The Impact of the Collaborative Bargaining Process in School Districts in Bergen County, New Jersey

Brian M. Bulger
Seton Hall University

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THE IMPACT OF THE COLLABORATIVE BARGAINING PROCESS IN
SCHOOL DISTRICTS IN BERGEN COUNTY, NEW JERSEY

BY

BRIAN M. BULGER

Dissertation Committee
Anthony Colella, Ph.D. Mentor
Michael Murray, Ed.D.
Michael Osnato, Ed.D.
Gerald Vernotica Ed.D.

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For those of you who know me, you know this has been a long, long process. However, having reached the end of the journey, it's important to recognize how many people have been there, in different ways, to help, encourage and support me.

I would like to thank the current and past management team at Cathedral Healthcare System, with special thanks to the late Frank Fumai. They provided me the opportunity to expand my role in human resources and continually displayed trust in me by allowing me to branch out into other areas. Similarly, while working at Cathedral I had the opportunity to work with a number of bargaining units, such as District 1199J, JNESCO, CIR and Local 68. They enabled me to see the importance of working collaboratively, for the good of the organization as well as the employees.

Much of what I learned about negotiations has been from those who work on both sides of the table. While at Cathedral, the firm of Grotta, Glassman and Hoffman was always there with excellent legal advice, as well as sound reasoning. Harold Hoffman and Michael Barabander, specifically, always demonstrated how collective bargaining could be done in a positive and productive atmosphere. In
different roles for their unions, Arnie Shep Cohen, Joe Franklin, Virginia Treacy and Lisa Franciosi reminded me of what it is like to be passionate about a cause.

For the past year and a half I’ve had the fortunate opportunity to work for and with the staff of the Ridgewood Public Schools. The Board, district and school administration and the entire staff have shown itself to be a welcoming community that was truly committed to its tradition of excellence. Although it’s been a short time, I’ve continued to learn about collective bargaining in the public sector by working with dedicated people such as Les Aron and Phil Stern from Sills, Cummins, Epstein and Gross, as well as Carmen Gonzalez-Gannon from the NJEA.

Special thanks also go out to the three people who assisted me by being my “jury of experts” for my research. Dr. Rosemary Knab from the NJEA, Dr. Joseph Lupo from the Paramus Public Schools and Bob Clarke from Apruzzese, McDermott, Mastro and Murphy all provided valuable insights from their own perspectives that enabled me to improve my research.

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Finally, for my family and all they have done to help me reach this point. To my late parents, who, in their own ways, showed me the way to being who I am. To John and Connie Dwyer, my in-laws, whose relentless encouragement never let me forget the task at hand. To Jennifer, Sean and Colleen, who grew along (and faster) with this paper; thanks for your patience. Most importantly, however, all my thanks go to my loving wife Jeannine. You have truly stood by me these many years, and have always believed in me. You’re the best.
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CHAPTER I

INTRODUCTION

Forty years ago public employees, including unions representing teachers, lobbied the federal and state governments for the right to collective bargaining, a right enjoyed by other unions in industry since the passage of the Wagner Act in 1935. Starting with the first collective bargaining law for public employees in 1959 in Wisconsin and followed by the issuance of Executive Order 10988 by President Kennedy in 1962, which allowed federal employees the right to collective bargaining (as cited in Herman & Herman, 1998; Streshly & DeMitchell, 1994), teacher unions, especially those affiliated with the American Federation of Teachers (AFT), continuously supported legislation that would give them bargaining rights equal to those in the private sector.

During the past 40 years, as changes occurred in many aspects of American society and industry, overall union membership in the United States declined from 36% of the workforce to 9.6% in 1998 (Lieberman, 2000). However, membership in the two largest national teacher
organizations, the National Education Association (NEA) and American Federation of Teachers (AFT) has increased from a combined total of 836,821 in 1961 to over 3.4 million members today (Lieberman, 2000). This rise in membership, along with legislative changes providing public employees with the right to bargain and changes to the philosophical positions of both unions have had an impact on the negotiating process and outcomes.

Over these 40 years, the collective bargaining process has moved from the initial meet and confer model to a second generation industrial model that is in place today (Kerchner & Mitchell, 1988). These changes have also been influenced by the changes in the educational systems of the time. To understand the unions and collective bargaining, one must review how the educational institution has evolved.

The educational system in the United States can be traced back to the early colonial schools established as part of a religious society. The idea of the "modern" teacher was initiated in the early 19th century with the establishment of Emma Willard’s Troy Female Seminary which officially opened in 1821 (Spring, 1997). This school attempted to raise the teaching role to a more professional status. Even at this early stage of development in
education, the teachers tended to be female, working for lower pay and fewer benefits, while administrators were dominated by men (Spring, 1977). Women presented themselves as a stable workforce who would work for less money, while at the same time possessing the qualities (moral character, virtue) that society felt were needed for the profession. Men, on the other hand, moved into the more "logical" world of the growing educational bureaucracy where it was perceived their skills were better suited (Streshly & DeMitchell, 1994). This dichotomy between the female teaching staff and male administrators will play a significant part in the development of the early teacher organizations as they are formed.

Teachers, in a variety of associations and unions started to band together in the hope of establishing increased respect for their profession and to improve their working conditions. The National Teachers’ Association, founded by school superintendents in 1857 (Lieberman, 2000) wanted to upgrade teaching as a profession (Urban, 1982). Merging with other teacher organizations in 1870 to become the National Education Association (NEA), membership continued to be dominated by administrators until the last quarter of the twentieth century. (Spring, 1997).
An alternative organization, The Chicago Teacher's Federation (CTF), founded by Margaret Haley and Catherine Goggin in 1897, focused on three major issues: protecting teacher pensions, increased pay, and changing the administration of the Chicago school boards (Streshly & DeMitchell, 1994). Founded by women and primarily made up of rank-and-file teachers, the CTF linked itself very closely with labor, becoming one of the first associations to affiliate with organized labor (the Chicago Federation of Labor) in 1902.

Eventually outdone by the political machine of the Chicago Board of Education and shunned as too militant by the National Education Association (Streshly & DeMitchell, 1994), the leaders of the CTF struck out on their own by calling for a national union to represent the interests of teachers. This new organization, originally chartered to six districts, and affiliated with the American Federation of Labor (AFL) was formed in 1916 as the American Federation of Teachers (AFT).

Although both the NEA and AFT attempted to speak for the teachers, the two continued to represent diverse interests. The NEA was primarily made up of teachers, but the organization was dominated by the administrators who consistently focused on the professionalism of educators and differentiating themselves from rank-and-file blue collar workers. The AFT, on the other hand, addressed issues directly impacting the economic benefits for
teachers and continued its relationship with organized labor.

As unions, in general, started increasing in membership during the first half of the twentieth century, the teacher associations, too, attempted to increase their size of their organizations. If fact, during the period immediately following World War I, both the AFT and NEA increased their membership significantly. The AFT, after receiving their national charter in 1916 with approximately 1,500 members, expanded to 10,000 members by 1920 (Streshly & DeMitchell, 1994). Likewise, the NEA went from approximately 8,000 members in 1917 to almost 50,000 in 1920 (Streshly & DeMitchell, 1994).

Throughout much of this time the NEA and AFT remained philosophically divided about its role in education. The NEA maintained its position that it was a professional association, not a union, and that collective bargaining was not compatible with the nature of the organization. The AFT, on the other hand, continued as the more union-oriented organization, but represented a much smaller percentage of teachers when compared to the NEA. In fact, up until 1960, the AFT never represented more than five percent of the nation's public school teachers (Lieberman, 2000). However, a successful organizing effort in December, 1961 by the United Federation of Teachers (UFT) the New York City affiliate of the AFT changed all that. The UFT received over 20,000 of the 33,000 votes cast,
giving the AFT representation in one of the largest school districts in the country, setting off elections in other large school districts (Lieberman, 2000).

The increased influence of the AFT impacted the future of the collective bargaining process in two ways. First, since the AFT historically represented the interests of teachers, (as opposed to the NEA's administrators), they immediately pushed for better wages and benefits for its members. This made it necessary for the NEA to adapt to the changing environment and modify many of its positions. For example, the NEA had historically preferred professional negotiations to collective bargaining as a means of dealing with school boards. These negotiations covered a broad range of educational issues that were focused more on teacher concerns than wages/benefits (Lieberman, 2000). With the increased pressure from the AFT, the NEA eventually accepted collective bargaining that covered terms and conditions of employment as a matter of fact (Lieberman, 2000).

The second related impact was the stance on whether or not the teachers had a right to strike. Until the 1960's, both the AFT and the NEA had remained silent on this critical tactic in the collective bargaining process. By 1964, however, the AFT supported the teachers' right to strike as their only way to bargain on the same basis as other unions. The NEA continued with its policy of "professional sanctions" until 1969, when it changed its
policy to support the teacher's unequivocal right to strike (Lieberman, 2000).

This dramatic change can be seen in the number of strikes in New Jersey. In the 15 years from 1946 to 1961 there were 10 teacher strikes in the state. During the following 15 years (1962 - 1977) there were 116 strikes in the state (Gaswirth, Weinberg & Kemmerer, 1982).

**Collective Bargaining in New Jersey**

In New Jersey, the push for collective bargaining for teachers began in 1947 at the state constitutional convention. During the convention, key New Jersey labor organizations (American Federation of Labor, Congress of Industrial Organization, New Jersey Educational Association - NJEA) wanted language almost identical to that which was part of the National Labor Relations Act included in the State Constitution (Gaswirth, et al., 1962). Although they ultimately fell short of their goal, the discussions and movement of the unions did open the door for future policy and legislative changes in the State.

For teachers, these changes lead to the "meet and confer" phase of early negotiations. In this model, teachers, through their associations, could go to the school board and explain why they deserved a wage increase. The Board would thank the teachers for their hard work but explain that the expectations were difficult to meet and bestow on the teacher the raise they felt appropriate and reasonable (Gaswirth, et al., 1982).
Finally, through a series of compromises reached between politicians, NJEA, and New Jersey State Federation of Teachers (NJPT) officials as well as other labor leaders, the New Jersey Employer and Employee Relations Act was passed in 1968. In addition to giving the right to organize and bargain for teachers and other public employees, the Act created the Public Employee Relations Commission (PERC) which oversaw the negotiations of the terms and conditions of work (Gaswirth, et al., 1982). Since this time, districts and associations have been negotiating contracts under the regulations established by the state, primarily based on the industrial model.

Background

The right for school board employees to organize and bargain collectively was established in New Jersey in 1968. Since that time there have been numerous contracts negotiated and settled between the Board and the authorized representatives. However, during that time there have also been approximately 205 work stoppages by teachers in the State, and countless other job actions taken by staff that still has the effect of impacting the education of the students (New Jersey School Boards, 2005). The Middletown Education Association strikes in 1998 and 2001 are two recent examples of what can happen when the sides fail to reach an agreement after months of negotiations.

Figure 1 illustrates the history of teacher strikes from 1968 through to the 2004-2005 school year.
Figure 1: The number of teacher strikes in New Jersey that resulted in the loss of at least one teaching day. R. Valeo, New Jersey School Boards Association (personal communication), January 31, 2005.

Traditional or adversarial bargaining is part of the industrial model of labor relations (Kerchner & Koppich, 1993) that consists of each side coming to the table with specific proposals. These are often wrapped in additional, extraneous proposals aimed at obtaining the best deal possible for its constituents, be it the association or management. This is often referred to as either “win-lose” negotiations, or a “fixed sum” gain process (Keane, 1996;
Venter, 1993). For one side to be successful in this approach, the other side must "lose" something.

Collaborative bargaining, also referred to as interest-based, principled, or win-win bargaining, (Jascourt, 1994; Peace, 1994) is an attempt to break this pattern of collective bargaining and establish a process whereby both sides can focus on their interests and not just their positions (Fisher, Ury & Patton, 1991).

Traditional or adversarial bargaining is based on the premise that there is always a conflict of interest between the two sides as they go through negotiations (Geisert & Lieberman, 1994). Through the collaborative process, however, both sides of the negotiating committees attempt to work together on issues rather than get entrenched in positions that will be difficult to retreat from later on. In New Jersey, this process has been incorporated into the collective bargaining process in school districts as some boards and NJEA field representatives, attempted to break away from the more traditional approach.

Table 1 summarizes some of the differences between the characteristics of adversarial and collaborative bargaining.

Table 1

<table>
<thead>
<tr>
<th>Comparison of Adversarial and Collaborative Bargaining</th>
<th>Characteristics</th>
</tr>
</thead>
</table>


<table>
<thead>
<tr>
<th>CHARACTERISTIC</th>
<th>ADVERSARIAL BARGAINING</th>
<th>COLLABORATIVE BARGAINING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication</td>
<td>One spokesperson for the group who leads discussion and presents proposal</td>
<td>Open communication among team members where all have the opportunity to speak</td>
</tr>
<tr>
<td>Proposals</td>
<td>Write proposals that will include &quot;give aways&quot; used for bargaining purposes</td>
<td>Write proposals that are practical to the situation based on the information available</td>
</tr>
<tr>
<td>Governance Guidelines</td>
<td>Each group tries to &quot;get as much and give as little&quot; as possible</td>
<td>Each group tries to result in fair to the community and each other</td>
</tr>
<tr>
<td>Strategies and tactics</td>
<td>Positioning in the public eye to present the other side as unreasonable</td>
<td>Present a cooperative environment and positive relationships to the community</td>
</tr>
<tr>
<td>Guidlines during initial negotiations</td>
<td>Establish formal guidelines that determine locations, structure and order of presentations and discussions</td>
<td>Agree on overall process in an open atmosphere where information is shared openly</td>
</tr>
<tr>
<td>Analyzing proposals</td>
<td>Done by each side to review impact on their individual position</td>
<td>Review proposals together in light of the concerns of all the parties</td>
</tr>
<tr>
<td>Tentative agreements</td>
<td>Each proposal is tentatively agreed to based on final contract</td>
<td>Informal agreement as the process continues</td>
</tr>
<tr>
<td>Final agreement</td>
<td>Formal action where each side takes credit for &quot;wins&quot;</td>
<td>Rewarding culmination of all the previous agreements</td>
</tr>
<tr>
<td>Ratification</td>
<td>Each group ratifies and presents to their groups what they were able to achieve</td>
<td>Both groups present the positive results of the agreement based on their mutual cooperation</td>
</tr>
</tbody>
</table>


Purpose of the Study

The purpose of this study is to determine what impact
the collaborative process of collective bargaining has had
on school district negotiations in Bergen County, New
Jersey and to identify conditions that will assist other
districts and associations contemplating using this
process.

In order to identify any common characteristics, the
study will employ both quantitative and qualitative
research. Initially, questionnaires will be sent to all
seventy-six school districts in Bergen County. The
qualitative data will identify common characteristics that
may exist among the districts that have used the
collaborative process (i.e. District Factor Group, training
prior to implementation, history of previous negotiations).
Qualitative data will be obtained through follow-up
interviews with participants to understand the internal
dynamics of each negotiation and how the process helped or
hindered the district to reach a resolution. The
qualitative data will be collected through a series of
open-ended questions that will be asked to each
participant. The same questions will be asked to each
participant, although if appropriate, the researcher will
ask a more specific follow-up question to a subject based
on the immediate circumstances.

Research Questions

Primary question. Does the collaborative process of
negotiations present a viable option for school districts
in their collective bargaining with their educational
associations?

Secondary questions. The following questions were used to gather specific details related to responses to the primary research question:

1. What are the factors that impact the collaborative process?
2. Do the previous negotiations between the participants have any impact on the collaborative process?
3. What effect does training have on the process?
4. What is the effect on future negotiations in school districts where the collaborative process was used?

In order to answer these questions, school board members, teacher and association representatives, and district administrators who have participated in the collaborative process will be surveyed to obtain the initial qualitative data, with follow-up interviews with those who agree for the quantitative data.

Significance of the Study

There are 593 operating school districts in New Jersey, most of which engage in collective bargaining with teachers and support staff. Although it is difficult to estimate the total amount of time and money spent on these negotiations, the one issue that both sides agree on is that it can be very time-consuming. For example, of the contracts that expired between 2000 and 2004, over 53% went past the expiration date and into the beginning of the school year before settling (New Jersey School Boards
Association press releases, 2000-2004). In addition to the economic impact, both the adversarial and collaborative approaches have significance that extends beyond the negotiation of a single contract. The bargaining process is part of the district/association (management/union) relationship that exists throughout a school year. The collaborative bargaining process is intended to be part of a new structure and relationship that allows parties to approach all mutual interests in a new and open way. Honest discussion, recognition of the needs and resources of the community, and appreciation of the work done by teachers and support staff should encourage the parties to work together for the good of the whole (Keane, 1996). If, in fact, there is evidence that the collaborative process can facilitate these relationships and outcomes, then the information on the factors that affected that process will be helpful to others.

Limitations of the Study

There are three significant limitations of the study to be addressed. First, research into the collaborative bargaining process has often been completed in the context of educational reform (Herman & Herman, 1998; Streshly & DeMitchell, 1994). Interest based bargaining, in fact, is intended to go beyond the single process of contract negotiation and into the larger arena of how district personnel and association staff interact during the period of contract administration (Streshly & DeMitchell; Ventner,
This study, however, will not research the larger questions associated with educational reform, but will only view this process in the context of labor relations during contract negotiations. Although the contract administration is addressed as part of the overall relationship that exists between the district and association, it will only be referenced in a tangential manner.

A second limitation of the study is the uniqueness of the application of the collaborative bargaining process. This uniqueness is related to both the situation in the particular school district and the application of the theory of collaborative bargaining. Each school district has a unique culture, history and future, in addition to the different demographic considerations. These unique characteristics will impact how and why the collaborative process is implemented. This study will deal with these characteristics by recognizing the limitation and moving to identify the consistencies.

Additionally, although the theory supporting the collaborative method has its roots in Irving Goldaber's (as cited in Keane, 1996 and Streshly & DeMitchell, 1994) win/win negotiations and Fisher, Ury and Patton's (1991) work with the Harvard Negotiation Project, the application of the principles have variables that can impact the outcome. For example, although this study will review the impact of training on the successful implementation of the
process, the knowledge and skills of the consultants doing the training are varied and may have a significant impact on the outcome (Doyle, 1992; Tyler-Wood, Smith & Baxter, 1990). Since the research is being conducted in the true experience of district negotiations and not with control groups, the study will only be able to review the impact of the collaborative process as it has been implemented in specific districts.

A third limitation of the study is the lack of continued experience with this model in school district negotiations in New Jersey. Although variations of the process have been used in districts over the last 10 years, the experience is still rather limited. Additionally, many districts that have employed this collaborative process have only done so for one contract, and not as part of an ongoing system of doing business.

Definition of Terms

The following terms will be used throughout this study and as such are defined here for clarification purposes.

Adversarial Bargaining: The collective bargaining process based on the industrial model. Negotiating teams from unions and management meet to obtain improvements in a labor contract for their respective constituencies. The sides negotiate over "fixed sum value" whereby a gain by one side is generally offset by a loss on the other side (also referred to as "win-lose" negotiations).
Collective Bargaining: The process whereby representatives of a school or company (management) meet with representatives of employees (union) to negotiate the terms and conditions of employment. These conditions generally cover wages, hours of work and benefits.

Collective Bargaining Agreement: The agreement that is the result of the negotiating process between management and unions that details the terms and conditions of employment.

Collaborative Bargaining: A negotiating process whereby participants address bargaining by focusing on issues and open dialogue instead of positions and measured proposals.

Win-Win Negotiations: A terms used to describe the collaborative bargaining process.

Public Employees Relations Committee (PERC): An administrative body established by the State of New Jersey in 1968 to oversee contract negotiation and administration for teachers and other public employees.

Interest Based Negotiations: Another term used interchangeably for "win-win" negotiations or collaborative bargaining.

Mediation: A process whereby a neutral third party attempts to assist the other two parties to reach a settlement.

Fact-finding: A process following mediation where both parties in the bargaining present their best "evidence" to
a neutral third party to prove their case.

**Impasse:** The point in negotiations where one or both parties decide that they are deadlocked on the issues and request the assistance of a neutral third party.

**Organization of the Study**

This study will be organized into five chapters. Chapter I provides the evolution of educational associations and unions and how they have lead to the collective bargaining process in the United States and New Jersey. Chapter I also contains the statement of the problem, related research questions, significance and the limitations of the study. Important definitions used throughout the study are introduced in this chapter.

Chapter II reviews the related literature on both the adversarial and collaborative approaches to collective bargaining. The theoretical framework for the adversarial approach to bargaining, and how it has been used in the United States will be presented. The new theories of negotiation that use the collaborative model will be explained. Examples of the applications of both models will also be presented.

Chapter III gives an overview and relevant theory for using the interview and case study methodology. This research is being conducted in an a posteriori mode, that is based on the actual experience of the participants in selected school districts that have utilized the collaborative process. As such, a review of this
qualitative research will be presented.

Chapter IV will present the results of the initial survey and the verbatim transcripts of all the interviews. Much of the data will be based on the experiences of those participants in the process. This chapter will include the statement, thoughts and experiences of those participants in their own words.

Chapter V will present an analysis of the data, implications of the collaborative process for school districts and recommendations for future study.
CHAPTER II
REVIEW OF LITERATURE

Introduction

The purpose of this chapter is to review the relevant literature on collective bargaining in general and how it has been conducted in school districts in particular. The literature review will focus on three main areas: (a) traditional collective bargaining, (b) collaborative bargaining, (c) collaborative bargaining in school districts.

When discussing the first two areas, the researcher will focus on the characteristics of each and how the bargaining process unfolds. The third area, collaborative bargaining in schools, will provide an overview of how the collaborative process has been introduced into school districts around the nation.

Traditional Collective Bargaining

The right for labor organizations to bargain the terms and conditions of employment for their members was established for private employees in the National Labor Relations Act (1935), commonly referred to as the Wagner
Act (Nelson, 1990; Wagner, 1991). The same right for public employees was not gained for another 30 years, especially after the issuance of President Kennedy's Executive Order 10988 in 1962, when federal employees attained the right to organize and engage in collective bargaining (Streshly & DeMitchell, 1994). This action opened the door for state and local government employees to petition for the same rights (Herman & Herman, 1998).

Following from the right to organize and bargain collectively, industrial labor relations set upon a pattern that has been referred to as "traditional" or "adversarial" bargaining (Peace, 1994). Walton and McKersie (1965) refer to this process as "distributive bargaining." Distributive bargaining is the process whereby the gain of one side must come at a loss for the other (Walton and McKersie, 1965). Although some the circumstances might change from negotiation to negotiation, the essential elements of the process are the same.

Referring back to Table 1 that summarized the main characteristics of adversarial and collaborative bargaining, the study will review in more depth three of those characteristics: Communication, Proposals, and Strategies and Tactics. These areas were selected because they have a direct impact on the process of collective
bargaining and are connected to the interpersonal component of negotiations. The study will also review the bargaining process in the traditional approach in order to see how it varies from the collaborative model.

Characteristics of Traditional Bargaining

Communication

In the traditional approach to collective bargaining, the negotiating committee on each side represents the different concerns of their particular constituency. The management committee may have members who represent the operational or production side of the company, someone from the human resources department and someone from a financial area to assist with costing out the proposals for each side. Likewise the union’s committee may be comprised of the elected delegates from the local, as well as members who represent different jobs or positions in the organization. (Bolton, 1999; Geisert & Leiberman, 1994; Herman & Herman, 1998; Lunenberg, 2000).

In almost all cases, however, there is a lead spokesperson, occasionally a lawyer, for each of the negotiating teams. The role of this lead person illustrates two aspects of the communication process. First, the lead spokesperson is the only one authorized to present their proposals, conduct or authorize confidential sessions, and
ordinarily is the individual who will speak on behalf of the committee to the public (Wagner, 1991). The manner in which the spokesperson presents and argues proposals, his/her ability to control the dialogue and the leadership he/she represents at the table are the most illustrative indications on how the negotiations will proceed (Lunenberg, 2000).

The second important aspect of this method of communication is more internal. Having a lead spokesperson controls the intra-organizational dynamics to ensure that a united front is brought to the bargaining table (Herman & Herman, 1998). During the negotiating process, it is not unusual for there to be disagreement among the members of the same committee. The lead spokesperson’s job becomes one of controlling that dissension and discussion to make sure that their side is not seen as weakening on a particular issue. Such public dissension could prematurely signal that a particular issue on the table could be modified or withdrawn before they were strategically prepared to do so (Geisert & Lieberman 1994; Wary, 2002).

Proposals

These items specifically focus on the terms and conditions of employment. In traditional bargaining, proposals are developed as a means of dealing with the
fixed-sum value of the negotiating process. In this
traditional win-lose model, each side knows, from the
start, that not all of its proposals or demands will be
accepted by the other side. Therefore, when developing
their proposals both sides are virtually required to
include items that they are willing to lose. That is not
to say that they would not want to gain all their items on
their list. They do, however, have priorities and some
extraneous items are sacrificed at strategic times in order
to win other items and show good-faith bargaining (Herman &
Herman, 1998; Smith, Hall & Liontos, 1999; Streshley &
DeMitchell, 1994; Wagner, 1991). The construction of
proposals is discussed in more detail in the section
entitled The Bargaining Process.

Strategies and Tactics

Herman (1991) defines these two areas by stating that
"Strategies are the whats and tactics are the hows"
(p.127). In the same work, Herman goes on to state that
the strategy is the "broad directional statement" (p. 127)
that frames the parameters for negotiation. The tactics are
the techniques that are used to achieve the identified
outcome.

Walton and McKersie (1965) identify flexibility as a
critically important tactic. By maintaining flexibility
the negotiator is able to respond appropriately and timely to the proposals of the other side. It allows the negotiator to review and assess the seriousness of the others' proposals prior to making a counter-offer, if indeed one is even warranted.

Fisher, Ury and Patton (1991) identify the "lock-in tactic" as one way for a negotiator to manipulate the other side's response. A negotiator may take a public position regarding the "bottom line" for their side, thus attempting to coerce the opposing side into accepting their demand as absolutely necessary.

Herman (1991) identifies a number of other tactics that may be used during this phase such as using the media and/or public sentiment to gather support for a position; delay progress so the negotiations can move to impasse and a review by a neutral third party; identify high-profile, "hot" issues so other items are not reviewed in-depth; and identify items that appear to be more instructional based and not financial.

Any of these tactics can be used by either side during negotiations. As part of the adversarial model, they are calculated movements based on the events of the time and the parties involved. As such, they support the notion that these techniques are used in an effort to win more
concessions from the other side.

The Bargaining Process

The traditional collective bargaining process goes through a series of stages. Although these stages may differ based on a number of variables (prior negotiations, economic factors, internal politics), the essentials will remain the same. These stages are preparation, proposals, negotiation and resolution (Geisert & Leiberman 1994; Herman, 1991; Herman & Herman, 1998; Spalding).

Preparation. Prior to beginning negotiations both sides will do thorough preparation for its sessions. Each side will review items such as the following: (a) non-economic sections of the contract that need to be modified (i.e. work rules, employee status); (b) contract items that were part of the previous negotiation process that could/should be introduced again; (c) changes to the work environment or industry that necessitate changes; and (d) contracts from comparative organizations. (Geisert & Lieberman, 1994; Herman & Herman, 1998)

This information is compiled and analyzed by each negotiating team in order to find information that will support their proposals or assist them with rejecting a proposal from the other side.

Proposals. After completing their initial research,
each side will meet with their individual constituencies to develop their proposals. Union leadership may send a survey to members or meet with them directly to identify their priorities (Herman & Herman, 1998). Likewise the management team will meet with the key individuals (owner, board members, senior management) to identify their priorities. Unless the individual responsible for the company is present at the table, the lead spokesperson for the management team will also attempt to determine how far he/she is authorized to go during the negotiations (Herman & Herman, 1998). In essence, the spokesperson is trying to identify the “bottom line” for the employer.

Both sides will compile a list of proposals to be presented at the first session. The list will usually consist of three levels of priority, high, medium and low (Herman, 1991).

High priority issues may be directly economic (wage increase, benefit changes) or related to other non-economic issues such as the grievance process, employee definitions or employee development and education. In any event, unless the other side can readily agree, these are the items that will go down to the final stages of negotiations. These may be referred to as “strike issues” (Herman & Herman, 1998).
Medium priority items may serve a dual purpose. First, they are proposals that each side would like to have; however, these are not items that one would generally go on strike/lock-out over as negotiations come to an end. If a bargaining team could achieve the item(s), however, then all the better. Secondly, since these items are reasonable in nature, the negotiating team will maintain them for as long as possible. This will give them more leverage as they try to achieve their high priority items mentioned above.

Finally, low priority proposals can be considered throw-away or extraneous items (Herman & Herman 1998; Smith, Ball & Liontos, 1990); that is, proposals that do not have any reasonable expectation of success. Although no one will ever publicly acknowledge their true purpose, each side is able to demonstrate movement when they drop them from their list (Walton & McKersie, 1965). This is why these proposals still have a role to play in the complete negotiation process.

Negotiating. Depending on circumstances, the negotiating process can take anywhere from weeks to years before a resolution is reached. In New Jersey, it is not uncommon for this phase of the process to go well beyond the expiration date of the contract they are negotiating.
In fact, over the last 4 years, only 47% of the contracts negotiated for school districts have been completed before the beginning of the school year (New Jersey School Boards Association press releases, 2000-2004).

Critical in this phase of the process is the posturing on positions that each side has taken. Placing a strong argument for an item that is actually a relatively low priority enables one side to put the other off balance and provide an edge during this give-and-take period (Herman, 1991).

However, it is through this process, when the “taking” and “giving” occurs, that each side moves closer to agreement on the issues. The differences start to be narrowed and the forms of the agreement begin to take shape (Goering, 1997).

Resolution. Throughout the negotiations, both sides know they will have a resolution to the process. Each side does not know exactly how it is going to get there, but they do know that eventually there will be a resolution in one form or another.

In school districts it is common for negotiations to reach a point where mediation and fact-finding are the final steps to resolution (Geisert & Lieberman, 1994). The role of the mediator, a third-party neutral, is to review
the pertinent facts presented by each side and then work with each group to get them to move toward a final agreement. From the mediator’s perspective, achieving a final agreement, regardless of the terms, is what’s important (Geisert & Lieberman, 1994).

This process may take several meetings as the mediator goes back and forth with each side to distinguish between the different proposals and positions that are still on the table. It is through this confidential communication with each side that the mediator is able to understand the real issues of each side and try to formulate what will be a final agreement (Herman & Herman, 1998).

After this has been accomplished, each side will review the terms of the final agreement with their constituencies in order to obtain their final approval; either as part of a ratification vote (union) for formal approval by a Board (management). In traditional bargaining, this will be the point where they indicate what they "won" and what the other side "lost".

Collaborative Bargaining

The collaborative bargaining process is also referred to as "integrative", "principled" or "win-win" bargaining (Peace, 1994). This process, based in large part on theories of Irving Goldaber (as cited in Booth, 2002).
Roger Fisher and William Ury (as cited in Barrett, 1995; Keane, 1996; Lunenberg, 2000), attempt to break the adversarial pattern described above. Goldaber (as cited in Booth, 2002), a sociologist and former hostage negotiator, initially developed the win-win methodology in the 1980’s, by applying his hostage negotiation techniques to other forums, notably collective bargaining. Fisher and Ury’s more developed application of the process grew out the Harvard Negotiation Process and was the foundation for their work, with Bruce Patton, Getting to Yes: Negotiating Agreement Without Giving In (1991). The basic premise behind this bargaining is that if those involved in the negotiating process change their focus from the mentality that each gain for one side must have a corresponding loss for the other, then new options and possibilities open up (Fisher, Ury, & Patton, 1991). This is accomplished primarily in two ways.

First, this process requires the negotiators separate interests from positions (Lobel, 2000; Wagner, 1991). Positions are the stances that one takes in order to get to satisfy their interests. Whereas the position tends to be more pragmatic and concrete (a 3% wage increase; no benefit changes); interests are the reasons behind the position (economic security, concerns about health care costs).
(Friedman, 1993; Peace, 1994). Fisher Ury and Patton (1991) tell us that behind the conflicting positions, there may be common interests.

Second, they insist there must be a way to identify different options for mutual gain. In the "fixed sum" method of negotiating, there is a corresponding loss to one party for every gain by the other (Fisher, Ury, & Patton, 1991). However, by using "brainstorming" techniques on the part of members to address the interests of both parties, different ideas to address the issues can be raised, leading to potential solutions to the problems at hand (Keane, 1996).

Collaborative bargaining, like traditional bargaining, can take many forms. However, there are certain components that are necessary for the implementation of the process: (a) development of protocols to change their past ways of doing business; (b) participation in a training program to understand the theory and implementation of the new process; (c) the use of a neutral facilitator to work with both negotiating teams; (d) agreement to share information and work in teams or subcommittees to deal with issues; (e) openness to communication of ideas about solutions for areas of mutual concern; and (f) a commitment to reach closure at shortened, pre-determined time after the
committee work has been completed (Booth, 2002).

Characteristics of collaborative Bargaining

Communication

Like adversarial bargaining, each negotiating team will be made up of representative members based on their particular area of expertise or the constituency they represent. However, the focus in the collaborative process is not the particular side the individual represents, but rather they are present as a representative of the organization as a whole. Their focal point is not what they are trying to get for their side, but how they can solve problems for both sides (Herman & Herman, 1998).

Unlike adversarial bargaining where there is an identified spokesperson who maintains control, in collaborative bargaining, all members of each side are encouraged to speak out, ask questions, and contribute to the overall discussion. There is less worry about positioning for the future and more interest in finding a mutually agreeable solution (Herman & Herman, 1998). A very simple, yet demonstrative example of this is the set-up of a room during negotiations. In adversarial bargaining the two sides generally sit across from one another at the table, with the lead spokesperson from each side sitting directly across from each other in the middle
of their group. In the collaborative process, there is open seating, possibly at a round table where members are free to sit wherever they please. This is meant to be indicative that there is a new way of doing things as well as having a practical application of encouraging others to participate in the discussion (Peace, 1994).

Proposals

In the collaborative process, proposals are seen as steps to a solution, instead of positions that are either real or decoys. Only real proposals that are at the core of the bargaining team's principles are brought forward. As Fisher, Ury and Patton (1991) stress, the focus is on principles that will generate discussion and solutions, not on interests that will lead to fruitless posturing and disagreements. In order for each side to assess the value of the proposal, information is shared openly and freely with the intent that the sharing of information will lead to understanding and a greater chance for acceptance.

Strategies and tactics

In collaborative bargaining, the only strategy is one that will lead to the final resolution and agreement. Ploys, grandstanding and public posturing don't have a place in this process since it undermines the trust relationship that has been built between the parties.
Tactics used in the adversarial process could lead to the failure of the collaborative process due to this lack of trust.

The Bargaining Process

The collaborative process, is, by definition, designed to be different from the adversarial process. Although the atmosphere, tone and communication are intended to have different outcomes, there are still the basic stages of the process that the teams will go through.

Preparation. The first significant difference in the collaborative process is the preparation. One of the key components to a successful program is the preparation both sides take by participating in a joint training program. The training, usually conducted by an outside facilitator, attempts to bring the participants together with two objectives in mind: to educate them on the theory of the collaborative process and to have the participants start to interact as a team (Herman & Herman, 1998; Keane, 1996). The training, although it can vary based on the person facilitating the process, ordinarily lasts 2 days and covers the following topics: the theory of collaborative bargaining; implementation of the collaborative process; consensus decision making; and problem-solving model (Peace, 1994).
This preparation sets a different tone and agenda for the participants. Each group, however, will still review material in order to plan their positions for the negotiating process. They will meet with their respective constituencies to determine what is really important to them and the scope of their negotiating authority. However, unlike the traditional model, each side must be willing to share that information with the other (Barrett, 1995; Keane, 1996). This exchange of information helps build trust, as well as minimizing any games that one side might play as part of the negotiating process.

Proposals. In the traditional model, proposals are used as the starting point for negotiations - the basis for the win/lose concept. However, in the collaborative approach there are no proposals in the traditional sense. The objective of the group is to identify the principles to be addressed, and together come up with ways to meet the concerns in a way that is suitable to both parties (Herman, 1991).

Negotiating. A primary goal of the collaborative process is to avoid the long, protracted sessions that are a trademark of the adversarial model. In the collaborative model, the different sides come together, share information, exchange ideas and maintain their commitment
to a resolution, usually in a short period of time (Booth, 2002; Wagner, 1991).

Whereas in the traditional process, the initial presentation stakes out a position with proposals of varying degrees of priority (Herman & Herman, 1998), the collaborative process reinforces that concept of mutual trust whereby each side discusses the principles that are important for them (Wagner, 1996). There are no high, medium or low priority proposals that might be there for show or effect. In the collaborative process, the sides are discussing the principles that are important to them and their constituents. These principles will frame the parameters of the final agreement with which they can live. As a result, the extended or protracted period of time that can go on in the adversarial process should be eliminated. If neither side is playing games and both sides have trust in the other, then the process can proceed with the focus of attention on the issues at hand.

In the adversarial process, the second phase of the negotiating process is characterized by off-the-record meetings and public posturing (Herman & Herman, 1998). In the collaborative model, there shouldn’t be any off-the-record meetings. First, communication is open and involves all members of the committees; no deals should be
negotiated in private. Second, there are subcommittees
formed with representatives from each group to deal with
issues between joint sessions (Booth, 2002). The members of
the subcommittee are not supposed to be concerned with the
interests, but rather the principles of its constituents.

If the collaborative process has worked successfully,
then the resolution of the process is an orderly document
that does not have to be drafted at 3:00 AM. In the
adversarial process, the final steps toward resolution
might be taken while union members are preparing picket
lines, management is lining up replacement workers, or the
business is planning to be shut down. It is the
brinkmanship of this final stage where the win/lose
strategy is most evident. As one side starts to give in on
an issue (lose), it must make sure there is a corresponding
gain (win) on the other side of the equation. In the
collaborative process, the final agreement or package
should be seen as a victory for the organization as a
whole (Schachter, 1989).

Collaborative Bargaining in School Districts

Following the work of Fisher and Ury (1991), in the
late 1980’s and early 1990’s school districts around the
country started to apply their win/win theories for
collaborative bargaining in districts from Massachusetts to
Alaska (Doyle, 1992; Peace, 1994). In Massachusetts, for example, over one dozen districts used the process between 1988–1993 (Peace, 1994), in addition to the city of Boston in 1988 (Tyler-Wood, Smith & Barker, 1990). Other districts that had similar experiences at this time included Cincinnati, OH (Tyler-Wood, et al., 1990), the Matanuska Susitna Borough School District, Alaska (Doyle, 1992) and Glenview, IL (Attea, 1993).

What were some of the common experiences of these varied districts? First and foremost all those who reported on these districts described their outcomes as positive. In cases where there had been a history of negative relationships between the districts and unions (Cincinnati, Boston, Matanuska Susitna Borough) and administrators and union officials saw this process as a way to improve both relations and outcomes (Doyle, 1992; Tyler-Wood, Smith & Barker, 1990). Based on their initial results, the districts were able to identify positive short term (collective bargaining agreement) and long term (improved relations) results.

How was this achieved? Throughout the districts, there seemed to be a number of consistent factors that facilitated the successful outcome: (a) both union and school leadership were committed to making the change
successful; (b) a joint training program whereby the participants learned the theory upon which win/win is based as well as exercises to facilitate team-building and new levels of trust; (c) an openness of information so that each side has available to them the key information that will be the basis for discussion; and (d) an atmosphere whereby all participants are equals and communication among them is fostered. (Doyle, 1992; Frank, 1992; Hendrickson, 1990; Peace, 1994; Stonberg, 1994; Tyler-Wood, Smith & Barker, 1990).

Since this time, there have been further developments in the collaborative bargaining process. One significant item occurred at the NEA 1997 Representative Assembly where then NEA president Bob Chase advocated improved cooperation between the Union and management by saying

I propose that we take this labor-management issue and make it ours. And the way we can do that is by making a good faith effort at clearing away the mutual mistrust. We must try to build a partnership. If it fails, we gave it our best shot. And we’ll try again. (National Education Association Annual Convention, July 3, 1997)

Following this lead, districts, large and small, continue to apply the collaborative process to contract
negotiations. Memphis, TN, Pittsburgh, PA, Dade County, FL (Black, 2002) and even the researcher's home town of Verona, NJ have used the collaborative process in one form or another to improve the negotiating process (Verona Board of Education Minutes, Dec. 9, 2003). Others districts, such as Rochester, NY started in the late 80's and early 90's and are continuing to use it today. Wayne Urbanski, the head of the local NEA affiliate in Rochester, has tried to expand on the collaborative process to include school reform by co-founding a reform organization called the Teacher Union Reform Network (TURN). TURN, supported by the NEA and AFT, is focused on improving the educational standards in urban schools through whole school reform ("new unionism") (Black, 2002).

Although the collaborative bargaining process has taken on different forms during the past 20 years, the purpose of this study is to determine what impact the collaborative process of collective bargaining has had on school district negotiations in northern New Jersey and to identify conditions that will assist other districts and associations contemplating using this process. The study will be completed using the methodology described in Chapter III.
CHAPTER III
DESIGN AND METHODOLOGY

Introduction

The purpose of this study is to determine what impact the collaborative process of collective bargaining has had on school district negotiations in Bergen County, New Jersey and to identify conditions that will assist other districts and associations contemplating using this process.

This chapter will review the methodology that will be used in the study, as well as materials and questions that will be presented to the participants of the study. Chapter II reviewed the various forms the collaborative process can take. Although there are basic principles that form the foundation of the collaborative model, the implementation of those principles can be as varied as the school districts themselves. In a state with as many districts as New Jersey (593), the success or failure of the process must be reviewed in detail in order to determine what, if any, forces contributed to its success or failure.
The best way to identify these forces is through the use of the case study methodology. In the case studies, the researcher will review the circumstances that existed prior to, during, and after negotiations and identify what helped or hindered the process. In addition, the principal participants in the process will be interviewed in order to obtain primary source information about the events as they unfolded.

Design of the Study

This study will use both quantitative and qualitative data. The quantitative process will be a questionnaire sent to 76 school districts in Bergen County, New Jersey. The purpose of the survey is to identify the districts that have used a process they would consider “collaborative” and whether or not they considered it a success or failure. This data will provide usefulness in two areas.

First, the results will provide the researcher with information about how often this process is utilized, and if so, if there is any consistent data concerning the make-up of the districts that use it. Second, this will provide the initial information necessary to follow-up with the participants in the qualitative part of the research.

For purposes of clarification and consistency, a brief description of what is meant by traditional and
collection will be conducted in an interview process (with any clarification follow-up if necessary) and not part a more extended study over a prolonged series of time and events.

The qualitative methodology will enable the researcher "to study selected issues in depth and detail" (Patton, 1990 p.13). Whereas the quantitative portion of the study will enable the researcher to identify information and characteristics of districts that have used the process, the qualitative analysis will allow the researcher to review in-depth about reasons behind the responses and the many intangibles that often exist in the collective bargaining process.

The type of qualitative analysis best suited for this study is the multiple case study design. A case study, is by definition "a method for learning about a complex instance, based on a comprehensive understanding of that instance obtained by extensive description and analysis of that instance taken as a whole and in its context" (U.S. General Accounting Office, 1990 p.15). Similarly, Yin (1993) refers to case studies as "the method of choice when the phenomenon under study is not readily distinguishable from its context" (p.3). In this particular study the complex instance (phenomenon) is the collaborative
bargaining process while the context is the overall relationships and issues that exist with the school and/or district.

According to Yin (1993), case studies are appropriate when the purpose of the research is not just to describe the situation but to look at the causal relationships that exist. Using the case study model for this research enables the researcher to proceed beyond the superficial data that would be evident using quantitative tools. Such information may provide insight as to what occurred (Was it used? Did it change outcomes? Was it used again?) but sheds little light on why it was used, what changed in the process (if anything) and how did it impact the relationships outside the collective bargaining process.

The multiple case study design, as opposed to a single case study design, was selected for this study in order to compare data that will help identify the components of the process that either helped or hindered the use of the collaborative process toward reaching a successful conclusion. By selecting four districts, two that described their pre-negotiation relationship as "Cooperative" and two as "Adversarial" the researcher was able to identify those traits or characteristics that made the program successful. As stated in Chapter 1, these
results are limited by the size of the study (four districts), but could be used for the development of a more detailed study in the future.

Procedure for Data Collection

The process for the qualitative research has two phases: the selection criteria for the case studies and the interview questions used to gather the data. First, the selection criteria were based on the results of the quantitative research survey submitted to the 76 New Jersey School districts in Bergen County New Jersey. Quantitative data was gathered using the Collective Bargaining Survey, Form B (CBS-B) (see Appendix A). The survey was reviewed and accepted by a jury of experts in collective bargaining in school districts in New Jersey (see Appendix B). The three individuals work extensively in the area of collective bargaining in school districts in New Jersey, all of whom have terminal degrees. The survey identified the commonalities of experience that serve as the basis for the case studies. Based on these results the researcher was able to select the districts that had the negative/positive experiences.

Using this survey for selecting a school districts for further case study, the starting point was Question 16, "Are you willing to participate in a follow-up interview as
part of this research?”. The second criteria that was used was from Question 10, “How would you describe the relationship between the Teachers Association and the School District prior to the implementation of collaborative bargaining?” Based on this answer, the researcher divided the respondents into two categories: one for those participants who stated “Cooperative” and the other for those who stated “Reserved” or “Adversarial”. Finally, each group was narrowed down to two districts based on how the respondents answered questions 1 and 3. These questions were selected to review the impact for districts that have used the process more than once as well as getting a cross-section of District Factor Groups (DFG’s). Based on these answers, and the agreement of the respondents to participate (see Appendix C for Informed Consent), the final districts were selected.

The second phase of the case study was to develop open ended questions for the interviews with representatives of each of the school districts. Asking open-ended interview questions of the school and association representatives is the best way to obtain the data, both in the content and context of what they experienced. “The purpose of gathering the responses to open-ended questions is to enable the researcher to understand and capture the points
of view of other people without predetermining those points of view through prior selection of questionnaire categories" (Patton, 1990, p.24).

Patton (1987) refers to three approaches to qualitative interviewing. These three approaches juxtapose varying degrees of flexibility and standardization. The first style, informal conversational approach, allows for a high degree of flexibility and little standardization. It allows the interviewer to place the subject at ease, discuss questions in an informal manner and move the questions in whatever direction the subject seems to be heading. At the other end of the spectrum is the standardized open-ended interview, allowing for little, if any, flexibility and high standardization, as the name suggests. In this approach the interviewer asks the subjects the exact same question using the exact same words.

The middle approach, the interview guide, allows for both the mixture of spontaneity and being able to build on responses to certain questions while remaining focused on consistent, pre-determined topics with each subject. In situations where the researcher has only limited opportunity to interview the subjects, it allows him/her
to, "use the limited time available in an interview situation" (Patton, 1990, p.283).

The type of questions which will enable the interviewer to obtain the key information while being able to probe into the respondent's experience are open-ended questions. Open-ended questions are designed in such a way as the respondent does not have a predisposition to answer one way or the other. The researcher asks the same questions of each of the participants, but the participants are able to respond in their language which is able to capture their perceptions (Patton, 1990). It is the job of the researcher to identify the common perceptions of the responders in order to determine any common themes that are present in the experiences of the individual districts.

The questions used during the follow-up interviews are as follows:

1. On Form B, question 15 of the initial survey, you described the relationship that existed prior to the collaborative bargaining process as [Cooperative] [Reserved] [Adversarial]. Why did you describe it that way and can you provide situations that illustrate that relationship.

2. What led the parties to consider utilizing a collaborative process?
3. On Form B, question 12 you indicated there was training prior to the implementation of bargaining. How would you characterize that training process, specifically: (a) What was the interaction of the participants from both sides?; (b) Describe the atmosphere as it developed during the training process; (c) Compare the atmosphere in the training process with the atmosphere that existed during the bargaining process; and (d) What was the relationship between the theory as it was presented and the implementation of the process?

4. Compare the tone of negotiations to previous negotiations sessions.

5. How was information shared among the participants during the collective bargaining process?

6. Describe how participants communicated with each other during the bargaining process.

7. Describe your level of satisfaction with this program.

These questions enable the researcher to provide insight into the primary and secondary research questions. Specifically, the researcher may identify if the collaborative model is a viable option for districts based on common experiences with regard to training, bargaining history and the interaction between the parties.
CHAPTER IV
PRESENTATION OF THE DATA

Purpose of the Study

The purpose of this study is to determine what impact the collaborative process of collective bargaining has had on school district negotiations in Bergen County, New Jersey and to identify conditions that will assist other districts and associations contemplating using this process.

Research Questions

The following questions guided the researcher’s attempt to collect data on the effects of the collaborative bargaining process in Bergen County, New Jersey.

Primary question: Does the collaborative process of negotiations, as defined in Chapter 2, present a viable option for school districts in their collective bargaining with their educational associations?

Secondary questions: The following questions were used to gather specific details related to responses to the primary research question:
1. What are the factors that impact the collaborative process?

2. Do the previous negotiations between the participants have any impact on the collaborative process?

3. What effect does training have on the process?

4. What is the effect on future negotiations in school districts where the collaborative process was used?

To obtain quantitative data for this study, a survey was mailed to all 76 operating school districts in Bergen County, New Jersey. Three copies of the survey were sent to each district, one each to the school superintendent, board president, and teacher association president. When known, the survey was sent directly to the individual at his/her published business address. If the name of the individual was not known, the survey was sent to the person identified by title, in care of the district office.

Of the 36 districts that responded (47.3% of all Bergen County districts), 12 (33.3%) indicated they have used the collaborative process in the past 8 years while the remaining 24 districts (66.6%) said they have not used this process.

When looking at the total results, this means that of the 76 districts that received the survey, 12 (15.8%) have indicated they used the collaborative process; 24 (31.6%)
A review of the responses to the survey, and the corresponding percentage as grouped by DFG is shown in Table 3.

Table 3  
Responding Bergen County Districts by DFG.

<table>
<thead>
<tr>
<th>DFG</th>
<th>NUMBER OF DISTRICTS</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>2.8%</td>
</tr>
<tr>
<td>CD</td>
<td>3</td>
<td>8.3%</td>
</tr>
<tr>
<td>DE</td>
<td>5</td>
<td>8.3%</td>
</tr>
<tr>
<td>FG</td>
<td>4</td>
<td>11.1%</td>
</tr>
<tr>
<td>GH</td>
<td>7</td>
<td>19.4%</td>
</tr>
<tr>
<td>I</td>
<td>12</td>
<td>33.3%</td>
</tr>
<tr>
<td>J</td>
<td>5</td>
<td>13.9%</td>
</tr>
<tr>
<td>NONE</td>
<td>1</td>
<td>2.8%</td>
</tr>
</tbody>
</table>

When compared with the total breakdown of Bergen County districts by DFG, the percentage of districts responding was fairly representative of the county as a whole, (see Figure 3).
Figure 3: Percentage of New Jersey school districts by DFG as reported on the New Jersey Department of Education Website compared to DFG of districts responding the survey.

In response to the survey, of the respondents from 12 districts who answered that they have used the collaborative process, seven indicated their willingness to participate in a follow-up interview. Four of the seven districts were K-12, one was a 9-12 regional high school and the remaining two were K-8 districts. Six of the seven districts were contacted in an attempt to conduct the second part of the survey, the open-ended interview questions. One district (regional 9-12 school) was not contacted as it represented a very small portion of the districts in the county (approximately 8%). Of the six districts contacted, only four made themselves available for the interview. The remaining two districts never responded to calls to schedule an interview with the appropriate party, even after repeated requests by the researcher.

In addition to the District Factor Group classification, New Jersey school districts are also classified into different types depending on the grade levels they have. These districts are K-6, K-8, K-12, 7-12/9-12 and Special Services and Vocational, (see Table 4).
### Table 4:

#### Percentage of New Jersey School Districts by grade type.

<table>
<thead>
<tr>
<th>Type of district</th>
<th>Number</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-6</td>
<td>4</td>
<td>5.3%</td>
</tr>
<tr>
<td>K-8</td>
<td>27</td>
<td>36.0%</td>
</tr>
<tr>
<td>K-12</td>
<td>36</td>
<td>42.0%</td>
</tr>
<tr>
<td>1-12/9-12</td>
<td>6</td>
<td>8.0%</td>
</tr>
<tr>
<td>Special Services</td>
<td>1</td>
<td>1.3%</td>
</tr>
<tr>
<td>Vocational</td>
<td>1</td>
<td>1.3%</td>
</tr>
<tr>
<td>Total</td>
<td>75</td>
<td></td>
</tr>
</tbody>
</table>

*South Bergen Jointure Commission is not classified

(New Jersey Department of Education Web Site)

The vast majority of these (94%) are either K-8 or K-12 districts. Based on the responses to the survey and the districts representatives that actually agreed to participate in the follow-up interview, all four representatives were from either the K-8 and K-12 districts.

1. **District Factor Group:**
   - A: 0
   - B: 1
   - CD: 0
   - DE: 2
   - FG: 3
   - GH: 2
   - J: 1
   - 8

2. **Occupation in the district:**
   - School administrator
   - Teachers Association Representative
   - School Board Member

3. **Frequency of process usage:**
   - First time: 1
   - Second time: 5
   - Other:
     - N/A: 2
     - Always: 2
     - Often: 1
     - 10 yrs: 1

4. **Was this contract ratified before the expiration date of the prior contract?**
   - Yes: 6
   - No: 6

5. **Was your previous contract ratified before the expiration date of the prior contract?**
   - Yes: 9
   - No: 3

(figure continues)
6. If this contract was not ratified before the expiration date of the prior contract, when was it ratified?  

| Various answers |

7. How did this ratification date compare to previous and/or subsequent ratification dates?  

| Various answers |

8. Have you had a job action (e.g. work to contract) by union/association members before the expiration of the previous two contracts?  

| Yes: 1 | No: 11 |

9. Are you willing to use this process again?  

| Yes: 12 | No: 0 |

**PROCESS INFORMATION** (Please select the most appropriate response)

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<thead>
<tr>
<th>Question</th>
<th>Cooperative 8</th>
<th>Reserved 3</th>
<th>Adversarial 1</th>
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<tbody>
<tr>
<td>10. How would you describe the relationship between the Teachers Association and the School District prior to the implementation of collaborative bargaining?</td>
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<tr>
<td>11. Who initiated the idea for a collaborative bargaining process?</td>
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<tr>
<td>School Board 2</td>
<td>Teachers Association (and Board 5)</td>
<td>School Administration 2</td>
<td>Outside Mediator 0</td>
</tr>
<tr>
<td>Yes</td>
<td>For Board only</td>
<td>Yes</td>
<td>For Association only</td>
</tr>
<tr>
<td>No: Board and Association 0</td>
<td>1</td>
<td>5</td>
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<tr>
<td>12. Did the bargaining committee have training prior to starting the process?</td>
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<tr>
<td>4 hours</td>
<td>1</td>
<td></td>
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<tr>
<td>13. If there was training, indicate the total number of hours.</td>
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<tr>
<th>Question</th>
<th>For the Board?</th>
<th>For the Association?</th>
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<tbody>
<tr>
<td>Yes: 4 Yes or No</td>
<td>Yes: 3 No: 1</td>
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<tr>
<td>14. If there was training, was there 100% participation of bargaining team members?</td>
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</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>We achieved our primary objectives</th>
<th>The other side achieved their primary objective</th>
<th>Both sides achieved their primary objective</th>
<th>Neither side achieved their primary objective</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. How would you describe the outcome of the negotiating process?</td>
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<tr>
<td>Yes: 7</td>
<td>5</td>
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<tr>
<td>16. Are you willing to participate in a follow-up interview as part of this research?</td>
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*Figure 4: Collaborative Bargaining Survey - Form B data*
Background of Respondents

Three of the four school officials interviewed are superintendents who actually responded to the initial survey. One official is a director of human resources and was referred to the researcher by the superintendent as the person to contact for the follow-up interview.

Each of the superintendents interviewed has been in the position for 3-4 years and only completed one negotiation in their district using the collaborative process, although one was in the midst of negotiating a successor agreement. The director of human resources has held the position in the district for approximately 23 years and has used the collaborative process three times.

Overview of Interview Results

The following transcripts of the interviews will explain each district’s experience with using the collaborative process in negotiations. However, some introductory material can be presented.

First, although all of the districts interviewed indicated that they used the collaborative process for negotiations in their initial survey response, three of the four clarified during the interview process that it was not the “collaborative model” as defined in the literature and referenced in Chapter II. They did indicate that they used
a collaborative approach to negotiations, that is attempting to establish a good working relationship with the local teacher associations that would enable them to reach an agreement. None of these three districts had any joint training experience where the collaborative model as described in Chapter II was explained and practiced in a group setting. The fourth district, which has used the process for the last three negotiations, is following the process where joint training was originally conducted and the model, as presented by Cornell University, has been implemented over that time. This was the one district where there was neither a board attorney nor an outside association representative leading the bargaining.

Interview Transcripts

Interview 1 with Superintendent of a K-8 District

Researcher: On the initial response, you had described the relationship that existed prior to negotiations between the Board and Association as basically cooperative.

Respondent: Correct.

Researcher: Can you just tell me why you say that, or give me examples maybe that illustrate the cooperative nature of the relationship?

Respondent: Well. A couple of ways. First, members of the teacher's association often attend board meetings, are
supportive of the endeavors of the Board and the new policies they may be enacting, so there is always a representative there. The second reason I find it cooperative is, because there have been, since my time here, very few grievances. I believe that’s as a result of the Administration that the Board has supported, the support of the Board in general for the teacher’s association and I would hope for the ability of the association to be able to speak with me, as opposed to ignoring the superintendent and moving straight on to the Board.

Researcher: They deal with you directly?
Respondent: Yes, yes.

Researcher: Do you normally deal with the association president, or...
Respondent: The association president and vice president. Always initially. I have never, since my time here, Brian, spoken to the Association as a whole and sitting as an association. I don’t mean speaking to all the teachers in a faculty meeting.

Researcher: Right, right
Respondent: That’s what I meant.
Researcher: Right. How many times, now you’ve been here 4 years, how many times have you been through the negotiating process?

Respondent: Once.

Researcher: OK. And you said that was more collaborative in nature in terms of the way the process worked?

Respondent: Yes. Actually, the team here consisted of seven teachers, the President plus six representatives, and it was a good representation of the faculty because there were different grade level teachers on the Association team. We have a seven member board here, three members participated as far as the Board negotiation team was concerned. We met, probably once or twice a month, in the evenings, and each side presented their proposals to the other. And that was done in a very cooperative nature.

Researcher: Have they used that process before, the collaborative process?

Respondent: Yes. In fact I believe it’s always been used here, yes.

Researcher: There was no training involved. Was there training involved prior to it, maybe not with you but in prior years do you know?

Respondent: Training for whom?
Researcher: The Board and the Association in terms of collaborative bargaining.

Respondent: I think that the Association receives literature in regarding effective negotiating techniques. Our Board members in the past, those who have chosen to be part of the negotiating team have been trained through the New Jersey School Boards.

Researcher: Right. But there was no, like, joint training...

Respondent: Together?

Researcher: Yeah, on the process...

Respondent: ...on how to play nice together? No.

Researcher: Sometimes in the collaborative process that's one thing that they do.

Respondent: That's actually a very good idea. That's a good idea, especially if you have a history of contentious negotiations. Good idea.

Researcher: Again, you have addressed some of it but you've only been here for the one. But can you compare how the tone of the negotiation was from one negotiation to the previous ones?

Respondent: Absolutely. Absolutely, the tone of the negotiations here, to include the morale of the teachers and the relationship with administration was excellent.

Researcher: It had been excellent, as a history?
Respondent: No. This negotiations we just had was excellent. Negotiations prior to this, specifically the last one, completed 3 years ago, was horrific.

Researcher: Can you explain what happened?

Respondent: Absolutely. The Association and the Board negotiating team could not at all reach any type of agreement. To the point of going to a fact finder, to the point of going to a mediator. The relationship between the Board and the teachers was so bad teachers were striking, bulletin board were displaying unhappy pumpkins, in October; black paper and upside-down hearts at Valentine’s Day; just...

Researcher: When did the contract settle?

Respondent: About a year and a half after it should have. The morale was horrible. And again, this is what I understand from the Board perspective and the teacher perspective. It was a lot different this time around.

Researcher: And what would you attribute that to?

Respondent: That’s a very good question. And I’m thinking, my first response would be that the attitude of the Board and the attitude of the teachers was more open to the negotiating process. As opposed to, “We want this” from the Association perspective and “No, you can’t have it” from
the Board perspective. There was more of a conversation and negotiations as opposed to "we want" and "no you can't", "yes/no".

Researcher: Were you part of the negotiations, at the table?

Respondent: Yes, my only job though, Brian, is participating with that was to give the Board factual information. I'm very cognizant of my role with the Board and cognizant of my role/relationship with the faculty. And the Board may go home after a night of negotiations but I still need to come to work and we still need to get things done. So I made a conscious effort each and every time to be neutral. Did that play a role? I don't know how past administration was, and I'm not going to comment on that. I know how I was and how I needed to be for what I thought was correct. It seemed to work out well. Was that one small aspect of the amicable negotiations? I hope so. But I think it's more the feelings of both sides.

Researcher: Do you think the more positive approach was in reaction to the acrimony that you described from the last contract?

Respondent: From both sides?

Researcher: Yes.
Respondent: Yes I do. Excellent question, yes I do. I think both sides wanted to avoid that because, even though there may have been feelings, accurate or not accurate from both sides, the kids were affected last time and it was not something the board wanted and not something the association wanted. They kept their stuff outside, they didn’t bring it into the classroom whereas in the last negotiation, yes it was there.

Researcher: Now, when did this contract settle?

Respondent: This year, so...

Researcher: Before the expiration?

Respondent: No. It was a year. It took us a year to do it. So it just settled this June.

Researcher: Alright. So you settled in June of 05 and it really expired in June of 04?

Respondent: That’s correct.

Researcher: OK. How far in advance of the expiration date did you start?

Respondent: A year.

Researcher: so the whole process really took two year?

Respondent: That’s correct. The year we were supposed to be negotiating and should have settled and a year after that. We did go into fact finding and mediation this time, but it was still done amicably.
Researcher: How was information shared among the participants during the bargaining? Did you keep information, did the Board keep information to themselves and did they, the Association have their own...

Respondent: No, no.

Researcher: ...or was it going back and forth and open.

Respondent: No. Our Board Secretary kept minutes of each meeting, our Business Administrator/Board Secretary, kept minutes as she attended each meeting, kept minutes of each meeting and then the next negotiation meeting that was held, the first order of business was to review the minutes, make any corrections that were agreed upon and begin the negotiation session again. So everyone was on the same page.

Researcher: What about like more, data, like in other words, salaries, benefit comparisons, average settlements...

Respondent: Another good question, another good question.

The NJEA representative provided a lot of the different salary negotiation settlements across the state of New Jersey for the Association. However, salary guides and settlements as well were given by our Board Secretary to both parties so everyone had the same information.
Researcher: Was information withheld from either side, by either party, that you’re aware of?

Respondent: Not that I’m aware of. And certainly not from our side, but you know what Brian, I am sure the Association had some things in their basket of tricks in regard to negotiating types of tools. So, and then, no, we really didn’t because our stuff had to be so factual we really couldn’t do it...

Researcher: OK.

Respondent: ...I don’t think so.

Researcher: You kind of already answered this, maybe if you can tell me more about how the participants communicated with each other during the bargaining process; what kind of interaction, was it, in other words, was there a spokesperson; was it open discussion?

Respondent: During the...

Researcher: During the actual negotiations at the table.

Respondent: Twofold. Some discussions were held between our Board attorney, who attended the negotiations and the NJEA rep, who represented the association. Some items were discussed that way. The second way they were discussed was board members discussing it with faculty members. An open discussion.

Researcher: At the table?
Respondent: At that table, that's correct.
Researcher: How satisfied were you with, I don't know what your prior experience was with negotiation, but how satisfied were you with this collaborative type process of negotiation?
Respondent: I think a collaborative type process is the way to go. As opposed to one person from each deciding on what they could negotiate and what they couldn't and making those decisions unilaterally. I was very pleased with this process. I would have rather that it was completed in the proper time periods so that we could have started the new contract when we were supposed to in 2005. As a result there's really only one year that we're sitting tight because we need to begin again next year because we lost a year so all that pay was done retroactively.
Researcher: Is there anything you think you'd do differently to prepare for the next negotiations so it doesn't take a whole year? Anything you'd do differently?
Respondent: Is there anything I would do differently? No, I don't think there's anything I would do differently. No. No. Nor would I want the Board to do anything differently. I think the information they had, and when they needed more
information they got it in a timely manner. No, I would not have changed the process.

Researcher: Have you been through negotiations before?
Respondent: Yes
Researcher: In that role?
Respondent: As superintendent?
Researcher: Well, not as superintendent, as management...
Respondent: I've been an administrator. I've been on the management side, I've been an administrator, but never sitting at the table as I did. This was my first time at the table.

Researcher: Is there anything else that would help me understand how the process worked here?
Respondent: Is there anything else that would help you understand how the process worked here? No, just on a personal note I think the role of an administrator, a superintendent, the role of a superintendent for negotiations is critical to how well the negotiations will go overall. And all of that depends on the history that there is. I think that if you're in a district where the superintendent is very vocal and that is what the association is used to and negotiations have gone well, to continue that. I think it's important to have good understanding of the negotiation process prior to an
administrator’s arrival. I think it’s key to the success. And, if what the administrator did was wrong in the past, to adjust that. Collective bargaining should not affect the education of kids, and when it does, something needs to be altered. Administrators, process, training, it shouldn’t become the focus of anyone’s day or faculty room conversation to the point of not discussing the upcoming GEPA. I think it should be...it should not be the priority. It’s important, but it should not be the priority and I think it only becomes that way when it gets personal.

That’s the scoop!

Researcher: Thank you very much.

Interview 2 with Superintendent of a K-12 District

Researcher: Doctor, I guess my first question is you had said that actually on the initial survey that you described the relationship that existed prior to the negotiating collaborative bargaining process was “reserved” between the Board or District and the Association. Why did you describe it that way and can you give me any examples to illustrate. The choices were “Cooperative”, “Reserved” and “Adversarial.”

Respondent: Oh, OK.
Researcher: And you had responded that the relationship was kind of reserved. Maybe you misunderstood the question or you’d answer it differently today and that’s fine.

Respondent: Kindly repeat the question.

Researcher: OK, the question was, you had described it as reserved.

Respondent: ...the bargaining relationship...

Researcher: Right, well, it says, the relationship between the teacher’s association and the district was reserved and if you think maybe it wasn’t reserved after hearing it in that context, that’s fine too if you’d say it is more adversarial or cooperative to begin with...

Respondent: Well in the time that I’ve been here...

Researcher: How long have you been here, just so I know.

Respondent: This is my fourth year.

Researcher: OK

Respondent: In the time that I’ve been here, it certainly has not been adversarial.

Researcher: OK

Respondent: And I think it has been, in fact, reasonably cooperative.

Researcher: OK

Respondent: I think...yes, in fact I’ve done one negotiation in the time I’ve been here, with the bargaining unit which
represents four or five different groups. It's all done at the same time.

**Researcher:** It's all one...

**Respondent:** That's correct.

**Researcher:** Do you have reason to believe that prior to your arrival, was it more adversarial?

**Respondent:** It's been described to me as being more adversarial.

**Researcher:** Are there any examples that you heard of as to...

**Respondent:** No, I didn't pursue it because I don't like living in the history of the past.

**Researcher:** You want to move forward, right...

**Respondent:** Yes, let's start fresh.

**Researcher:** Now the bargaining session that you did have, the one session you described, you did use the collaborative process?

**Respondent:** We did.

**Researcher:** OK, what lead the parties to decide to do that?

**Respondent:** I think it was all preceded by an interesting event, which was used to build some mutual confidence. We decided to offer the membership, all or our members, as a matter of fact, a separation of service plan. It wasn't the State plan, it essentially was our own and we could
have done that unilaterally because it was not subject to negotiations. I chose not to do it that way. I asked the union to identify people to come and sit down with me so that we could look at what would serve both the interests of the district and their membership at the same time. They agreed to do that, they made it clear that they didn’t consider something they were bargaining, but they appreciated the fact that I wanted their input on it. We had some very good sessions, in effect and in discussion and developed a plan, and the Board adopted and presented a plan that was really quite responsive to the needs as I saw them and as were characterized by the union leadership. When we got ready for our regular negotiations, that served us in good stead because we sort of knew each other better, we’d had a good experience in the process of doing it, and I think as a result the union was willing to do things a little differently than they had previously in terms of trying to deal with the complex issues that we were going to deal with in negotiations.

Researcher: When were these negotiations conducted?

Respondent: We negotiated a year this past June.

Researcher: So that was June of 04

Respondent: That’s right.
Researcher: And did you finish negotiations prior to the contract expiring?

Respondent: Yes

Researcher: You did. Ok. On one of the questions on the initial survey, too, you said there was training prior to the bargaining session. It lasted about 4 hours and the Board went through. Can you tell me anything about that training?

Respondent: Well, actually it was training that I had done with our attorney with the Board. I had several Board members who had never gone through it, a negotiations before, and I had some that I thought needed the training. So I had the attorney come in, who is highly regarded by the Board, and he’s one of the principals in the firm and this is his specialty. He really came in and he sort of educated the Board on the process; their appropriate role, the superintendent’s potential role; his role, so they understood that piece; and he also, at the same time, gave them a real sense of what was happening all over the area, what are the issues that were being negotiated, what was emerging. So he set a foundation for the Board to understand their role and he also set a foundation for them to understand the context of what would probably be asked and what we would have to be prepared to respond to.
Researcher: So it wasn't just specific about the collaborative process as opposed to standard negotiations and what is happening in the environment.

Respondent: Well, I think he created a condition in which you then could have a collaborative negotiation because it was an informed negotiation.

Researcher: OK. Now that was only for the Board obviously,

Respondent: That was only for the Board.

Researcher: Were you at the table during negotiations?

Respondent: Yes

Researcher: OK. And you've negotiated before, right?

Respondent: Yes I did.

Researcher: Ok. How would you describe the tone of negotiations at the table?

Respondent: I thought that they were very constructive. No raised voices, no histrionics, no accusatory kind of commentary back and forth, no name calling. I felt that both sides listened carefully to what the other had to say. I would call it respectful from both sides.

Researcher: Did your attorney, was your attorney present during negotiations...

Respondent: Yes

Researcher: ...to lead the negotiations?
Respondent: Yes, he was the lead person.

Researcher: What was your role?

Respondent: I really was the attorney's partner. We carefully thought about what we were going to say, so I kept quiet a good deal of the time because he and I had already talked about the issues, but I could come in to explain, to give a context of why we were asking, or to ask questions for clarification for the other side and try to understand the underlying issues. I could do that because I have been in the business a long time, I've been a union president at one time so I brought all that knowledge and skill to the table and I had built up, in the time that I was here, a constructive relationship with the people who were bargaining for the union. You take advantage of that. What I had to be very careful about is not becoming the attorney and not trying to play that role. So Bob and I, BC was the attorney, so Bob and I spent a lot of time together, along with my Personnel person, who has a long history of knowledge of the district, to understand the context in which certain things were taking place. And the cast of characters who were there and how they would react depending on how you said something as much as what you said.
Researcher: At the table, how did the communication occur between the parties? Was it more attorney to the -- I'm sure the NJEA had a rep.,?

Respondent: Well, yeh, they did. They had 22 people at the table because we were simultaneously doing the custodians, the secretaries, the whole works at this point. So they actually had 22 people present. They had a table in the center -- we worked it out so that you kind of all around a complex and it wasn't, it was obviously separated...

Researcher: So it was more of a circular...

Respondent: Yeh, and they had four people who were speaking for them on most things, GL from the ... representing the NJEA, their president, their president-to-be and they had a negotiating committee chair. So all those were present at that table, and it was quite informal actually.

Researcher: How was information shared during the bargaining process in terms of real data...

Respondent: What we did on our side is, I had, I wrote out in some detail a couple of proposals that were new and quite complicated. It really had to do with the whole design for making better use of teachers' time in terms of their own self-development and instructional development. So that was my piece. So I had written that out and each one of our proposals, other than just the money or
something, we actually wrote it out with an explanation and
tried to give it a context. They did more of theirs
orally, although as we went along, they seemed comfortable
in terms of also putting some things on paper so that we
could share and think about them. In fact, if you want me
to explain, I will, the interesting side piece.

**Researcher:** Yes.

**Respondent:** I knew that my proposal for changing about 52
hours of obligation they had to us rather dramatically
would be potentially sort of frightening. So I suggested
to their people, as a kind of an aside, ahead of time, that
perhaps they could think about the possibility of having a
side group begin to informally discuss that first because
it was so complex to try to explain all that in front of 22
people would be quite difficult. The union president and
SL were very nervous about that initially because that was
outside of the whole tradition of what they did, some of
their other members said, "Let's try it because we had a
good experience when we got involved with the separation of
service and DL (the superintendent) usually tells us
straight out what he's trying to do, he's not playing games
and that sort of thing, so let's try it." So they agreed
they would try that and then they appointed four members;
the member I really wanted on there wasn't on there and she
was the gal who worked directly with me and I knew she was a real power broker. So I had enough chutzpah that I said to them, "You know I think it would be very, very helpful if you put ET on there as well. I found she was terrific to work with in the separation of service kind of thing, and that she really had an understanding of what your membership needed and I think she would be very useful." They said "OK." She was the key, absolutely. She can be a son of a bitch but she can always make things work and she and I kind of liked each other. We could spar, but we liked each other, that kind of thing. And so they agreed to do that and to me that was a real breakthrough because it said they were willing to be a little less conventional given the complexity of this piece. They knew what I was proposing was very important for us, they thought it probably would be very interesting for them as well and were interested enough to do that. I think that was a significant breakthrough in that whole operation because that began to feed into a whole series of other things. When I prepared it, I knew, already because I had heard complaints from them that they were really frustrated by how the 52 hours that they owed to the district was actually being used. I also knew my own principals were unhappy with it, but everybody seemed to feel kind of
caught in it. So, for example, they would run 90 minute staff meetings whether they needed 90 minutes or not.

**Researcher:** So that 52 hours, that's like meetings and ...  

**Respondent:** Oh yeah, all kinds of, and everybody knew it wasn't being used very effectively. So particularly at the high school, the staff was really upset about what they considered to have a waste of time. Now a few of them just wanted to get rid of the time, but I knew a great many of them were highly professional and would just like to have it used better and so I built that into my proposal, that in fact I said to them, which I had done, that I really talked with my principals and I asked them to define how much time they really need, and the time they really need is not as much as we presently have. So I'm willing to build into this a reduction in the amount of time you owe us by contract right now, but making better use of the time that remains. So that was the whole gist of that. So I was able almost immediately, in that, to address something that they really wanted to get at. So I did that in anticipation that they were going to put it on the table, but I set the context in which the discussion was going to take place.

**Researcher:** Did they put it on the table on their own?
Respondent: Well they already said "Fine, it's on the table". Which was fine, so in that smaller group I could have that discussion. Well you're going to be able to solve a problem that you and I know that you've got.

Researcher: Right

Respondent: ...and I'm going to be able to solve a problem that I know I've got, but you also share. So that really sort of broke the ice on a variety of things.

Researcher: And you said this contract ended last year?

Respondent: Yeah.

Researcher: How's it working?

Respondent: It's working very well. The interesting piece has been, they then were nervous about how long I was going to stay here, and how it would be interpreted. I said, "I'll tell you what. I will deal with it directly the first year or so. I will deal with it directly. In other words, you don't go through anybody else. You send the proposals directly to me. I will set the precedents that will be used ahead of time, so that if I leave subsequently, we got some real past practice in terms of what we're going to do." Of course I didn't quite realize what I was biting off, and I had actually done this elsewhere so I had a sense of what we could do. And I said, "We've given some definition to the proposals what
they should include, but I'm going to treat you as professionals as you're treating me as a professional, and my general mindset is never to say absolutely no to a proposal if it perhaps isn't complete, work with the individual to work it out because the individual has something in mind that is worthwhile doing, we'll figure out a way to make it work. I'd like to do it by e-mail, because it's the only way that there's going to be enough time to do it." So, I handled several thousand e-mails as these proposals came in and began to have dialogue, in effect, with three hundred and ten teachers. And found a way to say, "Have you thought of doing this? Have you read this book that might be connected?" In other words I'm talking to them as a teacher. And I said to them, "You know this is so interesting, have you thought of connecting with 'so and so' and 'so and so' and 'so and so' in your department?" So I'm using this as a vehicle to get them to work as groups and not just individual pieces. And then they would come back and say "Hey that's a good idea. I've now talked to 'so and so' and 'so and so' and we're going to resubmit it in the other fashion", and pretty soon they were submitting things to me, "Well, I'm not really sure at this point, can you give me some initial reaction?" But I began to draw my department chairs and my principals into
it and I would say, "I've got this proposal from Joe. I think this is a very interesting part. Why don't you have a conversation with him about it and begin to work something out so that when it comes back to me for the next time it's fuller." So, yeah, for the first 2 months, every morning I'm here at six-thirty, dealing with these pieces. It's a lot easier now. Peg, she had the other brunt of it. She began to think of rather creative ways for us to document all the stuff. So we created an electronic page for every individual teacher. Every individual teacher can go there to see what they've submitted, what the state of it is, to see if it's been approved. Their supervisor can go to it as well. Neither of them can change it, but they can go to it as well so I could say to them, "Hey, go look at 'so and so's' electronic page. I think there's some interesting things here that you also should consider for the members of your department." And so it became a catalyst for doing a wide variety of things. Now, I'm leaving in December, so when I set the stuff up, oh, and by the way, only 1 person out of 310 didn't complete the work. And it was somebody who came here part time, and we practically wanted to get the hell out of here as soon as we could. Only one out of the three hundred and ten. Nobody could have predicted that, including myself, first
year out. Some struggled, but they realized we were serious about it, and it got done. So I sent them out a
(inaudible) in June, and I said, "Now I'm only going to be here through December I'd love to get as much of this done before I leave as possible, because a new superintendent is not going to do what I did and it's going to have to be passed on to somebody else at that point. Well, I've already received proposals and approved proposals for over half of the hours and we're only in early August. So from my perspective, I think it went very well. There were probably 15 to 20 people in the union who were ticked off when they realized they actually had to do some work now, because they really weren't doing the work because they were being excused from doing the other stuff in the past. In fact we had a very interesting discussion in negotiations because particularly some of my coaches were saying "How can I possibly do this? I'm coaching after school and everything else." I said "I don't care where you do it, if you got three other guys and you sit around a pool with a beer, and you do the project. It's the project that's important, not when you do it or where you do it, you can do it anytime." "Oh, we thought we had to come in and sit down..." I said "No, no. You're professionals, it's immaterial to me where you do it; it's immaterial to me
when you do it. You have 12 months in which to do these things. And don’t tell me you can’t do 22 hours of work in that 12 months.”

**Researcher:** This was more like an independent study type research?

**Respondent:** Yeah. Sure, I mean it can be, it was all kinds of stuff. For example, we were dealing with this responsive classroom, developing a whole responsive classroom. I’ve got all kinds of proposals now. “Hey, I really like this, I want to take off in this direction. So the five of us want to work on developing this.” The very things you’d like to have them do anyway. A great many of the teachers now, who did not have websites have developed web sites. But what they do, they sent me the information from the websites, I can go on it and look at it and give them feedback. “Hey, I visited your web site, great work.” Or “If you’re still trying to get some thoughts, go to so and so’s web site. They have some very interesting stuff, you may find it interesting.” So that’s the way it’s happened. Now, can it fall on its face? Absolutely it can fall on its face if whoever takes over from me then becomes very restrictive and is unimaginative and won’t devote the time to it. I mean that becomes the key. I would think that the vast majority on union membership would kick its
own people in the teeth if they suggested they get rid of it. I think it’s got a life of it’s own at this point. But, if it’s not handled professionally at this end, it could be in trouble as well. But that’s true of just about anything. I mean I used to say, "How do you measure if you’re successful somewhere or not?" I’d say “Whether or not the things that I started, how long did they survive?” If nothing survived, I didn’t accomplish a hell of a lot.

Researcher: So it sounds like this was a different negotiation, even though we’ve gone past negotiation, but I want to bring that back for a second though, too. For, and this was your only negotiation here, for others who had been through prior negotiations, how did they compare the tone this time versus previous times?

Respondent: Ah, I can only do it anecdotally, but anecdotally I think they felt very good.

Researcher: Did they refer back...that this was very different from last time?

Respondent: Yeah, very, very different. And I think the 22 hour plan itself, I had all kinds of comments back, “I’m so glad we’re doing this. I’m now using my time in very constructive ways. It stimulated me to do things I always wanted to do.” Or, “I’m finally getting recognized for things that I’ve been doing all along.” And they equate
that with that negotiation, as they legitimately should. And also, we took care of them in the other areas. They did fine in terms of the salary settlements and all the other pieces.

**Researcher:** Everything else fell into place.

**Respondent:** Yeah, everything else fell into place because it was easy at that point because the Board saw it getting something that it had really been wanting for a long time - much more time devoted constructively to staff development and instructional development because they used to have grievances around here about whether I had to write, whether I as the teacher had to write these things if you didn’t pay me and all of that. I saw that in the past history.

**Researcher:** So there was a history of grievances?

**Respondent:** Oh yeah, there was a lot of history of that.

**Researcher:** Again, the way it’s sounding to me, and let me know if my impression is correct, when you spoke about that the negotiations were a part of a continuum of work prior to the session in terms of the early retirement, separation of service and then following from the negotiation with this new type of staff development work.

**Respondent:** Yeah, because it’s a matter of building some trust. You don’t build that by just talking about it. You
do things that they see a value and that you kept your word on what you said you would do and you're flexible enough if something doesn't work to sit down and resolve it. So it's been my experience, I've been a superintendent for 30 years, and in that time it was building those professional relationships that became the key. Whenever I come into a district and I look at the issues that were on the table in the last negotiation, I can tell you what they were mad about. Or one person was mad about. Or whatever it might happen to be. I mean you can absolutely trace them because that's usually how the things come forward. A few people are ticked off about something and it gets right on the table.

**Researcher:** Right. I just went through that myself actually in negotiations.

**Respondent:** Sure

**Researcher:** So you're saying relationships is the key to the negotiation process.

**Respondent:** The key to the negotiation process.

**Researcher:** How satisfied were you using this collaborative process? And I don't know if you've used it before in other districts, too.

**Respondent:** Yeah, I've used it before, but I've always based it on building the relationships initially. If you
build the relationship, the collaborative model can work.
But I don't use the collaborative model to develop the
relationships, it complements them eventually.

Researcher: I don't know if they even responded, but do
you think the Association would have referred to this as
collaborative bargaining?

Respondent: I think they probably would, yes. It's the old
'win-win', it's going into it saying we have mutual
interests and let's emphasize those in the beginning and
along with what we can deal with the issues that
inevitably, how much am I going to get paid and all of
those things, sure.

Researcher: Is there anything else you'd like to tell me
about the whole process?

Respondent: No, well it was interesting, by the time we got
to the salaries and stuff, that was easy because we had
worked through, worked through the other stuff that
required a different kind of thinking, it was comparatively
easy. And I laugh because (our attorney) kidded me saying,
"I'm not making the money on you guys like we used to any
more." I said "Well, you know, internally, you want to do
a lot of preparation because my criticism of districts very
often was that the districts itself didn't think carefully
through what it was trying to achieve and also think
carefully through what the union would reasonably expect
given the history.” I mean you’ve got to do that, you’ve
got to do your homework. And if you do your homework, it
doesn’t mean things still can’t fall apart because you can
certainly have situations where either, on either side, you
get people who are stubborn and obstinate and they
personalize the thing to the point that it becomes the
issue itself. My very first superintendancy, I had that, I
mean I arrived at the district, the district was
(inaudible) and I arrived at the district and they had just
finished negotiations but everybody was very unhappy. And
the very first thing I was confronted, the coaches weren’t
going to coach. Weren’t going to coach. That was it. Got
the football, figure it out. So I thought, what was this
issue? It turned out that the Union told its own coaches,
literally to go to hell, they weren’t going to take care of
them, they were going to take care of everybody else. So
its own union abandoned it, in a sense, and the Board was a
party to it. And my predecessor was a party to it. They
should have known the consequences of it. So what I ended
up doing was, I did find some laws that required them to
couch, so at least I wouldn’t be faced on the opening day
with that issue. Then I said to my Board, we have to go
back to the bargaining table and I said to the Union the
same thing. I said we're going to go to the Ramada Inn, I knew the food was horrible there, and I got an American Bargaining Association person to come in to help me. I said "None of you are going to leave..." They didn't know if I was serious or not. "None of us are going to leave here until this thing is settled." And I had them in two separate rooms and after about 18 hours we got that piece taken care of. I mean, did I buy credibility? You'd better believe I bought credibility and solved a real problem. It happened to be a union that was so divided among itself, you couldn't negotiate with anybody. For the next 2 years I tried to help the union get itself together. I want a strong, well-organized union. I want somebody I can make a deal with.

Researcher: Alright. Very good, thank you that concludes the interview.

Interview 3 with Director of Human Resources from a K-12 District

Researcher: One of the questions on the survey had to do with the relationship that existed prior to the collaborative bargaining process, and they were asked to say whether it was cooperative, reserved or adversarial and the respondent had said that it was cooperative. Can you
tell me, give me any situations that illustrate the cooperative relationship here in the district?

**Respondent:** The relationship being cooperative the evidence is that we really, in the 20 years we’ve been involved, if we’ve had six to eight grievances during that 20 year period, that would be about the extent of the times that we were unable to reach agreement outside of the bargaining table. In terms of inside of the bargaining table, 28, 30 years ago there was a 1-day job action, but that’s the only thing we’ve ever had. So I think that’s evidence that we have a pretty good relationship with our association.

**Researcher:** Ok. Can you tell me what led the parties to consider utilizing a collaborative process for negotiations?

**Respondent:** The bargaining session prior to the collaborative model was a little strained, to say the least. We began to see things coming out, both in teachers’ mailboxes, comments made around the district, rumors that were untrue, which seemed to incite some of the people in the district, and then we had a lot of time to...that we spent trying to right that misconception and so on. So we decided that it was worth a shot to at least broach the subject with the association, which we did, and they went to NJEA to get their feedback on the process;
they went to their representative council and decided to at least give it a try, and then with the agreement that if the process didn't work, that during the actual sessions, that either party had the right to go back to adversarial bargaining. And we proceeded from that point.

Researcher: On the survey, too, the respondent answered that you did have training prior to the implementation of the collaborative process. What was the interaction of the participants from both sides, all these questions relate to training, how would you characterize that training process and their interaction of the participants during the training?

Respondent: Extremely cooperative on both sides, because I think both sides, after the initial presentation saw the value in achieving without the rancor, that necessarily, I mean actually, goes along with adversarial bargaining. So we seemed to be able to get through the initial phase, I guess in all adversarial bargaining, which is the posturing and so on and seemed to move further along in the process sooner. And so people were very willing to at least give it a shot. We practiced, actually practiced in the session, the training.

Researcher: And the training was about 4 hours long? Or was it longer than that?
Respondent: I think it was a little longer than that. I know it was at least 4 hours, but we did receive documents to read in advance in preparation, we did discuss them at some meetings prior to and then after, so the actual training was about 4 hours. Could we have used a little more? Probably we would have benefited from maybe another four, to be honest.

Researcher: And that atmosphere during the training process was also very positive, you said?

Respondent: Yes. Absolutely, the group that was there were those who agreed with the rep council that they were going to give it a try. So they had already bought into the concept, not necessarily the process.

Researcher: And the atmosphere in the training process, how did that compare with the atmosphere that existed at the table during actual real negotiations?

Respondent: Other than occasional, once in awhile, falling back to the adversarial position, other than that, it maintained throughout, I would say.

Researcher: Was everybody who participated at the training at the table, or actually, was everybody at the table in the training?

Respondent: Absolutely, everybody.

Researcher: Ok, did you have a board attorney?
Respondent: No. No board attorney, no NJEA representative. So it was myself, three board members, an occasional person that we invited in, a principal who had knowledge of a..., and we agreed on that ahead of time, if somebody had specific knowledge of an issue we were discussing we brought them in; the health insurance representative came in; on their side they brought in some teachers who provided information. In one case they brought in an entire department because it affected them to talk about how they saw the impact of our proposal on their department, but it maintained cordial throughout.

Researcher: What was the relationship between the theory of the collaborative bargaining process as it was presented in the training program and the reality as it was implemented at the table? Was there a gap?

Respondent: The training spoke more to, spent a great deal more time dealing with process, making charts and notations and on some issues it was appropriate, on others it wasn’t. So, a couple of times we did resort to actually charting the ideas, that was part of the training, that you chart each others’ ideas you just put them all up, no right, no wrong, just list them all down and then see what became the middle ground of what was acceptable and so on. Those were only on the most difficult of issues. So it wasn’t used
exactly as laid out in the training, but on those tougher issues, it was.

Researcher: The training was provided by an outside party?

Respondent: Cornell University.

Researcher: How did this, the tone of this negotiation, compare to previous negotiation sessions, because you've been involved, you said, in many of them here?

Respondent: Twenty, 27, I guess. I would say that if they were probably the last two or three sessions have been the best in terms of the relationship with the association.

Like I say, every other one prior to that, there was a lot of positioning, posturing, ridiculous proposals, cutting through those and then finally getting to real bargaining, even in adversarial. This appeared to get us past all of that and get right to the issues of the important issues for both sides. So there was no posturing in between, no...probably in the past I would guess we probably spent four, average of four or five sessions, posturing, laying out proposals, talking about proposals that really, in honesty, neither side really had intent on, was intent on following through on, but they put them out there really to test the waters and see if there was any give in some areas, but and that took a lot of time. This process, where we agreed to come in with, in question form, that was
the format, that each side were to come in with four or five questions for consideration. Then matching the questions to see if there were similarities in terms of areas of interest and then focusing on those areas. So we would come in and say, “How can the board continue to provide excellent health coverage at the same time maintaining or reducing costs?” That was one of the proposals. And their, because I remember this one, their proposal was, “How can we continue to maintain the excellent benefit package we have now?” Ok, so obviously that was point of discussion right away. We matched them and then went on from there.

Researcher: So you didn’t have formal proposals from each side as you would in traditional bargaining?

Respondent: Absolutely not. Absolutely not. So the questions really became the points of discussion. So if it was our question that was being discussed, and we selected those that matched and we alternated so we would do Board 1 question, they would do Association Question 1. If they were similar, we would do both at the same time. So the issue of the health, we did discuss, we would say, “Ok, next meeting we’re going to talk about health the whole meeting.” “Ok, you come in with some ideas, we’ll come in with some ideas” and they are then laid out in chart form
as to how we saw the issue, how they saw the issue and then the discussion took place from there.

Researcher: Was there any point where you couldn't add more questions, like once you establish the first four or five, sometimes in traditional bargaining you, after a certain date there's no new proposals that can come up?

Respondent: Well, there was an agreement that there would not be any new proposals after the second or third meeting. However, if the, let's assume for a minute that the association had an issue that was in question form, we discussed it, we could give something on that, we could respond, not establish a new one, but we could respond with an area that was unopened as of that time. So we could, for instance, consider increasing the number of personal days if you agreed to limit the use of emergency days, or something like that; even though we hadn't discussed that at all.

Researcher: So the counter you could come up with.

Respondent: The counter, that's correct. But not a new proposal.

Researcher: During negotiation, how is information shared between the two different sides, especially with your experience here and in contrasting that with traditional, adversarial bargaining?
Respondent: Traditional or adversarial bargaining, the association sent out its own communiqué to all of the staff; of course it was shared with administrators, administrators would receive the communiqué from this office about the progress in negotiations without violating the sanctity of the room. In non-traditional bargaining, what we did was, we met after the night’s session was over and developed a joint communiqué, which went to everyone in the district so everyone received exactly the same information. ”No progress had been made.” “Progress had been made on one or two issues.” ”The evening went well.” Whatever it was, but there was some communication, but everybody got the same and it was agreed upon and signed off on both parties before it was sent out.

Researcher: What about, though, like information used to discuss proposals, like information about medical benefits, costs, information about comparative settlements, other districts, rates, average increases, that kind of thing?

Respondent: Delivered at the table by both parties. Was not part of, the specifics were not part of that communiqué. So the communiqué might look, sound something like this, ”The board and the association agreed on discussing the health benefits issue. The board is looking to reduce costs.” or ”The health costs are continuing to
increase and the board is looking to reduce costs. The association is attempting to hold on to the quality of benefits. Additional union representative was in to talk about it from NJEA and the health insurance company came in and talked ...” you know, “Some progress was made.” And that would be that, that issue. But exactly detailed information about what the proposals were on the table were not generally discussed.

Researcher: But that detailed information was available to both sides simultaneously at the table?

Respondent: Absolutely.

Researcher: Not kind of withheld from one side?

Respondent: No, no. It was as open as could be. and of course it gave us an opportunity not only to discuss it but to debunk it as well.

Researcher: Was there any discrepancy sometimes about the validity of the information on either side?

Respondent: Oh, sure. Oh, sure. Sometimes the association, and I’m sure they said the same thing about us, would come in with information that resulted from somebody’s recollection of some item that happened 10 or 12 years ago and having history of 24 years here and 60 binders with notes, I could pretty much inform them of what the actual instance was, it wasn’t a recollection of somebody who
heard, who wasn’t even at the table at the time, but all my notes are intact from 20 years plus.

Researcher: Often in traditional bargaining, as you know, it’s a lot of the communication among participants is very often directed between two main parties, one from each side. How was, what kind of communication existed at the table in this collaborative, especially since there was no association representative from their office and no board attorney? Did that change? How did that communication occur amongst all the participants?

Respondent: Each party was at liberty, each person at the table was at liberty to discuss any item, so it was an open communication. I serve as the head negotiator for the board and the teachers have a head negotiator. They called for clarification, they called caucuses as I did, the teams would signal each other if they needed to talk before they presented some new position, but pretty much the group spoke openly across the table.

Researcher: And how many times have you used this program?

Respondent: We just finished the third contract negotiation in this format.

Researcher: Have you had training before each one because of change of participants?
Respondent: No, no we haven’t. Now this time it may be necessary to do that. It may be necessary to do that because although the board team remains pretty much intact, the four people, myself and the three board members, the association has lost a couple of people including the president of the association who was in this from the very beginning. So we may be looking at some revisits, some revisiting in the area of how it works. Their head negotiator is still here, though. So that will be helpful.

Researcher: Who’s been through the process, obviously.

Respondent: From the beginning.

Researcher: Ok. I think I know the answer but I’ll just ask it anyway, how satisfied are you with this program?

Respondent: I hope we never have to go back to the old way. Waste of time, lot of anger, lot of miscommunication. I don’t want to say destruction in terms of the relationship which has always been good between the association and the administration, but you needed to then rebuild that as you went along. This one seemed to be, the last three times, from the board’s standpoint, they were happy they bought into it; they were able to “sell” the position that they took to the other board members because they generated, with my assistance, they generated an outcome. And, from the other side, they were pretty much able to communicate
with their people and the reasons that they were in favor of it. The first time it did go down, the association did turn down the first one that was negotiated, there were some minor changes to it and it went through shortly thereafter.

**Researcher:** How did the three boards members on your committee interact with, is it a seven or nine member board you have here?

**Respondent:** We have a nine member board.

**Researcher:** So with the other five members...

**Respondent:** So three came to the meeting, how did they react?

**Researcher:** Well, communicate in terms of establishing proposals with the others, was it participatory in stating what the parameters for their proposals would be prior to going in there? Or is it really empowered to those three board members to kind of set the parameters and bring it back?

**Respondent:** What we have done here, even when we were in traditional bargaining was a copy of the teacher's contract, just as a secretarial contract when we do the secretarial negotiations, is forwarded to each administrator in the district and to each board member with a due date to have any proposals that they would like see
considered for the negotiations committee sent in. I then put them together, list them out and the personnel committee, the negotiations committee meets and that's what establishes the items to go on the...

Researcher: Ok. Now do you use the same process for secretaries, or just for the teachers?

Respondent: Secretaries, yes, same process. The secretaries do bring in an NJEA rep. But most of the discussion takes place, took place if you will, outside of the bargaining room and in face to face discussion. As evidenced by the fact that we settled in two nights. Same thing with custodians, settled in two nights.

Researcher: You have three different contracts?

Respondent: We have four different contracts. Administrators, secretaries, so...they all settled. And it was all that open, no, no outside representative really doing the main talking.

Researcher: Alright. Is there anything else you'd like to tell me about your experience with the collaborative bargaining process?

Respondent: It takes a lot of trust on both sides. There are hurdles, certainly in the first, when everyone's fairly new because the reaction is immediately to fall back to traditional, 'draw the line' kind of bargaining but after
more discussion, it took longer on the first one than it
did on the third to settle because everybody was new to it
and occasionally people took positions, hard and fast
positions. So it takes time and it takes practice before
you get to the point. The big question always asked is
“What can you live with?” And that really becomes the item
that settles the issue. “We can’t live with that at all.”
And if it’s honest, then the question is, “Well, then what
can you live with?” and then you start to work towards
that.

Researcher: Ok that’s it. Thank you.

Interview 4 with Superintendent of a K-8 District

Researcher: The first question I have is that prior to the
last negotiation session, I asked about how you would
describe the relationship between the district and the
association and on the survey you had responded back that
you thought the relationship was cooperative in general
prior to this negotiation. Can you give me any examples
that illustrate what that cooperative nature was prior to
negotiations? How would you illustrate that?

Respondent: Well, the association president and I have,
what I believe is open communication. So if there is, on
either side, a need to know, something going on, like the
association president may come in to me and say, “You know
the custodians are complaining that they had to work
overtime on the weekend, they think they should only work
until three, but they had to work longer.” And so on. “Is
this something we can look into?” I’ll say, “Alright, I’ll
look into it.” So we kind of dialogue on that, there’s no
formal grievance, there’s no “We’re complaining to the
Board.” It’s more of an open door policy. They come in,
explain what the situation is, I look into it, and I would
say, in the majority of instances we’ve been able to
resolve it. If we can’t resolve it, because maybe the
individual involved may want to take it to the next level,
there’s usually an understanding of why that’s happening
and no one is feeling threatened by that.

Researcher: How long have you been here as superintendent?

Respondent: Three years.

Researcher: Three years, OK. So you just negotiated the one
contract?

Respondent: I negotiated one and am involved in the new one
right now which is at the end of negotiations for the
successor agreement. I’m doing that now.

Researcher: Do you think that collaborative or cooperative
type or relationship that you just described, did that
exist prior to your coming here, do you think?
Recipient: No. Prior to my coming when I came here 3 years ago, the district was in turmoil. For a lot of reasons. Primarily there was an ongoing change of administration, from the superintendent on down. Principals, superintendent, and teachers, it was just a revolving door. Mostly on the leadership level, administrator. There was no stability, so there was a lot of turmoil. No one knew who to go to. So you couldn’t really have that collaborative situation because no one knew who was running the show. And no one really took an interest. They kind of like “We’re all like individuals” working on their own survival and not really trying to work out things together. So it was very fragmented. So when I came here there was an article that says, “Dr. (name of Superintendent) seems undaunted by the challenge before him.” And I was. I was basically coming in as a new superintendent and assessing what I saw, the situation that existed and working from there and prioritizing what needed to be done. But I did immediately begin to invite the association in to assist me in assessing what I couldn’t possibly know. What was their perception about how things were? What were their major concerns? What did they feel at the time? What were you feeling at the time? And there was a consensus of opinion that they did not feel that the Board supported them. They
felt fragmented. They felt that they weren't appreciated. Nothing was being done to show them anything differently. They didn't feel their salaries were on par with other districts. So there was a lot of work to be done. They felt they had been misled in the last contract negotiations. You know, I'm not going to say they were or they weren't, there were certainly gaps in that process that people had to go back and look at and re-evaluate.

Researcher: What led you to look at using a collaborative process for bargaining?

Respondent: I think it's just my nature. That's how I've always operated my schools. I don't see myself as a "power-over" kind of individual. I'm always a "power-with." Power comes from with...with being, you know, working with your constituents. So I don't come on as a superintendent over the association that it's my way or no way. I often say to them, "Ok, what would you do to try and resolve this? What do you need? What's the situation? But you know where I'm coming from." Now, the Association president the other day said to me "This Board would be crazy to ever let you go." Because I have a 5 year contract. And I looked at that after 3 years as the highest compliment they could pay me. The Association president is basically saying, you know, giving me his vote
of confidence. I mean it doesn’t mean that, you know they don’t get everything they want, but they know there’s an open door. And I think that they just want to be heard and they want to know that you really care, and that’s where the collaborative works, because it steers away from this antagonistic, kind of negative atmosphere. You can’t function in atmosphere like that. So if collaborative is anything, it creates a better working environment all around. Teachers need to be, teachers need to feel appreciated. They understand there are financial limitations, as long as they feel, they don’t feel, the board is purposely withholding what they truly deserve.

Researcher: You indicate that you had training prior to the collaborative negotiation. Can you tell me something about that?

Respondent: Yeah. New Jersey School Boards does provide boards with training. But you know, it’s kind of interesting because we, the Board has their board attorney as their negotiator. Now, that’s an interesting little caveat to this whole thing. The Board does go through training, they learn all the things that are going on that particular year, things that it should be aware of, and basically what they’re hearing is where salary’s going in this day and age; what’s going on; what are some of the
benefits, what are the things that are happening. But there is a real, not a real good feeling, by the Association to have a Board attorney do the negotiating. So that doesn't make it into what you think as real collaborative. You know, while we maintain what I think is a collaborative relationship, that's an area that is still a sore point with the association. It still is. Because they see the board attorney as talking down to them; the board attorney as having all the power, like, "who's in control?" is it the board?": "who are they negotiating with, are they negotiating with the attorney?" "Are they negotiating with the board?" The attorney really is the spokesperson for the Board, but they often don't see it that way. They see the board attorney as being a stumbling block for us to have a better relationship. They would probably, a real true collaborative relationship would be without having the board attorney do it. The board and the association negotiating side by side without having that other person be the spokesperson.

Researcher: In this negotiation, there was a board attorney present, obviously. Who negotiated for the association? Was it a Uni-Serve rep or the local...

Researcher: OK

Respondent: But, interestingly enough, their rep and our attorney do get along. I mean they are able to keep things kind of moving along. And that's good for us. I mean, so, they're collaborative. It's just that the parties that they affect, often, are kind of like feeling a loss of control. And that's another big issue because our board likes to feel in control. The teachers -- I don't know if it's so much a control issue -- they really, they don't trust, they don't trust an outsider coming in to kind of do the work that they feel, "if we have this good relationship going, why do we have to have an outsider coming in to do it for us? What can't we just do it?" Which is a good question. If we say we're collaborative, we are getting along, why do we have an outside person coming in and doing it for us.

Researcher: So the training, that would have just been board training for the school board, it wasn't like a joint association/board training program that you went through together with somebody else.

Respondent: No it's separate. Uni-Serve does theirs and the New Jersey School Boards does theirs. We've never had a joint one together.

Researcher: Now, again, you're in your second negotiation, or your successor agreement and now so when you came you
kind of initiated this collaborative-type process for your first session, your first negotiation, do you get a sense of what the tone of negotiation was your first time versus with previous administrations? Did you get a sense from the teachers, I mean you weren't here so I don't know anecdotally what you might...

Respondent: When I came in, no one had a contract. Any, any of our units. The custodians, the secretaries, administrators and the teachers. There were no contracts. And so the feeling at that point in time was one of great animosity. I mean they were just not talking. And I came in and took one union at a time and kind of, the same thing I always do, "What do you view as a stumbling block, what are your major stumbling blocks?" and communicated that back to the board. It was successful, I feel, obviously, in getting each of the units settled, you know, to come to common ground. But I think they needed an outside person, I mean, I may have just walked into something that was fortunate for me. I was the outside person. I had no history here, they didn’t feel threatened by me so both sides looked at me as a neutral person. I wasn’t but I was viewed that way because I came in not knowing what either side, any of the issues that either side were carrying into that negotiation. And so we settled. Now, we knew at that
point that the contract, even when we settled it, it would take three to four more contracts to get it where it needs to be. And it's basically, it's the steps, the guide. The guide is problematic, because there was a point in time when the association was permitted, whatever amount of money was agreed upon, the association was permitted to put it anywhere on the guide they wanted to. That has since proven to be a real stumbling block to have guides that you can work with year after year in successor agreements. So that's still a stumbling block right now because there are people on the guide who thought they were going to make this huge jump and then found out in the last negotiation it didn't happen. So a small portion of them have resentment about that and they had anticipated and they took lesser thinking that down the road they would get more. It didn't happen and so they were angry, very angry. And that's our stumbling block right now. But we're getting past it, I think we're getting past it soon. Not next week but I know it's a constant and we can't fix it in one sitting. It's going to take, maybe another contract before it really levels off and those gaps are not as obvious.

Researcher: Are you at the table for all the negotiations?

Respondent: Yes.
Researcher: With your attorney and board members?

Respondent: Yes.

Researcher: During negotiations, during the actual negotiation process itself, when you are at the table, how is information shared between the parties, whether it be salary data, benefit data, instructional time data? Is it shared openly? Is it...

Respondent: Pretty much shared openly. I mean there's a lot of things that happen in between meetings. Each representative, if for example, if the association requires additional information that was not available, for what we need to look into a little bit more. There was a thing about medical benefits recently, they needed more information about that, they'll stop negotiation, I mean we'll get as much done as we can, that'll be a question that's left and then our side will look into it and then get back to the association before our next meeting. Say "We'll come back to you with all the information that you require." And that's the same thing, so it's pretty reciprocal, when each side needs more information it's provided at the following meeting.

Researcher: And again, you said you had a board attorney and a Uni-Serve representative negotiating. How did participants communicate during the session. Was it
primarily through the main spokesperson or was there open communication amongst any member?

Respondent: It's primarily the spokesperson for each side doing the talking. But we never, we've never limited to those two. I could speak, somebody else could speak, a question can be raised toward a person on the committee. It's not so stringent that you can't do that. It's usually discouraged, I mean I'm not saying that as you usually use "discouraged", it's like we prefer keep the dialogue going between the two parties, and then recess, and then, you know, if we have anything to add, then bring it back, because it can get a little unruly if you kind of let everybody speaking out, but the negotiating sessions are relatively orderly. There might be a question and another board member will say, for example, our board member may say to our attorney, "May I speak?." We do do that, and that's usually a sign that, "Not now" or "It's fine." Most of the time it's fine. But if the board attorney feels that might implicate you into something or might not be the right thing to say, you might want to hold off on that, like you have an opinion about something, a question about something that would be best said in the caucus. But for the most part we've allowed the other side to speak, but generally it's one-to-one.
Researcher: How satisfied would you say you are with a collaborative process for bargaining, even if it's not the textbook model for collaborative bargaining, per se?

Respondent: Well, I'd be a proponent for that. I mean, I think that, that's the way it needs to be. It doesn't have to be adversarial. Both sides need to understand the limitations. We need to hear each other. And if you get that level of respect from both sides, I think you can make much more progress. Otherwise you just create a very hostile environment. Because it ends up affecting the morale of all the teachers because of the information going back to the membership, which has been another issue. What information goes back to the membership? That's a big issue right now. We don't know. And the board feels very frustrated when they have no control over disseminating information back to the association. The association reps can go back and say whatever they want, and they can give whatever tone they want. But generally, I would be a proponent of a collaborative approach because I just think, I think it's a better way to go. Respect each side, that's what I try to do behind the scenes. There are times, you know, when push comes to shove that this isn't going to happen. I mean they can tell you they want ten percent and I might believe in my heart that they do, they
do deserve ten percent, but it's never going to happen because the funding is just not there. So we can kind of explain that to them, everything's out there, nobody's trying to take anything away from them, but it is the better way to go.

**Researcher**: Would you see moving more toward a more formalized collaborative process, like with more like the open discussion meetings and no attorneys or Uni-Serve reps or anything like that somewhere down the line?

**Respondent**: I would like to see that. And I think that ...I don't think my current board would be adverse to that, well maybe they would, I shouldn't say that, I mean they wouldn't be totally against it. They would be open to listen because that's how they would like to do things. But they're living in the shadow of a previous board and that's a problem for us right now. Because that was a different situation, the previous board called the shots, the previous board (inaudible). It works both ways. If you really want the collaboration, you've got to be willing to have a give and take. And the nature of that first board, the previous board, was not that at all. They kind of saw their role as "power-over", as opposed to "power-with."
Researcher: Anything else you'd like to tell me about your experience with these negotiations or this process?

Respondent: Well, it can be very daunting, it really can be, because I think what both sides ultimately have to understand is what their limitations are. And that's a hard, that's a hard concept to get across because we have S-1701, we have budget limitations, we have a community, we have a bond referendum, we have taxes. You have variables out there that we can't really control. And you're with the bargaining unit, we're bargaining and as much as we want to give the teachers, what we may in our hearts truly feel they deserve, there are limitations beyond our control. In the collaborative approach, hopefully would allow both sides to see that and come to a better compromise, as opposed to a feeling that we're just going to get the most for the least.

Researcher: Ok. That's it. Thank you.

Summary

The purpose of this study is to determine what impact the collaborative process of collective bargaining has had on school district negotiations in Bergen County, New Jersey and to identify conditions that will assist other districts and associations contemplating using this process. The research was conducted by initially sending a
survey to determine how many districts in Bergen County have used the collaborative process.

As indicated above, only 12 of 76 districts in Bergen County responded to the survey indicating they have used a collaborative process to negotiate a contract, although all of the 12 indicated they would use the process again. The follow-up research with three of the four administrators from the districts that agreed to participate contained similar themes. Each of the three was a relatively new superintendent who came into the district, and subsequent contract negotiation during or after one that was very adversarial in nature. Each of the superintendents interviewed indicated their desire to move the negotiation process to a more collaborative approach, even if it wasn’t the more formalized collaborative bargaining referred to in the research in Chapter II.

The fourth administrator who participated in the follow-up research represented a district that used the more formalized model during the last three or more contract negotiations. He indicated that both the teacher association and district administration were satisfied with the outcome of the process—both for negotiations and ongoing contract administration.
In Chapter V, the researcher will look more closely at what this data means, recommendations for further study and any implications this has for district policy.
CHAPTER V
SUMMARY AND RECOMMENDATIONS

Introduction

The purpose of this study is to determine what impact the collaborative process of collective bargaining has had on school district negotiations in Bergen County, New Jersey and to identify conditions that will assist other districts and associations contemplating using this process. Both quantitative and qualitative data was used to determine which districts in Bergen County have used a collaborative process and identify any common conditions that would be helpful to other districts. However, before attending to the research questions stated in Chapter 1, it’s important to look at the qualitative data gained from the interviews with the district administrators.

Collaborative bargaining is defined in Chapter I as a negotiating process whereby participants address bargaining by focusing on issues and open dialogue instead of positions and measured proposals. (p.16) More formally, in Chapter II the researcher presented detailed information about how this type of process is used in negotiations. Often referred to as “win-win” bargaining, it is traditionally characterized as having a strict set of criteria, focusing on issues (not positions), open dialogue and sharing of information and a more limited time-frame
for the conclusions of negotiations. In the questionnaire that was distributed to all Bergen County districts, the researcher attempted to clarify the understanding of collaborative bargaining by including a brief contrast between traditional and collaborative bargaining, as seen in Table 2.

Table 2.

Elements of Traditional and Collaborative Bargaining

<table>
<thead>
<tr>
<th>TRADITIONAL BARGAINING</th>
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</tbody>
</table>

Four district administrators agreed to participate in the follow-up interview, however only one appears to have used the collaborative process as described in the literature in Chapter II. Although this will be addressed in more detail in response to the research questions, it is pertinent to note that even those districts that did not meet the formal criteria for a collaborative bargaining, they maintained a perception of having used a collaborative process in their negotiations.

Research Questions

Guiding the questionnaire and the follow-up interviews
were the following research questions:

Primary question. Does the collaborative process of negotiations, as defined, present a viable option for school districts in their collective bargaining with their educational associations?

Secondary questions. The following questions were used to gather specific details related to responses to the primary research question:

1. What are the factors that impact the collaborative process?
2. Do the previous negotiations between the participants have any impact on the collaborative process?
3. What effect does training have on the process?
4. What is the effect on future negotiations in school districts where the collaborative process was used?

In order to answer these questions, the secondary questions will be addressed first, as they will be able to place the response to the primary question in the proper context.

1. What are the factors that impact the collaborative process?

In the nine districts that answered question 11 on Form B of the survey (Who initiated the idea for a collaborative bargaining process?) the response was either
the School Board, School Administration or the Teacher's Association and the School Board. None of the nine districts reported that the teacher's association alone was the initiator of the process. This was supported by the follow-up interviews with the district superintendents who, in each case, was the one who initiated the idea of using a collaborative process. This appears to be consistent with the approach of the teacher's association who appear reticent to encourage this type of process. For example, of the 12 individuals who responded on Form B to question 2 (Your position in the district.), only 3 identified themselves as Teacher Association Representatives, and none agreed to participate in the follow-up interview.

Similarly, when the researcher was engaged in negotiations with the teachers association in his place of employment, also a Bergen county school district, the representatives of the association were consistent in stating that although they were committed to a positive approach to negotiations with the board, they were not willing to participate in any win/win style of negotiations.

In addition to being the one who initiated the possibility of collaborative bargaining, another similarity among the three superintendents interviewed was their desire to establish a collaborative atmosphere and their
ability to follow-through. Each superintendent described this approach in different, yet similar contexts. Respondent 4 states that "I think it's just my nature. That's how I've always operated my schools." Respondent 2 stated "Yeah, I've used it [collaborative process] before, but I've always based it on building the relationships initially. If you build the relationship, the collaborative model can work." Finally, Respondent 1 stated "I think the collaborative type process is the way to go. As opposed to one person from each [side] deciding what they could negotiate and what they couldn't and making those decisions unilaterally." In each case, it appears, the superintendent identified a situation that was problematic, and attempted to address and change that situation as they arrived at the district. In two of the three situations referenced above, the superintendents specifically stated that this was how they generally did business, regardless of what prior role they may have had in a district. In short, the collaborative process was not something they picked up to fix a problem but rather their normal method of doing business.

One factor that doesn't appear to influence the use of the collaborative process is the District Factor Grouping (DFG) of the district. Of the twelve districts that
responded that they have used the collaborative process, six of the eight DFGs were represented, including one each from DFG B (second lowest) and DFG J (highest).

2. Do the previous negotiations between the participants have any impact on the collaborative process?

A common characteristic to each of the districts prior to implementing a form of collaborative bargaining, was the existence of poor relations between the district (board and/or administration) and the teacher’s association. Although eight of the twelve respondents on Form B described that relationship as being "Cooperative", all four districts interviewed actually used terms that portray a different atmosphere. Phrases such as "horrific" (Respondent 1), "adversarial" (Respondent 2), "a little strained, to say the least" (Respondent 3) and "the district was in turmoil" (Respondent 4) indicates that it may not have been as cooperative as it appeared in the answer to question 2 of Form B, despite the fact that three of the four districts interviewed had responded that the relationship was cooperative. In each case, even in the district where the process was used for a number of years, the intent on the part of the district administration was to improve the relationship between the parties in order to have a more successful negotiation.
3. What effect does training have on the process?

As stated in Chapter II, a joint training program is usually listed as one of the consistent characteristics of a collaborative training process. During this training, all the participants are exposed to the theory behind collaborative bargaining, as well as having the opportunity to practice some of the skills.

Although 12 districts in the study indicated they used a collaborative process, only 3 of those districts responded on Form B that there was training for both the Board and Association. In fact, only one of the districts that participated in the follow-up interviews had training similar to what is described in the literature. That district (Respondent 3) also used other aspects of the collaborative process as described in the literature, such as no outside spokespersons, openness of information and communication proposals that focused on interests, not positions. The other three districts had training, however, conducted in the format more consistent with adversarial bargaining whereby the district personnel received training from the school boards association and the teachers association, if they received it, were trained by their statewide organization.

However, this data is still meaningful in that it
highlights the importance of a joint training program if a
district intends to move to a more formalized collaborative
process. As stated above, although individual
superintendents may work to have a more collaborative
(harmnonious) process, changing to a collaborative model
takes training for both sides to understand what the new
way of doing business will be. As the representative in
Interview 3 pointed out, they had training delivered by an
outside organization (Cornell School of Labor Relations) to
both sides where they had the opportunity to understand the
theory behind the process and practice it out in a non-
threatening environment. If a district hopes or plans to
move beyond just a collaborative approach toward a
collaborative model, it appears that a formal training
program for both sides would be a critical part of the
planning process.

4. What is the effect on future negotiations in school
districts where the collaborative process was used?

In the one district (Respondent 3) where the
collaborative process has been used for a number of
negotiations (approximately three times), the impact of
that first time appears to have been significant. In that
district, the atmosphere in the prior negotiation, as
described by the director, was "strained." In an attempt
to establish a more positive atmosphere, the district administration and teachers association agreed to give the collaborative model a try. The fact that each side was taking a risk is evident in that they "decided to at least give it a try, and then with the agreement that if the process didn't work, that during the actual sessions, that either party had the right to go back to adversarial bargaining" (Respondent 3). This district took a chance on the collaborative process, and since that time, have not returned to the adversarial model.

For the other districts that used a collaborative approach, it appears they have taken an important first step, although some of the benefits can already be seen. All three superintendents stated in the interviews how they attempt to incorporate the collaborative model into their day-to-day relationship with the associations. For example, Respondent 4 refers to a style of management as "power-with...working with your constituents". Respondent 1 references the lack of grievances since starting in the district and using this mode. Respondent 2, a more experienced administrator, went into more detail by describing how they were able to use a collaborative approach when addressing an early retirement issue prior to starting the collaborative bargaining process. Whether
or not this positive atmosphere is related to the collaborative approach used by the superintendent or other factors (e.g. newness of the superintendent) remains to be seen. In addition, whereas the district that has used the more structured collaborative model has a longer track record of success, there is also in that district a longer record of consistency of administration, with both the superintendent and director of human resources having been in their respective positions for over 20 years. In the other districts, all were relatively new and one has already announced plans to leave in December, 2005.

Subsequent negotiations in the district, especially if there is a change in administration, will provide a better indication of the collaborative approach was dependent on the management style of the administrator or if it was incorporated into the institutional culture.

This leads, then to the primary research question: Does the collaborative process of negotiations, as defined, present a viable option for school districts in their collective bargaining with their educational associations?

The "short" answer to this question is yes: the process has demonstrated itself to be a viable option for school districts in Bergen County, New Jersey. In the less formal approach (Interviews 1, 2 and 4) the districts took
initial steps to move toward a collaborative model. In all three cases this seems to have been introduced by new superintendents who came into districts where the previous negotiation was more contentious. This study cannot determine if there was a causal relationship between the previous negotiations and the selection of the new superintendent. However, where there has been a history or contention between the Board and Association, the collaborative process, as articulated in the three interviews, improved the situation.

This, however, leads to a second point, that is that a change to a collaborative process may not happen "overnight." In the instances where there is a history of mistrust, moving more slowly toward a new relationship may be an approach that is effective. All three superintendents interviewed emphasized that they try to build communication and relationships with staff, prior to, during and after collective bargaining. Although it is the Board of Education that is ultimately responsible for a negotiated settlement, the administrators in the districts, especially smaller districts, have an important impact on the culture that is established in the schools. All superintendents emphasized their desire and willingness to establish open communication with staff.
Another factor to consider is that if a negative tone has been set in prior negotiations, both sides need to have a desire to make a change. All the representatives of the district interviewed indicated that due to either the "horrific" or "strained" relationship that existed, both the teachers association and the Board or Administration wanted to make sure the process was more positive. This is also consistent with the researcher's district where, although the collaborative model was not embraced, both sides specifically articulated a desire to improve the way negotiations were conducted.

A final lesson to consider is that the collective bargaining process is connected and influenced by the relationship that exists between the parties on a day-to-day basis. Neither administrators nor teacher representatives will be able to move back and forth between a confrontational style and a collaborative one. In the interviews with the superintendents, all three provided descriptions of a relationship that was based on mistrust prior to going into the collaborative bargaining process in the past. Once a new approach is identified, and tested in small but meaningful ways, trust starts to build and the foundation exists for a more formalized process.

Recommendations for Future Study
This study was able to start to address the relevance and applicability of the collaborative bargaining process in school districts in Bergen County, New Jersey. In order to obtain data about how often and how effectively the process has been used, the researcher sent three copies of a survey to all 76 Bergen County districts. One copy was sent to each Superintendent, Board President, and Association President. When the name of the individual was known, it was mailed directly to them. If the name was not known, it was sent to the position in the care of the local Board of Education.

Although there was a total return of 51 responses representing 36 school districts, only 13 (25.5%) were completed by Association representatives. Of the 12 responses from districts that have used the collaborative process, 3 were completed by Association representatives, but none agreed for a follow-up interview. In order to get a more complete picture of the use and effectiveness of the collaborative process, more research would have to be conducted with the cooperation of the local, county or state teacher's association so that comments and perceptions of district board members of administrators could be discussed in a more rounded context. This however, is entirely within the scope of how committed to
the research the teacher associations might be.

A second recommendation for further study is to return
to the districts that participated in this study to see
what happens in the future. Based on the information
presented above, one or more of the districts could be
followed to see if there was any movement toward the more
formalized collaborative process, as it was presented in
Interview 3. The research might also identify if there was
any turnover in district administration, and if so, what
impact, if any, it had on future negotiations. Finally, in
each of these districts, has there been any sustained
change in how the association and administration/board
interact on a day-to-day basis.

A third recommendation for further study would be to
research the districts who have not tried a collaborative
process for negotiations. The data presented by the
administrators who have used the process and participated
in the follow-up interview indicates that when some type of
a collaborative process is used, the results have been
positive. Although as noted above, additional follow-up
would need to occur to determine long-term effects of the
process, the preliminary results appear very positive. The
question to be studied, then, given the successful
implementation of the collaborative process, why is it that
in the course of this research, over 66% indicated they have not used a collaborative process?

Policy Implications

A final area to look at is what implications this has for two influential organizations in New Jersey, the New Jersey School Boards Association and the New Jersey Education Association. Training programs that are conducted by both these organizations focus on the traditional or adversarial approach to negotiations. Further research can be done in this area to see if these influential organizations have the ability or desire to foster a change as to how negotiations are conducted in school districts throughout the state. As articulated by the four administrators who participated in the follow-up interviews, the collaborative approach in negotiations is linked to the collaborative relationship that exists between the parties throughout the contract period. The possibility exists, therefore, for the both organizations to work with their parties to foster an approach that, based on certain experiences, seem to be successful.


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APPENDIX A

COLLABORATIVE BARGAINING SURVEY
COLLABORATIVE BARGAINING SURVEY
FORM A

The purpose of this questionnaire is to identify those districts that have used a collaborative bargaining process to negotiate a collective bargaining contract between a school district and teacher union/association during the last eight years.

Shown below is a summary chart that illustrates the broad characteristics of both traditional (adversarial) bargaining and collaborative (alternative) bargaining. The latter may also be referred to as “win-win”, “interest-based” or “mutual gains” bargaining, among other terms.

<table>
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<td>Goal is to have negotiations completed in a short, specific time frame.</td>
</tr>
</tbody>
</table>

This research is being conducted for partial completion for a doctoral program. All results are confidential, and no one will be contacted as a follow-up to this research without their explicit authorization.

Has your district participated in the collaborative bargaining process during the last eight (8) years?

Yes  No

If No – please return this sheet in the stamped, self-addressed envelope enclosed with this survey.

If Yes - please complete the attached Form B and return it in the stamped, self-addressed envelope enclosed with this survey.
**COLLABORATIVE BARGAINING SURVEY**  
*Form B*

**BACKGROUND INFORMATION (Please select the most appropriate response)**

<table>
<thead>
<tr>
<th></th>
<th>District Factor Group:</th>
<th>(List DFG's)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Your position in the district</td>
<td>School administrator</td>
</tr>
<tr>
<td>3.</td>
<td>How many times has your district used this process in collective bargaining?</td>
<td>First time</td>
</tr>
<tr>
<td>4.</td>
<td>Was this contract ratified before the expiration date of the prior contract?</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>Was your previous contract ratified before the expiration date of the prior contract?</td>
<td>Yes</td>
</tr>
<tr>
<td>6.</td>
<td>If this contract was not ratified before the expiration date of the prior contract, when was it ratified?</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>How did this ratification date compare to previous and/or subsequent ratification dates?</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Have you had a job action (e.g., work-to-contract) by union/association members before the expiration of the previous two contracts?</td>
<td>Yes</td>
</tr>
<tr>
<td>9.</td>
<td>Are you willing to use this process again?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**PROCESS INFORMATION (Please select the most appropriate response)**

<table>
<thead>
<tr>
<th></th>
<th>How would you describe the relationship between the Teachers Association and the School District prior to the implementation of collaborative bargaining?</th>
<th>Cooperative</th>
<th>Reserved</th>
<th>Adversarial</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>Who initiated the idea for a collaborative bargaining process?</td>
<td>School Board</td>
<td>Teachers Association</td>
<td>School Administration</td>
</tr>
<tr>
<td>11.</td>
<td>Did the bargaining committees have training prior to starting the process?</td>
<td>Yes</td>
<td>For Board and Association</td>
<td>Yes</td>
</tr>
<tr>
<td>12.</td>
<td>If there was training, indicate the total number of hours.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(figure continues)
<table>
<thead>
<tr>
<th>14. If there was training, was there 100% participation of bargaining team members?</th>
<th>For the Board? Yes or No</th>
<th>For the Association? Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. How would you describe the outcome of the negotiating process?</td>
<td>We achieved our primary objectives</td>
<td>The other side achieved their primary objective</td>
</tr>
<tr>
<td>16. Are you willing to participate in a follow-up interview as part of this research?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**COLLABORATIVE BARGAINING SURVEY**

**Form B (continued)**

**ADDITIONAL COMMENTS** (Please use this space for additional comments for questions 10-16)
APPENDIX B

JURY OF EXPERTS RECOMMENDATIONS
March 24, 2005

Brian Bulger
75 Linden Avenue
Verona, NJ 07044

Re: Collaborative Bargaining Survey

Dear Brian:

I have reviewed the collaborative bargaining survey that you forwarded to me. I think the survey is very well done. There are few changes that I would consider. They are:

1. Form A limits districts to collective bargaining that has taken place over the last five years. My concern here is that because typically public sector education collective bargaining agreements are three years in duration, you may lose the opportunity to capture collaborative bargaining experiences that took place only two rounds of bargaining ago. Therefore, I would recommend that the survey be expanded to eight years.

2. In Form B, I would recommend adding a question after No. 5 asking:

   If this contract was not ratified before the expiration date of the prior contract, when was it ratified?

   How did this ratification date compare to previous and/or subsequent ratification dates?

3. In the “Open Ended Interview Questions,” I would consider adding a question asking:

   What led the parties to consider utilizing a collaborative process?
I think his will be a very interesting subject and would appreciate seeing the results of your efforts. As I indicated to you in our telephone conversation, in the early 90's the Tenafly Board of Education and Tenafly Education Association engaged in a collaborative bargaining process with a facilitator from Cornell. Unfortunately, I was not involved and do not have any information that I can share with you. Additionally, I believe in the last round of bargaining at the Princeton Board of Education, which culminated in a strike, the parties engaged in a collaborative bargaining process.

If you would like to discuss this please don't hesitate to call me. I will be in my office all day today and possibly tomorrow or you can reach me at home over the weekend (908) 439-3610.

I hope you and your family have a very happy holiday.

Very truly yours,

Robert T. Clarke
Hi Brian:

Carmen asked me to comment on your research project. I’m happy to add my two cents. Please understand that my response does not imply that NJEA has “endorsed” your study in any way. While we are interested in this topic, we have studied it through the years, and would be interested in your research. I am not authorized to endorse any research project on the part of the association.

> Your questionnaire is pretty good. Item #6: the term “job action” can have multiple meanings. Perhaps you can define this better – and/or folks could identify what the job action was.
> Interviews: How many individuals in each district will you interview? All of the bargaining team (board and association)? Make sure the Association leaders you select actually participated in the bargaining, not just an officer who had nothing to do with bargaining. All respondents/interviewees in the collaborative group should have participated in the traditional and collaborative process to make comparisons between the two processes.
> Find out who did the training. What was the training? You don’t want to be comparing apples and oranges when you draw conclusions about the training and the success of the process. Or, narrow the field to an established training/consultant group that has considerable experience in this kind of training and collaborative process.
> Sample size: I think you need more than 2 and 2 districts to draw any kind of conclusions. Also, districts must have similar characteristics to be compared.
> Focus Groups: While your interview is OK, you might want to think about doing four STUCTURED focus groups – one of board members participating in the collaborative process, one of association members participating in the collaborative process, one of board members participating in the traditional process, one of association members participating in the traditional process.

Please feel free to contact me if you have any questions.

--- Original Message ---

From: Carmen Gonzalez-Gannon
Sent: Wednesday, September 15, 2004 2:17 PM
To: Rosemary Knab
Subject: FW: Dissertation Info

Dear Rosemary,

As discussed I am enclosing the information I’ve asked you to review… I really appreciate it… Thanks, Carmen
Carmen Gonzalez-Gannon
NJEA Unit 63
6 Prospect Street
Midland Park, NJ 07432-1632
Telephone: 201-444-4550
Fax: 201-613-9138
cgonzalez@njea.org

--- Original Message ---
From: Brian M. Bulger [mailto:bbulger53@comcast.net]
Sent: Thursday, September 09, 2004 9:18 AM
To: Carmen Gonzalez-Gannon
Subject: Dissertation Info

Carmen,

Once again, thanks for your help with this. The attached files have the cover letter and the survey for review. I'll speak with you next week - have a good weekend.

Brian

*This message does not necessarily reflect the position or policy of the New Jersey Education Association or its affiliates. The individual who sent this message is solely responsible for its content. This e-mail, including attachments, may contain information that is confidential, and is only intended for the use of the individual or entity to whom it is addressed.

9/17/2004
September 13, 2004

Mr. Brian Bulger
75 Linden Avenue
Verona, NJ 07044

Dear Mr. Bulger,

As you requested, I have reviewed your survey and found it to be quite comprehensive. I have only two minor suggestions.

1. I suggest that you use the same directions on Form B in the Background Information and Process Information sections. The directions in the Background Information section indicate, "Please circle the appropriate response." You might want to use the same language in the Process Information section request that the person circle the most appropriate response.

2. In the Process Information Section, #8, you might want to consider an alternative to the word congenial. The word congenial could be applied to both cooperative and adversarial. If you are trying to connote something between cooperative and adversarial you might want to consider something like vacillating between cooperative and adversarial.

I hope these minor suggestions are helpful to you. Please do not hesitate to give me a call. Good luck - I look forward to working with you.

Sincerely,

[Signature]

Joseph P. Lupo, M.D.
Assistant to the Superintendent
For Human Resources

145 Spring Valley Road • Paramus, NJ 07652-5990 • (201) 261-7800 • Fax (201) 576-9180
APPENDIX C

COVER LETTER AND INFORMED CONSENT
June 1, 2005

Dear Superintendent, Board Member or Association Representative,

Researcher’s Affiliation with Seton Hall University
The researcher is a doctoral student at Seton Hall University in the College of Education and Human Services. The researcher is requesting your voluntary consent to participate in this survey to be used in the completion of his dissertation for his degree in Educational Administration and Supervision.

Purpose of Research
The purpose of this study is to determine what impact the collaborative process of collective bargaining has had on school district negotiations in Bergen County, New Jersey and to identify conditions that will assist other districts and associations contemplating using this process. The title of the dissertation is The Impact of the Collaborative Bargaining Process in School Districts in Bergen County, New Jersey.

Duration of Participation
In order to complete this study, the researcher is requesting the participation of individuals from Bergen County school districts who have utilized the collaborative process in their negotiations. If the respondent has used the collaborative process, there is a brief survey to complete which should take between five to fifteen minutes to complete. If the respondent is willing to participate in a second level interview as a follow-up to the survey, the interview should take between thirty minutes to one hour to complete.

Procedures
The survey will be mailed to all school districts in Bergen County, New Jersey. The survey consists of two parts. The first part contains 14 questions that provide background and process information about the district and the bargaining process. This will include questions relating to socio-economic factors of the district, as well as information about the atmosphere in the district prior to bargaining. Also included in this first part is a question asking the participant if he/she is willing to participate in a follow-up interview as part of the research.

The second component of the survey is an interview with open-ended questions that will allow the researcher to gain a deeper understanding of the bargaining process as it existed in the district. With the subject’s permission, this interview will be audio-taped so that a complete transcript of the questions can be completed for the study. The subjects will have access to the tapes, as well as a complete copy of the transcripts for their review.

Instrument
The survey consists of questions concerning the background of the district (“How many times has your district used this process in collective bargaining?”) and the process used in bargaining (“Who initiated the idea for a collaborative bargaining process?”)

Statement of Voluntary Participation
Only those individuals who volunteer will participate in the survey. Participants may withdraw from the survey at any time.

[Signature]

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ENRICHING THE MIND, THE HEART AND THE SPIRIT
Anonymity
The subjects will remain anonymous throughout the study. The research surveys will be coded in order to maintain the anonymity of the subject. The key to the code, as well as the results, will be maintained in a locked file cabinet in the researcher’s home office. No other individual will have access to this data.

Confidentiality
All raw data collected from the survey, will be maintained in a locked cabinet in the researcher’s home office.

Anticipated Risks
There are no anticipated risks or discomforts to the subjects due to their participation in this study.

Benefits
There are no anticipated benefits to the individuals who participate in the survey.

Compensation
As participation in the survey does not involve any risk, participants in the research will not receive any form of compensation for their participation and the need for medical treatment or referral is not warranted.

Alternative Procedures
As the research is non-medical in nature, there is no need for any courses of treatments for the subject.

Contact Information
The researcher may be contacted directly during the day by calling 201-670-2636. The researcher’s advisor, Dr. Anthony Collela may be contacted at Seton Hall University at 201-761-9389. The Director of the IRB may be reached at 973-313-6314.

Permission for Use of Audio Tapes
With your consent and for the purpose of accurately transcribing the answers to the questions for those involved in the follow-up interview, the researcher will use an Olympus Microcassette Recorder to tape the interview. Subjects will have the right to review all the transcripts for accuracy and request that it be destroyed. Once the study is completed, the tapes will be stored in a locked cabinet in the researcher’s home office.

In order to maintain your anonymity, consent to participate is indicated by returning the enclosed survey to the researcher in the stamped, self-addressed envelope provided.

Thank you for your time and consideration.

Sincerely,

[Signature]

Brian M. Bulger
Ed D. Candidate

College of Education and Human Services
Department of Education Leadership, Management and Policy
Tel: 973.761.9397
401 South Orange Avenue • South Orange, New Jersey 07079-2085

ENRICHING THE MIND, THE HEART AND THE SPIRIT
June 1, 2005

Dear Superintendent, Board Member or Association Representative,

Researcher's Affiliation with Seton Hall University
The researcher is a doctoral student at Seton Hall University in the College of Education and Human Services. The researcher is requesting your voluntary consent to participate in this interview to be used in the completion of his dissertation for his degree in Educational Administration and Supervision.

Purpose of Research
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Duration of Participation
In order to complete this study, the researcher is requesting the participation of individuals from Bergen County school districts who have utilized the collaborative process in their negotiations and indicated in an initial survey their willingness to participate in a follow-up interview. The interview should take between thirty minutes to one hour to complete.

Procedures
The interview will be conducted with those individuals who agreed to participate in a place of their choosing. The interview consists of open-ended questions that will allow the researcher to gain a deeper understanding of the bargaining process as it existed in the district. With the subject's permission, this interview will be audio-taped so that a complete transcript of the questions can be completed for the study. The subjects will have access to the tapes, as well as a complete copy of the transcripts for their review.

Instrument
The interview consists of questions concerning the reasons for using the collaborative process ("What led the parties to consider utilizing a collaborative process?") and the process that occurred during bargaining ("Describe how participants communicated with each other during the bargaining process.")

Statement of Voluntary Participation
Only those individuals who volunteer will participate in the interview. Participants may withdraw from the interview at any time.

Anonymity
The subjects will remain anonymous throughout the study. The interview transcripts will be coded in order to maintain the anonymity of the subject. The key to the code, as well as the results, will be maintained in a locked file cabinet in the researcher’s home office. No other individual will have access to this data.

College of Education and Human Services
Department of Education Leadership, Management and Policy
400 South Orange Avenue • South Orange, New Jersey 07079-0585

MAY 17 2005

IMU
0509

APPROVED

SETON HALL UNIVERSITY
Confidentiality
All raw data collected from the interview will be maintained in a locked cabinet in the researcher's home office.

Anticipated Risks
There are no anticipated risks or discomforts to the subjects due to their participation in this study.

Benefits
There are no anticipated benefits to the individuals who participate in the interview.

Compensation
As participation in the interview does not involve any risk, participants in the research will not receive any form of compensation for their participation and the need for medical treatment or referral is not warranted.

Alternative Procedures
As the research is non-medical in nature, there is no need for any courses of treatments for the subject.

Contact Information
The researcher may be contacted directly during the day by calling 201-670-2636. The researcher’s advisor, Dr. Anthony Cotella may be contacted at Seton Hall University at 201-761-9389. The Director of the IRB may be reached at 973-313-6314.

Permission for Use of Audio Tapes
With your consent and for the purpose of accurately transcribing the answers to the questions for those involved in the follow-up interview, the researcher will use an Olympus Microcassette Recorder to tape the interview. Subjects will have the right to review all the transcripts for accuracy and request that it be destroyed. Once the study is completed, the tapes will be stored in a locked cabinet in the researcher's home office.

Thank you for your time and consideration.

Sincerely,

[Signature]
Brian M. Bulger
Ed.D Candidate

Subject or Authorized Representative

Date

[Stamp] APPROVED
MAY 17 2005

College of Education and Human Services
Department of Education Leadership, Management and Policy
400 South Orange Avenue • South Orange, New Jersey 07079-2685