational scene.

The philosophy supporting individualized learning, whether it be in the form of packages or variants of the package, exhibits a high degree of congruity with Bruner's (21, p. 5) treatment of the nature of intellect growth:

1. Growth is characterized by increasing independence of response from the immediate nature of the stimulus.

2. Growth depends upon internalizing events into a "storage system."

3. Intellectual growth involves an increasing capacity to say to oneself and others, by means of words and symbols, what one has done or what one will do.
4. Intellectual development depends upon a systematic and contingent interaction between a tutor and a learner.

5. Teaching is vastly facilitated by the medium of language which ends by being not only the medium for exchange but the instrument the learner can then use himself in bringing order into the environment.

6. Intellectual development is marked by increasing capacity to deal with several alternatives simultaneously, to tend to several sequences during the same period of time, and to allocate time and attention in a manner appropriate to these multiple demands.

Learning packages have succeeded because developers have believed in the inherent quality of ideas characteristic of individualization and self-pacing. The results have had a lasting effect on individual achievement. Coombs (30, p. 172) generalized the following based on his interpretation of research:

1. Students developed a sense of responsibility for their own learning.

2. Active involvement increased commitment to learning.

3. Self-discipline is a natural outcome of this involvement.

Two unpublished Ph.D. dissertations from Iowa State University by E. Bruce Meeks and Arden Eugene Johnston dealt with learning packages versus conventional methods of instruction and audio-tutorial versus traditional instruction, respectively. The study by Meeks concluded that traditional teaching methods, under certain circumstances, have been demonstrated
to be less effective than the use of self-instructional materials. Johnston's study showed that when audio-tutorial method was used as a form of self-instruction, a majority of the respondents preferred the audio-tutorial approach to traditional teaching.

Audio-tutorial instruction and Personalized System of Instruction (PSI) are the two systems which have accomplished the most in packaging college instruction. Postlethwait, a biology professor at Purdue University, pioneered the use of audio-tutorial instruction to help freshmen with deficient backgrounds in botany (199). Today these audio-tutorial materials are used in every section of botany and are available commercially. Keller (83) pioneered the use of PSI originally in a short-term laboratory course in psychology at Columbia University and later, with modifications, at Arizona State University. Keller (83, p. 80) reports that the results were gratifying.

The evidence from both the theoreticians and the commercial world support the feasibility of developing self-instructional materials, in the form of learning modules, for use by practitioners in public school bargaining. Evidence also suggests a need for redirection of prior learning and modification of existing attitudes toward public employee bargaining. The need for balance in public employer-employee relations will be explored in the next part of this chapter.
Collective Bargaining

The focus of current U.S. labor policy is to maintain balance, consistency, and predictability in the relationships between labor and management. These characteristics advance the cause of industrial peace through the processes involved in positive collective bargaining. The state of Iowa has recognized the need to maintain balance in public employer-public employee relationships consistent with the need for industrial peace in the private sector. The Public Employment Relations Act (PERA) statutorily recognizes the right of free association and provides access to collective bargaining process in the public sector. Iowa's PERA meets the criteria of a comprehensive public employment labor law. It also closely follows the design and intent of the National Labor Relations Act (NLRA) differing only in matters essential to a distinction between public and private employment, the major distinction revolving around the right to strike.

Industrial Relations Systems

Dunlop (44) explored the relationship between labor and management and developed a scheme, or model, to more fully understand the nature of this relationship. He coined the "industrial relations system" (IRS).
The United States IRS can be examined in the light of its set of actors, differing environmental contexts, dissimilar rules and a common ideology (44, p. 8). Bakke et al. (12, p. 15) proposes that the most prominent and problem-producing element in the IRS is unionism. Unionism and its ideology evolved, to a degree, with the industrial revolution and a relaxing of the restriction on free association. Unionism brought a set of rules into the IRS known as the labor-management contract, or collective bargaining agreement. The subject matter of collective bargaining is divided into two major categories: a) the price of labor, and b) a system of industrial jurisprudence (34, p. 6).

1891 - 1971

The philosophical base for the collective bargaining process as we understand it today was developed, to a degree, by the ideas advanced by religious leaders during the latter part of the 19th century and the earlier years of the 20th century. The result of the influence of these ideas was to reduce religious support for the status-quo of labor-management relations and to increase support for the efforts of the workingman to improve wages, hours and working conditions through organized effort (12, p. 18).
Leo XIII's historical encyclical letter of 1891, Rerum Novarum (85) and the Federal Council of Churches policy statements of 1908 and 1912 (12, p. 34) gave support to the American Federation of Labor's 1919 policy statement by Samuel Gompers:

"The ground-work principle of America's labor movement has been to recognize the first things must come first. The primary essential in our mission has been protection of the wage-worker, now; to increase his wages; to cut hours off the long workday, which was killing him; to improve the safety and the sanitary conditions of the workshop; to free him from the tyrannies, petty or otherwise, which served to make his existence a slavery. These, in the nature of things, I repeat, were and are the primary objects of trade unionism (12, p. 40)."

These "position papers" referred to above were followed in 1931 by Pius XI's encyclical letter Quadragesimo Anno (117) in which he identified Rerum Novarum as the Magna Charta of social order.

The impetus up to this time had been to develop more peaceful industrial relations by promoting collective bargaining. The value system underlying the principles of industrial relations has as its source the dignity of the individual. Bakke et al. (12, p. 15) concluded that conceivably unionism is not the only adjustment men could have made to the problems involved in the relations between managers and workers but "its existence for a century and a half and its growing strength testify to its survival value."
At twelve-year intervals from 1935 through 1959 the Federal Government enacted a series of laws regulating labor relations in the United States. The Wagner Act was enacted in 1935, twelve years later the Labor Management Relations Act of 1947, known as the Taft-Hartley Act was passed; and in 1959 the Labor Management Reporting and Disclosure Act or the Landrum-Griffin amended the Taft-Hartley. Traditionally, the extant federal law is referred to as the National Labor Relations Act (NLRA). This reference encompasses the Wagner Act, the Taft-Hartley Act and the Landrum-Griffin Act.

The 1935 Act, while protecting the rights of employees at the workplace, stipulated that certain actions by employers which served to undermine employee organizing attempts were to be regarded as "unfair labor practices" within the meaning of the law. This original Act also created the National Labor Relations Board (NLRB) to administer and enforce the Act.

Throughout the twelve-year period between 1935 and 1947 many members of Congress were convinced that the balance of labor-management relations was weighted in favor of the unions (8, p. 2). With the enactment of the 1947 statute Congress intended to protect the public, employers, and employees against unfair labor practices by the unions. The 1947 statute repealed virtually all of the major provisions of the original Act but retained the categories of management unfair labor practices (8, p. 2).
In 1959, in response to the findings of the McClellan Committee which investigated union coercion of employees and small employers, Congress passed the Landrum-Griffin Act which codified certain rights of union members with their union (8, p. 3). This was the last major piece of legislation which constitutes the NLRA. Over the period of the last forty years, the decisions of the NLRB and awards of the courts have developed a system of industrial jurisprudence which Davey (34) identified as one of the major categories of collective bargaining.

One of the most comprehensive laws affecting labor-management relations went into effect April 28, 1971, twelve years after the last amendment to the NLRA. The Williams-Steiger Occupational Safety and Health Act (OSHA) extends its coverage to over 57 million employees (8, p. 9). OSHA asserts jurisdiction over working conditions to assure safe and healthful environments.

Together, the major proclamations of moral principles and the legislative intent of federal policy, have provided 80 years of guidance for the designers and practitioners of today's labor-management relations.
Prior to 1974 the right to organize for collective bargaining through exclusive representation in Iowa's public sector was not protected by law. Public employers did meet and confer with groups of workers regarding compensation and working conditions and the right of public employees to organize and join labor organizations was recognized (118, p. 1). However, there was no obligation on the part of the public or the public employer to recognize an employee organization as an exclusive bargaining representative for an entire unit. Exclusive recognition constitutes collective bargaining "in the full industrial sense" and it was not legal in Iowa until 1974 (118, p. 2).

Iowa - 1974

The Public Employment Relations Act of 1974 (PERA) introduced collective bargaining to Iowa's "public" sector. PERA defines employer and employee rights; employer and employee prohibited practices; strike prohibition; provision for violations; and finally the creation of the Public Employment Relations Board (PERB) to administer and enforce the Act.

Section 7 of PERA contains a detailed list of public employer rights which is very similar to a typical broad management rights section of a private collective bargaining agreement (118, p. 9). Such a statement in the Iowa statute could have considerable importance (118, p. 10) since it
recognizes that public employers have different duties and responsibilities than private employers.

Section 8 of PERA stipulates employee rights under the Act and makes a major distinction between PERA and the NLRA. Since Iowa is a right-to-work state the right to refrain from collective bargaining activities remains unqualified because negotiated union shop agreements are illegal as is an agency shop agreement requiring the payment of a service fee to a union (118, p. 8). It can be assumed that because of common language between PERA and the NLRA, with some exceptions, the Iowa PERB will rely heavily on the precedents formed by the NLRB. Lacking precedent the PERB will be on its own in developing the law (118, p. 46). The enumeration of the rights of employers and the rights of employees in these sections of PERA gave rise to the definitions of prohibited practices contained in the Act for both parties.

PERA addresses the scope of negotiation in Section 9 and creates a class of mandatory subjects. In his analysis of PERA, Pope (118, p. 33) argues that only those subjects listed in Section 9 plus "other matters mutually agreed upon" constitute the mandatory subjects for Iowa's public sector collective bargaining. Using this interpretation, opening discussion on a non-mandatory subject turns it into a mandatory subject. An opposing interpretation would allow expansion of
the list to include the kinds of things that an employee organization wants to bargain about (118, p. 34). Readings from PERB support the former position.

**Negotiation**

Collective bargaining statutes are designed to transcend and regulate the daily transactions of employee-employer relationship attitudes. Some of these attitudes are entrenched and have social and cultural overtones which add to the confusion of the negotiation environment. Many authors agree that there has always been a clear understanding of societal demands regarding the workplace which include peaceful resolution of conflict and free collective bargaining (120, p. 15). Positive attitudes regarding the collective bargaining process hold conflict to a minimum while negative attitudes and entrenched autonomy serve to increase it. A positive approach to the bargaining function is based on good faith and a willingness to reach an agreement (34, p. 128).

Nierenberg (109) views negotiation as an exchange of ideas with the intention of changing relationships and regards this as a global concept of which collective bargaining is a subdivision. Within collective bargaining itself negotiation may be viewed as a process for advancing proposals, critiquing them, creating semantic definition, securing acceptance and making counterproposals (120, p. 182).
The goal of negotiation is a collective bargaining agreement which will serve as "statutory law" governing the relationship between the parties to the contract (34, p. 128).

Successful negotiations have many variables but consistently include realistic proposals based on thorough preparation, a strong position and personal skill and experience (34, p. 128). Effective negotiators can be identified as mature realists who appreciate when it is desirable to compromise and when it would become fatal to concede (34, p. 22).

Randle and Wortman (120, p. 181) list the essential qualities of the chief negotiator: 1) command of language; 2) knowledge of operations; 3) power of decision; 4) dependability; 5) prestige; 6) integrity; and 7) personality.

"Negotiating is a demanding, wearing kind of business. It requires a rather unusual personal chemistry, and abundance of physical and mental vigor and specialized know-how. The model negotiator lives only on the printed page. Few, if any, mortals satisfy all criteria in the required amounts (34, p. 134)."
Summary

The historical past may lend credence to the predictability of the future. The first part of the chapter led to the conclusion that learning activity packages, as a mode of individualized instruction, are here to stay. A practical solution to the accommodation of individual differences in the learning process has surfaced, apparently as a result of social pressure for change.

The collective bargaining section of the chapter reviewed some of the antecedent variables found in the interpretation of the tenets of the moral law viewed as the forerunners of United States labor policy. This review established a frame of reference for the collective bargaining practitioner; an assigned role as an actor within the contexts and ideologies of an industrial relations system. The advent of collective bargaining to the Iowa public sector was a natural outgrowth of federal policy and constituent pressure.

The appropriateness of presenting the subject matter of collective bargaining through the media of learning module content to facilitate learning and application was advanced. The needs of the practitioner have been anticipated in identifying and examining the most important immediate concerns for understanding the collective bargaining process.
The major concepts involved in the management rights issue, pre-negotiation preparation, bargaining team composition, semantics, and union security have been "packaged" to allow maximum understanding in a minimum amount of time. In addition to acquiring knowledge of the collective bargaining process and attendant skills the negotiator will learn appropriate conduct for maximizing results of individual and collective behavior at the bargaining table.
CHAPTER III. METHODOLOGY

This chapter outlines the methods used in the preparation of material for modular content, the development of the behavioral objectives, pre- and posttest construction, and the selection of the jury panel.

The rationale for the development of self-instructional materials to be used in preparation for collective bargaining was explored in Chapter II. Learning Activity Packages (LAPS or as used in this investigation, the term "learning module") will allow the practitioner to isolate himself from the time constraints of his environment and concentrate, in his own manner and at his own rate, on the subject at hand. The sources of data that relate to specific self-instructional programming format were also explored in Chapter II, Review of Literature.

The learning modules created for this investigation follow the formats offered by Manatt and Meeks (94) and Simonson and Volker (134):

1. Behavioral objectives.
2. Pretest.
3. Subject matter commentary (instructional materials).
4. Posttest.
Development of Material

The data comprising the subject matter of collective bargaining were extracted from the personal library, experiences, and arbitration files of the investigator. In addition, an ERIC search of collective bargaining literature since 1970 was conducted using the services of the Iowa State University Library. This search resulted in two hundred items, both journal and text, to be used for discriminatory selection. The data were selected on the basis of their pertinency to collective bargaining in the public sector in general and to school negotiations in particular. The guidelines for data collection were selected on the basis of the statutory requirements of the Public Employment Relations Act (PERA) and its anticipated interpretation.

It is a time-honored principle among collective bargaining practitioners that the quality of preparation for negotiations, negotiation itself, and the resultant agreement (contract) have a singular impact on the quality of the employer-employee relationship for the duration of that relationship, not just the duration of the extant agreement. For this reason the choice of subject matter content for the learning modules was limited to the negotiation phase of the collective bargaining process to create the necessary emphasis on quality preparation to insure quality outcome.
The major collective bargaining concept explored in the first module is the management rights issue. The subsequent modules deal with the composition of the negotiation teams and criteria for selection of the spokesmen; the employment of semantics in contract negotiation and administration and the behavioral consequences of interpretation; and an exploration of negotiated balance in labor-management relationships indicated by anticipated contractual clauses dealing with union security, grievance procedures, and fringe benefits.

The choice of persons with attendant authority to negotiate for either party is crucial for the effective results of collective bargaining. It should be clearly understood that the major objective of management is to preserve and strengthen the executive and administrative functions of the organization. This management objective is counterbalanced by the union's objective to preserve, strengthen and maintain its position as the exclusive bargaining agent of the employees. Both parties seek visibility for these objectives in the written agreement. This power relationship is the essence of collective bargaining and membership on the negotiating team for either party should be judiciously determined. Self-instructional materials were developed to assist the selection of the bargaining teams.

The objective of both parties is by no means limited to self-preservation but does appear to encompass all the rest of the objectives. The "quid pro quo" stance in bargaining
results in contractual language, the interpretation of which serves the ends for which the parties have negotiated. Persons responsible for contract administration have not been parties to the negotiation process or signatories of the agreement with few minor exceptions. It is mandatory that negotiated intention be expressed intelligently, clearly, and stated unambiguously. The power of the written word cannot be overstated in collective bargaining. A module on semantics highlights the necessity of understanding what role language plays in negotiation and contract administration.

Both parties to the eventual compromise of settlement have a stake in the clauses which serve their respective ends; the contract being the vehicular means for preserving those ends. Management will protect its right to manage while the union protects its right to security through exclusive recognition. Generally speaking, school management is committed to quality education at a reasonable cost while the union encourages increased spending to meet the cost of proposals. During negotiations both parties must be well versed in the proscriptions of PERA. It was the intent of this investigation to prepare the practitioners to play their respective roles in the collective bargaining process as efficiently and effectively as possible. One way to accomplish this is by providing the practitioner with a series of learning experiences tuned to expedient skill and terminal behavior expectations.
The selection of material for modular content was based on this rationale.

Behavioral Objectives

The development of the behavioral objectives for each of the training modules was based on the work of Mager. An objective is an intent communicated by a statement describing a proposed change in a learner—a statement of what the learner is to be like when he has successfully completed a learning experience (93, p. 3). The characteristics of the objectives follow Mager's pattern (93, p. 12).

1. Identification of terminal behavior by name—behavior which will be accepted by evidence that the learner has achieved the objective.

2. Definition of the desired behavior by description of the conditions under which the behavior will be expected to occur.


These objectives describe the intended outcome stated in performance terms by indicating what the practitioner will be expected to accomplish as a result of the learning experience. The statement of objectives for each training module consists of several specific statements which are intended to communicate the instructional intent of the developer (93, p. 24) as to what is to be achieved by the learner.
The choice of terminology used in the preparation of the behavioral objectives was taken from Bloom's taxonomy of the cognitive domain having to do with thinking, knowing and problem-solving. The behaviors selected from the areas of knowledge include comprehension, application, analysis, synthesis, and evaluation. These are the intended behaviors the learner is to display as a practitioner in the field of collective bargaining (17).

The criteria used in selecting the objectives were adapted from those developed by Tyler in Payne (114, 64).

1. Cultural needs. The development of positive attitudes regarding the collective bargaining process influences the general balance of society as a whole. The practitioner will continue to learn under the reinforcing conditions of practical experience.

2. Student knowledge. The objectives are to be consonant with the learner's ability and knowledge, and it must be assumed that the learner is ready to acquire it.

3. State of knowledge. There is considerable amount of material available on the subject of collective bargaining. An appreciation for the process can be transmitted as well as its substance.

4. Personal value. A guiding philosophy is needed to develop the individual in the performance of his occupational role. The objectives recognize that continuous inquiry is needed to develop sound attitudes toward collective bargaining.

5. Relationship to learning theory. The practitioner is considered to be an inquirer, a person seeking to learn, who will use the modular content as encouragement to pursue further independent study of the collective bargaining process.
Pre- and Posttests

Test items included in self-instructional materials allow the participant to indicate the level of achievement of objectives intended as desired behavior. This is accomplished primarily through the technique of immediate feedback generated by the self-administration of the posttest. This is to say that the person studying the self-instructional module has the advantage of instant reference to the location of the correct responses. The objectives for those modules were written in such a manner as to include test situations which were intended to be used, excluding irrelevant situations. According to Mager (93, p. 42) this criterion determines whether or not the objectives were stated clearly enough to communicate intent.

The pre- and posttest items prepared for these training modules are true-false items. The advantages of true-false test statements tend to override the disadvantages. Since the material in the learning modules is factual, true-false items give a simple and direct test of a person's knowledge of the subject matter. True-false items also allow testing a considerable amount of material in a short period of time. They are also easy to develop. The pre- and posttests were designed for the four training modules from a pool of fifty questions per module and were assigned to the pre- or posttests by a table of random numbers resulting in tests of twenty-five
items. Item analysis and reliability estimates for these tests were provided via the IBM KR-20 system at the Iowa State University Testing Service.

Test Administration

It was determined that the pre- and posttest items be administered to students enrolled in Management 175--Collective Bargaining, a three-semester-hour course instructed by the investigator at Drake University. Because a part of this investigation coincided with the 1976-1977 academic year, final selection of subjects for test administration were chosen from the fall 1976 collective bargaining class and the spring 1977 collective bargaining class.

Inasmuch as this investigation was ongoing in the spring of 1977, students currently enrolled in the collective bargaining class were administered the pretest as each module was developed. Subjects for the posttests were selected from among those students who had already completed a collective bargaining class during the fall of 1976 and who were available to the investigator.

It is noted at this point that neither group of test subjects had access to the learning modules. Each group was used to determine test question reliability not the validity of module content. This point cannot be overemphasized because of the statistical result which is covered in detail in Chapter V - Findings.
Selection of the Jury Panel

In order to effectively critique the learning module subject matter for validity and utility a jury panel was used. The selection of the panel and its degree of involvement were predicted on the criteria established by Thiagarajan (143, p. 18);

1. Locate experts who are familiar with the subject matter area, target population, instructional strategies, media and language.

2. Provide each expert with a copy of the instructional materials, a set of objectives and a description of the target population.

3. Focus each expert's attention to his specialized area by using appropriate checklists.

4. Postpone language editing until all other appraisals are completed and revisions made.

Because of the nature of the collective bargaining process, and keeping in mind the differences between public and private sector concerns, persons with the following backgrounds and experiences were sought: lawyer, negotiator, mediator, arbitrator, teacher/administration, designer/developer of self-instructional materials, experience in interpreting state statutes and individual contract provisions, and experience in semantic expression. Each individual selected agreed to serve on the panel before the material was made available for critique.
Those serving in the capacity of jury panel members were:

Mr. Jerry Addy  
Former Commissioner of Labor  
Iowa State Bureau of Labor  
Des Moines, Iowa  50319

Mr. Phillip C. Johnson  
Labor Relations Director  
Industries Council  
Des Moines, Iowa  50309

Dr. E. Bruce Meeks  
Superintendent of Schools  
Hot Springs City Schools  
Hot Springs National Park, Arkansas  71901

Dr. Marjorie Prentice  
Associate Professor of Education  
College of Education  
Drake University  
Des Moines, Iowa  50311

Dr. Clifford E. Smith  
Professor of Industrial Engineering  
College of Engineering  
Iowa State University  
Ames, Iowa  50011

Mr. Kirk Trimble  
Federal Mediator  
Federal Mediation and Conciliation Service  
Des Moines, Iowa  50309

The criteria of understandability, generalizability, and applicability, as well as face validity of content, were provided for the panel on an attached check sheet:

1. Appropriateness--are the depth of content, time duration of contract, objectives and test items appropriate for practitioner study?

2. Understandability--will the material be understandable to educators working in the field?
3. Generalizability--is the material of general enough nature to assist practitioners in a variety of situations?

4. Applicability--is the material applicable to individual problems unique to specific educational environments?

Results of the jury panel responses are presented in Chapter V - Findings. A sample jury panel check sheet can be found in Appendix B of this study.

Chapter IV includes each learning module title and outline as well as statements of behavioral objectives for each module.
CHAPTER IV. BEHAVIORAL OBJECTIVES AND OUTLINE OF MODULAR CONTENT OF SELF-INSTRUCTIONAL MATERIALS

This chapter includes a program of study consisting of an outline of each of the four learning modules and the behavioral objective statements developed for each. The four modules comprising the program of study are as follows:

1. The management rights issue.
4. Maintenance factors for union security.

The prepublication manuscript of the learning program is on file in the office of the investigator at 1155 28th Street, Des Moines, Iowa, and in the office of Professor Richard P. Manatt, 230 Curtiss Hall, Iowa State University, Ames, Iowa.

Module I. The Management Rights Issue

Overview

a) What is negotiable.
b) Establishing a labor relations policy.
c) Preparation of the "bargaining book."
d) Bargaining strategy.
e) The "management rights" clause.
Behavioral Objectives

After studying Module I of the program of study, the learner will be able to interpret the concept of the "right to manage" within the framework of the industrial relations system. Consistent with the context of the module the learner's interpretation will include essential aspects of the newly acquired components of relationships and their relevancy in producing cooperation.

a) With reference to Section 9 of PERA the learner must be able to i) identify the items listed as being within the scope of negotiation and ii) interpret and explain the phrase "other matters mutually agreed upon" and its implication for negotiation consistent with the explanation found in the commentary.

b) Upon completion of this section of Module I the learner will be able to i) analyze the relationship of personal attitude to a district's labor relations policy and ii) to construct a policy reflecting a supportive attitude consistent with Section I of PERA.

c) After study of the recommended steps for the preparation of a "bargaining book" the learner will prepare such a book consistent with the specified steps recommended in this section of the module.

d) After analysis of Simon's definition of strategy the learner will develop a strategic design to facilitate positive negotiation results consistent with Simon's definition.

e) Given examples of contractual management rights clauses and Section 7 of PERA, the learner will identify similarities and differences as a basis of judgment in determining inclusion of such a clause in a local agreement consistent with the comparisons in the commentary.
Module II: Bargaining Team Composition: Who Should Negotiate

Overview

a) The role of superintendent and the board of education in collective bargaining.

b) The role of the principal and central administration in collective bargaining.

c) Selecting the bargaining team.

d) The union bargaining team--some considerations for analysis.

Behavioral Objectives

Upon completion of Module II of the program of study, the learner will be able to identify the personnel most likely to constitute the membership of the bargaining teams. The learner will also be able to:

a) i) define the role of the superintendent and the board of education and ii) determine the relevancy of the role to the collective bargaining process consistent with module content.

b) i) define the role of the principal and central administrators and ii) determine the relevancy of the role to the collective bargaining process consistent with modular content.

c) i) identify a minimum of three models appropriate for team composition and ii) determine team composition for a specified situation consistent with model development alternatives.

d) Given the modular content, the learner will be able to analyze the potential composition of the union bargaining team using steps/procedures recommended in content.
Module III: Contract Language;
Some Implications for Interpretation and Administration

Overview

a) Semantics--the name of the game.
b) Negotiate language, not principle.
c) An observation--labor agreement is a business contract, not an educational document.

Behavioral Objectives

Upon completion of this module the learner will be able to analyze relationships of language to administrative behavior in the collective bargaining process.

a) A study of this section will enable the learner to apply and use the principles involved in the semantic expression of intention as it applies to collective bargaining contract writing.

b) Given sample contract language the learner will be able to discriminate behavioral consequences resulting from language interpretation.

c) Upon completion of this section of the module the learner will be able to i) differentiate basic concepts which are embodied in business contracts from those related to educational philosophy and ii) explain principles employed in contract writing which form the basis for statutory law between the parties.
Module IV: Maintenance Factors for Union Security

Overview

a) Union security.

b) Grievance procedure.

c) Fringe benefits.

d) The "economic package."

Behavioral Objectives

After studying Module IV the learner will be able to identify and describe maintenance factors which constitute some of the major substantive issues in negotiations.

a) After completing this subsection the learner will be able to explain the value of the union security clause in contract language and define the essential aspects of exclusive representation, consistent with the information in the commentary.

b) Upon completion of this portion of the module the learner will be able to recognize the limiting factor proscriptions utilized in negotiating and developing a formal grievance procedure as a contractual tool for disposition of grievances during contract administration for the duration of the agreement period.

c) The study of this subsection will enable the learner to i) distinguish and classify economic union proposals, ii) estimate the consequences of settlement of "the economic package" consistent with internal and external environmental aspects, and iii) prepare a listing of probable fringe benefit proposals.
CHAPTER V. FINDINGS

The purpose of this investigation was to design and critique self-instructional materials for collective negotiations in Iowa public school districts. The objectives of this investigation were:

1. To identify and explore critical issues in the negotiation process through review of current literature as it relates to the Iowa Public Employment Relations Act (PERA).

2. To develop and critique learning modules of self-instructional materials for understandability and utility in the negotiation process.

3. To compile the modules into a self-instructional manual for utilization by Iowa public school administrators.

The review of collective bargaining literature led to the identification of certain critical issues in the collective bargaining process the understanding of which are necessary for the smooth transition from unilateral decision making to bilateral decision making regarding employer-employee relations. The advent of collective bargaining produces a statutory obligation to bargain, or "the duty to bargain" as referenced in the literature. An immediate question concerns the issue of what is bargainable, and what subjects are characterized as being considered mandatory and which subjects merely permissive. This question gives rise to the management rights issue; what rights does management retain while meeting its obligation to negotiate. Since the central concepts regarding
mandatory and permissive bargaining subjects differ between the private sector (business and industry traditionally) and the Iowa public sector any discussion of management rights must address the distinctions.

Because of the nature of the collective bargaining process, preparation for and the conduct of negotiations has a salutary effect on the resultant agreement. The development of a bargaining strategy is crucial for both management and unions. The design and development of the first module of the learning program discusses the management rights issue with the following subsections:

a) What is negotiable.
b) Establishing a labor relations policy.
c) Preparation of the "bargaining book."
d) Bargaining strategy.
e) The management rights clause.

Another critical issue identified in the collective bargaining process is the composition of the respective bargaining teams for conducting negotiations. Negotiations are carried on, according to the literature, between two major forces, management and labor; but these forces are represented by individuals whose capacity for debate and argumentation are fully tested by the intrinsic nature of the process. The literature bears out the need for employee associations and employers to screen carefully and select negotiators as well
as identifying those individuals responsible for the development of labor relations policy and the collection of relevant data. The second module of the learning program was designed to assist practitioners in the selection and placement of key personnel for collective negotiations. The "Bargaining Team Composition" module has the following subsections:

a) The role of the superintendent and the board of education in collective bargaining.

b) The role of the principal and central administration in collective bargaining.

c) Selecting the bargaining team.

d) The union bargaining team--some considerations for analysis.

Preparation for and the conduct of negotiations result in a collective bargaining agreement known as the labor contract. Critical to the success of contract administration during the term of the agreement is the language used by the negotiators to express their intentions of compromise and agreement. The semantic result of contract writing produces both positive and negative outcomes depending on style, conciseness and clarity or ambiguity and nebulousness. Even a cursory review of collective bargaining literature reveals the far-reaching effects of contract language attested to by the volumes of arbitration and litigation proceedings attempting to interpret the intentions of the parties. The third module of the learning program was developed to assist the learner in the achievement of a more realistic prediction of human behavior which is the
semantic result of contract writing. The contract language module includes an overview which discusses the effect of expressing intention in contract writing and contains the following subsections:

a) Semantics--the name of the game.

b) Negotiate language, not principle.

c) An observation--labor agreement is a business contract, not an educational document.

Another issue identified in the collective bargaining process which is critical to harmonious employer-employee relations is recognition of the union as the bargaining representative of employee groups. Recognition generally requires certification of the union by a statutory agency such as the Public Employment Relations Board (PERB) for Iowa's public sector, and certification implies exclusivity which protects the union from raiding by a rival union. This process is considered to validate the right of free association as it is examined in the literature and necessitates an awareness of what is considered to be union security. The fourth and final module of the learning program was developed to explore and present the issue of union security in relation to its own membership and the employer of its members. Since the major, stipulated objective of the union, according to the literature, is the social, psychological and economic welfare of its members the union security module includes:
a) Union security.
b) Grievance procedure.
c) The "economic package" and fringe benefits.

The management rights issue, bargaining team composition, contract language, and the maintenance of union security were chosen by the investigator as critical issues in the collective bargaining process as the result of the extensive review of literature which preceded the design of the self-instructional materials. The entire learning program was designed and developed to expedite the learning of the practical effect of Iowa's Public Employment Relations Act (PERA) in public school bargaining. Because of the legislature's statutory prohibition of using the strike against a public employer the strike issue was intentionally excluded from the modular content.

The design of the self-instructional materials followed the format recommended by several of the authors reviewed in the literature:

1. Behavioral objectives.
2. Pretest.
3. Subject matter commentary.
4. Posttest.

The primary function of the learning program is to meet the individual needs of the learner working at his own pace and in his own manner according to his own level of experience. It was designed for use by the beginning practitioner for the
convenient acquisition of an understanding of new materials and processes as well as a supplement to the existing expertise of seasoned performers.

The materials are also adaptable to classroom use as exemplified by Keller (83) in the use of his own self-instructional materials in a short-term laboratory course in psychology. The pretests can be used to assess entry level knowledge of the process of collective bargaining followed by a private, thorough reading of the modular content. An occasional in-class lecture may be employed to supplement or complement the subject matter and the posttests used to determine the degree of retention of major modular concepts. Visual reinforcement can enhance the effectiveness of study during the periodic in-class sessions by creating transparencies to use as an aid in exploring major concepts discussed in the modular commentary.

These materials are also appropriate for use as a major segment of subject matter content in advanced seminars in school administration and/or short courses in collective negotiations in a regular curriculum sequence. Instructors should keep in mind that students may move through the learning program from start to finish at their own pace, neither forced back nor forced ahead by other students. To do otherwise would defeat the purposes of individualization of instruction.
As each learning module was completed it was examined by a panel of experts who determined the validity of modular content. This validation of modular content by the jury panel also included the validation of the twenty-five item pretests and the twenty-five item posttests developed for each of the four training modules. The pre- and posttest reliability coefficients were produced by the IBM KR-20 system of the Iowa State University testing service and through the use of the Spearman-Brown Prophecy Formula.

Content Validation

The validation of modular content was confined to an examination by the panel of experts identified in Chapter III. The respective ten-item check sheet for each module from each jury panel member was reviewed and analyzed. The members of the jury panel were requested to follow the check sheet in their evaluation of the modular content as it pertained to the criteria of appropriateness, generalizability, understandability, and applicability as well as face validity of content.

Each item on the check sheet was rated by each jury panel member on a scale from 5 (to a high degree) to 1 (to a low degree). The intervening ranges suggested were to be used for moderately high degree (4), moderate degree (3), moderately low degree (2)--see sample check sheet in Appendix B. An analysis of the ratings permitted the computation of the
arithmetical mean for each item on each check sheet for all four training modules. A composite mean was computed for the entire learning program. These data are shown in Tables 1 through 10.

Table 1. The degree to which the learning module vocabulary is appropriate for use by individuals at the administrator level: n=6.

<table>
<thead>
<tr>
<th>Module</th>
<th>Mean response</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>The management rights issue 4.67</td>
</tr>
<tr>
<td>II</td>
<td>Bargaining team composition 4.50</td>
</tr>
<tr>
<td>III</td>
<td>Contract language 4.50</td>
</tr>
<tr>
<td>IV</td>
<td>Maintenance factors for union security 4.00</td>
</tr>
<tr>
<td>Composite: Module average</td>
<td>4.42</td>
</tr>
</tbody>
</table>

Table 1 presents the mean response of the six jury panel members for each of the four modules as well as the composite mean for the entire learning program. The means ranged from moderately high (4.0) to a high degree (4.67) which indicates the panel judged the vocabulary of the training modules to be highly appropriate for use by individuals at the administrator level.
Table 2. The degree to which the learning module vocabulary is appropriate for use by union officers: n=6.

<table>
<thead>
<tr>
<th>Module</th>
<th>Mean response</th>
</tr>
</thead>
<tbody>
<tr>
<td>I The management rights issue</td>
<td>3.67</td>
</tr>
<tr>
<td>II Bargaining team composition</td>
<td>4.16</td>
</tr>
<tr>
<td>III Contract language</td>
<td>3.83</td>
</tr>
<tr>
<td>IV Maintenance factors for union security</td>
<td>4.16</td>
</tr>
<tr>
<td>Composite: Module average</td>
<td>4.00</td>
</tr>
</tbody>
</table>

The mean responses presented in Table 2 range midway between moderate to moderately high, from 3.67 to 4.16, as a result of the judgment of the jury panel regarding the appropriateness of the vocabulary of the training modules for use by union officers. The jury panel judged the modular vocabulary as being a little less appropriate for union officers than it is for administrators. One jury panel member pointed out that the vocabulary would be a little more difficult to comprehend for an individual union officer directly out of the rank and file with no experience with management but very appropriate for experienced union officers "in the field." However, the composite mean response indicates that the vocabulary is appropriate for use by union officers to a moderately high degree (4.00).
Table 3. The degree to which the depth of content of the learning modules meets the anticipated needs of the administrator: n=6.

<table>
<thead>
<tr>
<th>Module</th>
<th>Mean response</th>
</tr>
</thead>
<tbody>
<tr>
<td>I The management rights issue</td>
<td>4.67</td>
</tr>
<tr>
<td>II Bargaining team composition</td>
<td>4.16</td>
</tr>
<tr>
<td>III Contract language</td>
<td>4.00</td>
</tr>
<tr>
<td>IV Maintenance factors for union security</td>
<td>3.83</td>
</tr>
<tr>
<td>Composite: Module average</td>
<td>4.12</td>
</tr>
</tbody>
</table>

The degree to which the learning module content meets the anticipated needs of the administrator is presented in Table 3. The range of the mean responses was from near moderately high (3.83) to high degree (4.67) in judging the content as meeting the needs of the administrator. The jury panel, generally, was a little more conservative in rating the module dealing with the union security issue from an administrator's point of view. One jury panel member mentioned that the newness of the public bargaining law and the collective bargaining process made the content "heavy" but necessary for the beginner but that good use of examples would help the learner understand and apply even though "union security" would be a new adventure for many administrators. The panel consensus, as indicated by the composite mean response of 4.12 (moderately high) reflects the appropriateness of the depth of the content for the administrator.
Table 4. The degree to which the depth of content of the learning modules meets the anticipated needs of the union practitioner: n=6.

<table>
<thead>
<tr>
<th>Module</th>
<th>Mean response</th>
</tr>
</thead>
<tbody>
<tr>
<td>I The management rights issue</td>
<td>3.83</td>
</tr>
<tr>
<td>II Bargaining team composition</td>
<td>3.83</td>
</tr>
<tr>
<td>III Contract language</td>
<td>3.50</td>
</tr>
<tr>
<td>IV Maintenance factors for union security</td>
<td>4.00</td>
</tr>
<tr>
<td>Composite: Module average</td>
<td>3.79</td>
</tr>
</tbody>
</table>

The mean responses presented in Table 4, the degree to which the depth of content of the learning modules meets the anticipated needs of the union practitioner, reflect a comparable degree of reservation concerning depth of content for the union practitioner as was the degree of reservation concerning the appropriateness of the vocabulary. The low mean of 3.5 (midway between moderate to moderately high) for the contract language module bears out the judgment of one of the panel members who stated that there was an assumption that the union practitioner has a general understanding of contracts and business procedures and relations but this is not always true. The panel judged the depth of content for the fourth module as meeting the needs of the union practitioner to a moderately high degree. It appears that the panel suggests that the union practitioner has a clearer perception of what constitutes union security than his counterpart in administration.
Table 5. The degree to which the behavioral objective statements reveal what is expected of the learner upon completion of the training modules: n=6.

<table>
<thead>
<tr>
<th>Module</th>
<th>Mean response</th>
</tr>
</thead>
<tbody>
<tr>
<td>I The management rights issue</td>
<td>4.50</td>
</tr>
<tr>
<td>II Bargaining team composition</td>
<td>4.33</td>
</tr>
<tr>
<td>III Contract language</td>
<td>4.00</td>
</tr>
<tr>
<td>IV Maintenance factors for union security</td>
<td>4.50</td>
</tr>
<tr>
<td>Composite: Module average</td>
<td>4.33</td>
</tr>
</tbody>
</table>

Table 5 presents the mean responses of the jury panel in its assessment of the value of the behavioral objective statements in relation to the expected outcome for the learner. The panel rated clarity and conciseness and determined to what degree the learner will know what is expected of him upon completion of the learning modules. The jury panel was comfortable with the behavioral objectives even though some were not familiar with Bloom's taxonomy or Mager's criteria. All mean responses were 4.00 (a moderately high degree) or above, in meeting the criteria of expectancy and statement formulation.
Table 6. The degree to which the adequacy of the pretest questions permit an assessment of the learner's entry level of competence in relation to specific modular objectives: n=6

<table>
<thead>
<tr>
<th>Module</th>
<th>Mean response</th>
</tr>
</thead>
<tbody>
<tr>
<td>I  The management rights issue</td>
<td>4.50</td>
</tr>
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<td>II Bargaining team composition</td>
<td>4.33</td>
</tr>
<tr>
<td>III Contract language</td>
<td>4.00</td>
</tr>
<tr>
<td>IV Maintenance factors for union security</td>
<td>4.50</td>
</tr>
<tr>
<td>Composite: Module average</td>
<td>4.33</td>
</tr>
</tbody>
</table>

The jury panel's judgment of the degree to which the pretest questions permit an assessment of the learner's entry level of competence is presented in Table 6. The degree of adequacy ranged from moderately high (4.00) to midpoint toward a high degree (4.5). The low mean response of 4.00 was for the module dealing with contract language which may be interpreted to mean that the panel felt less likely to be able to assess an entry level competence with this set of questions than with the others. One panel member commented that from a top administrator's point of view the questions of the pretest met the assessment criteria to a high degree in relation to the stated objectives.
Table 7. The degree to which the posttest questions permit an adequate assessment of the learner's "terminal" level of competence in relation to specific modular objectives: \( n=6 \).

<table>
<thead>
<tr>
<th>Module</th>
<th>Mean response</th>
</tr>
</thead>
<tbody>
<tr>
<td>I  The management rights issue</td>
<td>4.00</td>
</tr>
<tr>
<td>II Bargaining team composition</td>
<td>4.00</td>
</tr>
<tr>
<td>III Contract language</td>
<td>4.00</td>
</tr>
<tr>
<td>IV Maintenance factors for union security</td>
<td>4.50</td>
</tr>
<tr>
<td>Composite: Module average</td>
<td>4.25</td>
</tr>
</tbody>
</table>

Table 7 presents the mean responses of the jury panel when asked to rate the degree to which the posttest set of questions permit an adequate assessment of the learner's "terminal" level of competence in relation to specific modular objectives. The mean responses show a tendency toward a moderately high degree of adequacy for posttest questions (4.00) to midway to a high degree at 4.50.

Generally speaking the posttest serves the purpose of identifying for the learner those areas of subject matter which have to be restudied. However, the panel was asked to judge the adequacy of the posttest questions as an aid in determining a learner's competence to perform after studying the module and its related objectives. According to the panel the posttest questions meet the latter criteria to a moderately high degree even though one panel member rated the posttest set for the second module at 2.00 (moderately low).
Table 8. The degree to which the learning module has general applicability to a wide variety of agency and organizational settings: n=6.

<table>
<thead>
<tr>
<th>Module</th>
<th>Mean response</th>
</tr>
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<tbody>
<tr>
<td>I The management rights issue</td>
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<tr>
<td>III Contract language</td>
<td>4.16</td>
</tr>
<tr>
<td>IV Maintenance factors for union security</td>
<td>3.83</td>
</tr>
<tr>
<td>Composite: Module average</td>
<td>4.21</td>
</tr>
</tbody>
</table>

The jury panel's ratings regarding the applicability of the training program and the individual learning modules to a wide variety of agency and organizational settings are presented in Table 8. The panel rated the management rights issue module as having a high degree of applicability (4.83) to a wide variety of agency and organizational settings to a slightly less than a moderately high degree (3.83) for the union security module.

One member's response to the contract language module rated it higher than the high degree (5.00) maximum claiming that jargon and "professionalese" are problems faced by a wide variety of settings and that the language module has a very high degree of applicability to many settings. At the other extreme one member rated the applicability of the union
security module at 2.00 apparently indicating that its applicability was limited and not appropriate for a wide variety of agency and organizational settings. In view of these extremes in rating the composite mean for the entire training program was computed at slightly higher than to a moderately high degree (4.21).

Table 9. The degree of the appropriateness of the time frame necessary for completion of the study of the module in relation to the importance of the topic and the expectations of the learner: n=6.

<table>
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<tr>
<th>Module</th>
<th>Mean response</th>
</tr>
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<tbody>
<tr>
<td>I  The management rights issue</td>
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</tr>
<tr>
<td>III Contract language</td>
<td>3.83</td>
</tr>
<tr>
<td>IV Maintenance factors for union security</td>
<td>4.00</td>
</tr>
<tr>
<td>Composite: Module average</td>
<td>3.92</td>
</tr>
</tbody>
</table>

Table 9 presents the mean responses of the jury panel regarding the time frame necessary for study of each module in relation to the importance of the topic and the expectations of the learner. The panel appeared to be conservative in producing a range from 3.83 to 4.00. The panel members who can be said to be actively engaged in the collective bargaining process rated the time frame as being appropriate from a
moderately high to high degree. One panelist commented that it probably took longer because of the newness of the material and another panelist rated the time frame as being excessive and suggested that modular content be divided into smaller modules, and more of them, to enhance or provide for quicker feedback. Reference was also made to the degree of concentrated material which necessitated longer study but that all sections were critical to overall proficient achievement. Yet another panelist offered that the time spent would vary with the experience of the learner but should range somewhere between four hours per module for the practitioner to a maximum of six hours for the beginner. The panel rated the entire learning program with a composite mean of 3.92 for a moderately high degree of appropriateness in relation to the time frame necessary for study.

Table 10. The degree to which the theoretical constructs inherent in the modular content are general enough to allow application in specific situation: n=6.

<table>
<thead>
<tr>
<th>Module</th>
<th>Mean response</th>
</tr>
</thead>
<tbody>
<tr>
<td>I The management rights issue</td>
<td>4.67</td>
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<tr>
<td>II Bargaining team composition</td>
<td>4.50</td>
</tr>
<tr>
<td>III Contract language</td>
<td>4.33</td>
</tr>
<tr>
<td>IV Maintenance factors for union security</td>
<td>4.00</td>
</tr>
<tr>
<td>Composite: Module average</td>
<td>4.38</td>
</tr>
</tbody>
</table>
Table 10 presents the mean responses of the jury panel in judging the application of general theory to specific situations. Their responses ranged from a high degree (4.67) to a moderately high degree (4.00) with the composite computed at slightly less than moderately high (4.38). The jury panel apparently had no major difficulty in applying general theory to stated examples for specific application found in the commentary as they offered no comment. One reason which may be offered for the overall positive responses of the jury panel, at least by implication, is that they received an edited, prepublication manuscript as close to final copy as possible.

Prior to the submission of the instructional material to the jury panel each module, after having been proofread for language revision, was again proofread and edited by Professor Richard P. Manatt from the College of Education at Iowa State University under whose supervision this investigation was carried out. The original manuscript was presented in full page, double-spaced commentary which made reading difficult. As a result of the original critiques considerable changes were made in format, i.e., the liberal use of "white space" and the addition of reader headings. Each paragraph was "packaged" with an appropriate "buzz" word or comment in the left-hand margin created for that purpose.
Language revisions were also made to ease transition from one major topic to another. At the same time the decision was made to place the page number for the answer to each pre- and posttest statement next to the key prepared for each set of tests. However, this was not accomplished prior to submission to the jury panel because pagination could not be finalized due to the probability of modification and revisions. Several jury members did comment that feedback would be expedited if the page numbers were added to the key. This was completed after the final page numbering of the entire learning program.

Further revision, prior to submission of the manuscript to the jury panel, included the addition of several examples drawn from the public sector as they apply to school administration. The addition of the specific examples for school administration did not detract from the generalizability of the theoretical constructs inherent in the collective bargaining process according to the jury panel. A final comment by one panel member included reference to the format as "very readable" because it helped focus attention on the goal set and the use of open space as less overpowering.

Based on the results of the analysis of the evaluations of the jury panel it is concluded that the learning program modular content is valid.
Test Reliability

Reliability for this investigation is defined as consistency of test response. The sets of pretest and posttest data obtained from each learning module were submitted to the IBM KR-20 system at the Iowa State University testing service for determination of the coefficient of reliability. Because of the limited number of test items generated for use in the pre- and posttests of each training module the KR-20 reliability estimates appeared low thereby suggesting the use of a split-half method of determining reliability. The method selected was the Spearman-Brown Prophecy Formula:

\[ r_1 = \frac{nr'}{1 + (n-1)r'} \]

where,

- \( r_1 \) = estimated coefficient
- \( r' \) = obtained coefficient from IBM KR-20 system
- \( n \) = number of times test lengthened.

This formula permitted the expansion of the number of test items in each pre- and posttest. The purpose of this artificial expansion was to attempt to determine if such expansion would result in a higher coefficient of reliability. The results generated from the use of this formula are reported in Table 11.
Table 11. Pre- and posttest reliability coefficients

<table>
<thead>
<tr>
<th>Module</th>
<th>Pre-$r^*$</th>
<th>Post-$r^*$</th>
<th>Pre-$r_1^{**}$</th>
<th>Post-$r_1$</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>0.31</td>
<td>0.00</td>
<td>0.64</td>
<td>-</td>
</tr>
<tr>
<td>II</td>
<td>0.23</td>
<td>0.46</td>
<td>0.54</td>
<td>0.77</td>
</tr>
<tr>
<td>III</td>
<td>0.39</td>
<td>0.00</td>
<td>0.72</td>
<td>-</td>
</tr>
<tr>
<td>IV</td>
<td>0.10</td>
<td>0.00</td>
<td>0.31</td>
<td>-</td>
</tr>
</tbody>
</table>

* KR-20 obtained reliability estimate.
** Estimated reliability coefficient.

The pretest results for Module I, The Management Rights Issue, generated a KR-20 obtained reliability estimate of 0.31 for the twenty-five test items. Based on the assumption that the longer the test the more reliable it will be, the reliability estimate for the Module I pretest, using the Spearman-Brown Prophecy Formula (SBPF) resulted in a coefficient of 0.642 by artificially expanding the test items to one hundred, or four (4) times the actual number of test items used. This pretest was administered to forty-one (41) subjects attending a collective bargaining class during the spring 1977 semester at Drake University.

The posttest for Module I was administered to thirteen (13) available subjects who had completed a collective bargaining class during the fall 1976 semester at Drake University. As is shown in Table 11 the KR-20 obtained reliability estimate
for this posttest generated a factor of 0.00. Since the tests are true-false items, the zero result is assumed to have been partially influenced by guessing. The SBPF could not be used for test expansion due to the obtained zero reliability estimate. Before final publication of the modules additional subjects will be taken from time one to time two, after studying the modular content, and an item analysis utilized to determine revision of test questions. The test subjects were not exposed to the modular content for this trial.

The pre- and posttests for Module II, Bargaining Team Composition, were administered to the same forty-one (41) and thirteen (13) test subjects used for Module I. The KR-20 result for the Module II pretest obtained a reliability estimate of 0.23. The SBPF generated a 0.54 reliability coefficient after expanding the test items to one hundred (100).

The KR-20 obtained coefficient for Module II posttest was 0.46 and following expansion through the use of the SBPF to one hundred (100) items the posttest reliability estimate is 0.77.

The Module III and IV pretests were administered to thirty-three (33) subjects in contract to the forty-one (41) who were given the Module I and II pretests. The posttests for Modules III and IV were administered to eleven (11)
available subjects who had completed a collective bargaining class during the fall of 1976. The Module III, Contract Language pretest resulted in a KR-20 obtained reliability estimate of 0.39 and when expanded to a one hundred (100) item instrument through the use of the SBPF a 0.72 coefficient. The KR-20 obtained coefficient for the Module III posttest resulted in a factor of 0.00. As with Module I it is assumed that the zero coefficient was partially influenced by guessing on the part of the eleven (11) respondents. The SBPF was not used due to the obtained zero KR-20 reliability estimate. Before final publication of the modules additional subjects will have the modular content available and an item analysis will be used for test question revision.

The test material covered in Module IV, Maintenance Factors for Union Security, and administered to the thirty-three (33) test subjects produced an obtained reliability estimate of 0.10. Expanding the test to a one hundred item (100) instrument through the use of the SBPF generated an estimated reliability coefficient of 0.31. It may be assumed that the newness of the concepts involved in union security, without benefit of modular content, influenced this test reliability.

The posttest obtained reliability estimate for Module IV generated a factor of 0.00 again raising the suggestion that the zero coefficient was partially influenced by
guessing. The SBPF was not used due to the zero coefficient. As with the other pre- and posttests, additional subjects will be taken through the learning program from time one (for the pretest) to time two following the study of the modular content. Item analysis will be used for appropriate revisions in the sets of test questions before final publication of the materials.
CHAPTER VI. SUMMARY, CONCLUSIONS, RECOMMENDATIONS

Summary

The Iowa Public Employment Relations Act (PERA) became operational on July 1, 1974, and the attendant duty to bargain for Iowa public school districts went into effect July 1, 1975. The rationale of this investigation was based on the premise that at the present time there does not exist effective pre- or inservice means of training Iowa public school district administrators in the necessary and required processes to enable them to enter into collective bargaining negotiations with requisite skills. Therefore, this investigation was to design and critique self-instructional materials for collective negotiations in Iowa public school districts. This problem led to the design, development, and critique of a self-instructional learning program divided into four major learning modules, each with several subsections.

A review of the literature available in self-instructional methods and materials supported the feasibility of using self-instructional approaches to learning. The review revealed that a self-instructional modular format, as a mode of individualized instruction to accommodate individual differences, has surfaced as a result of experimentation at both the secondary school and college levels. The review of literature on collective bargaining processes in general and the public
sector collective bargaining process in particular, suggested ready adaptation of subject matter to self-instructional "packaging." The design and development of the self-instructional learning program was based on the following assumptions:

1. Self-instructional materials in collective negotiations for the Iowa public school practitioner do not exist.

2. Given the law (PERA), and two year's experience with it, there exists sufficient knowledge and information to prepare self-instructional material for Iowa public school collective negotiations.

3. The use of a self-instructional learning program will speed the process of acquisition of knowledge and skill in collective bargaining for Iowa public school superintendents, principals, personnel directors, and business managers.

4. The materials developed for this document will be sufficiently cost effective to be utilized by Iowa public school administrators.

The format used for the training program self-instructional modules was:

1. Behavioral objectives.

2. Pretest.

3. Subject matter commentary (instructional materials).

4. Posttest.

The development of the behavioral objectives was based on the terminology used in Bloom's (17) taxonomy of the cognitive domain and followed Mager's (93) pattern in style and characteristics.
The four sets of pre- and posttest items were derived from the commentary of the learning program which generated a pool of fifty (50) true-false statements for each of the four learning modules. The test items were randomly assigned to the twenty-five (25) item pre- and posttest for each module.

The selection of a jury panel of six members representing a cross section of expertise in their respective fields included: lawyer, negotiator, mediator, arbitrator, teacher/administrator, designer/developer of self-instructional materials, experience in interpreting state statutes and individual contract provisions, and experience in semantic expression. Each individual agreed to be a member of the jury panel before the materials were made available to them. The selection of the panel followed the criteria suggested by Thiagarajan (143). A check sheet (see Appendix B) was prepared for transmittal to each jury panel member as each training module was completed.

While the jury panel members were evaluating modular content to determine validity, the four pre- and posttest sets of test items were administered to students on the Drake University campus. In order to obtain an estimate of test question reliability the test results were submitted to the IBM KR-20 system at the Iowa State University testing service. The pre-publication manuscript of the learning program is on file in the office of the investigator at 1155 28th Street, Des Moines,
Iowa, and in the office of Professor Richard P. Manatt, 230 Curtiss Hall, Iowa State University, Ames, Iowa.

The members of the jury panel followed the ten-item check sheet in their evaluation of the modular content as it pertained to the criteria of appropriateness, generalizability, understandability, and applicability. The results of the evaluation were analyzed and an arithmetical mean computed for each of the ten-item responses for each of the four learning modules. The ratings used were on a scale from 5 (to a high degree) to 1 (to a low degree). The intervening ranges suggested were to be used for moderately high degree (4), moderate degree (3), and moderately low degree (2). The analysis produced sufficient confidence in the materials to warrant proceeding to a field test.

Limitations

The focus of the materials developed was limited to persons who were considered to be active in the collective bargaining process as a result of the passage of Iowa's Public Employment Relations Act (PERA) and whose school districts have identifiable bargaining units under the terms and conditions of the law.

The development of the learning module content was limited to preparation for and techniques used in the negotiation process with attendant assumptions, strategies, and
tactics. Human needs were also recognized as suitable outcomes of the negotiation process.

The validation of the modular content was confined to an examination by the panel of experts. The pre- and posttest items were field tested with a group of students on the Drake University campus without having had access to the modular content. The test results were submitted to the IBM KR-20 system at the Iowa State University testing service for reliability estimates.

Conclusions

The following conclusions appear warranted:

1. Several concepts are imperative for training school bargainers:
   a) the need to recognize the union as a viable, legitimate social institution--this recognition guaranteed by law.
   b) an understanding of what constitutes the "duty to bargain" and the distinction between mandatory and permissive bargaining items.
   c) an understanding of the necessity for meticulous preparation for negotiations, and choice of bargaining team members.
   d) an understanding of the need to create a positive labor relations policy.
   e) an understanding of the full implication of behavior which is the result of semantic interpretation of contract provisions.
   f) an understanding of "employee rights" and "employer rights" as guaranteed by law.
g) an understanding of the implications of the "law of contract."

h) the need to understand individual and union security as evidenced by the process of certification and the negotiation of union procedures.

i) the need to distinguish between economic and non-economic union proposals.

2. The content of the learning modules was based on the considerations of the basic concepts enumerated above:

a) the first module included a discussion of the management rights issue, what is negotiable, labor relations policy, the bargaining book, bargaining strategy and the use of the management rights clause in contracts.

b) the second module discussed the composition of the bargaining teams, identifying the role of the superintendent and the board of education as well as the roles of the principal and central administration, the selection of the bargaining team and the probable composition of the union bargaining team.

c) the third module was devoted to contract language including a discussion of expressed intention, semantic results, the negotiation of language, not principle, and the labor agreement as a business contract.

d) the fourth and final module concerned the issue of union security in its relationship with the employer of its membership, the negotiation of grievance procedures as well as the "economic package" and fringe benefit proposals.

3. The first manuscript was not situation specific, i.e., there were not enough materials for beginners in the public sector. The addition of examples from actual public sector contracts and examples from public sector texts was necessary.
4. The first manuscript was prepared in full-page commentary style which made reading difficult and laborious. The redesign of the modules with the liberal use of "white space" and the "packaging" of each paragraph, with appropriate reader headings and buzz words, created a more readable format.

5. Each training module required one and one-half to two hours of reading time. Comprehensive study time of four to six hours was recommended.

6. The pre- and posttests were keyed to the materials and the behavioral objective statements, and judging from the responses of the jury panel there were no problems in recognizing the relationship between the test items, the behavioral objectives and the commentary.

7. The modular content was judged as being valid by the jury panel and the validity of the pre- and posttests was determined at the same time.

8. The reliability estimates of the pre- and posttests questions were not impressive and additional revisions are necessary before final publication of the materials.

Discussion

The design and development of this learning program, with modifications, is consistent with the design and development of other available programs in that it provides an opportunity for individualized instruction. Programs available cover a wide range of subject matter, but very few of them are available in public sector bargaining.

The training manuals of Hill, Quinn, and Wood (66), appropriate for individual and group study, have no stated behavioral objectives, self-administered tests, or other feed-
back mechanisms. The program designed for this investigation uses both behavioral objectives and self-administered tests to generate feedback.

The audio-tutorial approach of Postlethwait (119) has the advantage of audio reinforcement by providing additional materials in dialogue format on tapes. This approach requires the availability of playback equipment and storage space for tapes. The learning program developed for this investigation does not use the audio portion of some individualized instruction programs and has the advantage of portability, without additional equipment, for study at home, office, or while traveling. These materials more closely approximate those of Keller (83) who designed his approach for use in introductory courses in psychology and now available commercially.

Recommendations for Use

The following recommendations are made relative to the anticipated use of the self-instructional materials designed and developed for this investigation.

1. This learning program should be used by those individuals recently introduced to the collective bargaining process in the public sector and who require an immediate, easily accessible, learning experience for public school district negotiations.

2. This learning program can be used by individuals who have need for public sector bargaining information such as outside agency personnel and dispute resolution neutrals.
3. These materials are readily adaptable to classroom use and may be employed as a text for independent study supplemented by in-class lectures and/or discussion periods.

4. The creation of transparencies to explore major concepts discussed in the modular commentary can enhance the effectiveness of in-class sessions through visual reinforcement.

5. This learning program can be utilized as a major segment of subject matter content in advanced seminars in school administration and/or short courses in collective negotiations in regular curriculum sequences.

6. These materials are also regarded as being appropriate for use by school administrators in pre- and inservice training sessions.

Recommendations for Further Research

Based on the appropriateness of presenting collective bargaining subject matter in self-instructional learning modules the following additional modifications and/or methods, not part of the extant investigation, are recommended:

1. The establishment of a control group for the self-administration of the pretest, a study of the learning module content as developed for this investigation, and the self-administration of the posttest, the results to be submitted to the IBM KR-20 system at the Iowa State University testing service for analysis.

2. The addition of learning module to include appropriate subject matter for the "selling" of the negotiated instrument to management teams and the "rank-and-file" in anticipation of the acceptability of the agreement.

3. Correlation studies between completion of the learning program and success at negotiation.
4. Regression analysis to determine predictability of success at negotiation attributed to the completion of the self-instructional learning program.

5. Reduction of modular size, i.e., divide each existing module into smaller components in order to enhance the feedback mechanism inherent in self-instructional materials.

6. Design and develop the subject matter of collective negotiation into the branching format of self-instruction.

7. Correlation studies to determine whether linear or branching format for these learning modules is most effective or more appropriate.

8. Redesign and analyze the pre- and posttest true-false statements giving particular attention to item content and the technical features of item construction for additional reliability estimates.

9. Redesign the pre- and posttest material into a multiple choice instrument instead of true-false statements.

10. Correlate the effectiveness of true-false testing to multiple-choice testing.

11. Update learning module content on an annual basis to reflect legislative changes in Iowa's Public Employment Relations Act (PERA).
BIBLIOGRAPHY


136. Smith, Kenneth T. A lap on writing laps. Fort Lauderdale, Florida: Broward County Board of Public Instruction, 1969.


APPENDIX A
<table>
<thead>
<tr>
<th>Employees covered</th>
<th>Illinois</th>
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<td>Wisconsin</td>
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<td>State, local, police, fire &amp; teachers</td>
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Source: Summary of State Policy Regulations for Public Sector Labor Relations USDL/LMSA - 1975
1. Vocabulary in this training module is appropriate for use by practitioners at the administrator level.

2. Vocabulary in this training module is appropriate for use by union officers.

3. The depth of content in this training module meets the anticipated needs of the administrator.

4. The depth of content of this training module meets the anticipated needs of the union practitioner.

5. The behavioral objectives are stated in a clear and concise manner. The learner will know what is expected of him upon completion of the module.

6. The questions of the pre-test permit an adequate assessment of the learner's entry level of competence in relation to specific modular objectives.

7. The questions of the posttest permit an adequate assessment of the learner's "terminal" level of competence in relation to the specific modular objectives.

8. This module has general applicability to a wide variety of agency and organizational settings.

9. The time frame necessary for the study of the module is appropriate in relation to the importance of the topic and the expectations of the learner.

10. The theoretical constructs inherent in the modular content are general enough to allow application in specific situations.