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COMMUNICATION AT THE TABLE: A CASE STUDY OF COLLECTIVE BARGAINING NEGOTIATIONS

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COMMUNICATION AT THE TABLE:
A CASE STUDY OF
COLLECTIVE BARGAINING NEGOTIATIONS

DISSERTATION

Presented in Partial Fulfillment of the Requirements for
the Degree Doctor of Philosophy in the Graduate
School of The Ohio State University

By
William Lewis Davis, B. A., M. A.

* * * * *

The Ohio State University
1982

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CHAPTER I

INTRODUCTION

Since the passage of the National Labor Relations Act in 1935, collective bargaining has been a significant factor in the economic life of this country. Over 25 million American workers belong to national/international or local collective bargaining units. Collective bargaining sessions determine wages, pensions, working conditions, etc. for all these workers. As such, the general public has a vested interest in the outcomes of negotiations.

While collective bargaining is important, we know very little about what actually occurs in bargaining sessions. Both labor and management have been highly secretive in the past. Negotiations are a private affair between the two bodies. That privacy is well-guarded, with little opportunity for first-hand observation by researchers. Some municipalities are adopting "sunshine laws," making collective bargaining negotiations more accessible to researchers.

Purpose and Scope

The purpose of the study will be to examine the negotiations between a southwestern Ohio school board and teachers' association. While the examination of one case might limit the amount to which one can generalize the study, the opportunity to utilize a complete set of private negotiations from initial session to agreement should compensate for the deficiencies in quantity of data.

The study will focus primarily on what occurred during the negotiation sessions. It will be concerned with the process of negotiations -- how the parties move through the negotiations to a final settlement.

To accomplish this purpose, the paper will examine various theories and research used to explain collective bargaining. Since the researcher is observing a collective bargaining group in its natural setting, a comparison of behavioristic and naturalistic approaches to research will be presented.
The basic justification for this study is that it offers an alternative to the often unproductive research of the past. Most bargaining research to date has centered on bargaining outcomes and effectiveness as dependent variables. Independent variables include those factors which affect outcomes, such as bargaining context, personality factors, cooperative and competitive behavior, and strategies employed in bargaining. The factors are often manipulated and the research has been limited too often to laboratory games played by college students.

Another whole group of research has been developed primarily in education. Using collective bargaining as the independent variable, this research focuses on the effect or impact of collective bargaining on a number of factors -- e.g., role of principal, school board, teachers; salary levels; quality of education and curriculum; and various groups' attitudes toward collective bargaining. The research is most often conducted using questionnaires and public records.

A fundamental assumption of this study is that collective bargaining is communication. As Ann Douglas states in her landmark study of negotiations, "With no perceptible instrument but the human voice, and without stirring from their seats at the table, they move and change position, to attain what they refer to as a meeting of minds" (Douglas, 1962, p. 8). Numerous researchers agree that communication is a requisite for negotiations (Grace & Tandy, 1957; Siegel & Fouraker, 1960; Stevens, 1963; Walton & McKersie, 1965; Smith, 1969; Morley & Stephenson, 1977; Theye, 1977; O'Toole, 1979).

While this paper will consider communication as an independent variable affecting the outcome of negotiations, communication will not be manipulated. Communication will be observed and recorded in a field setting. Bargaining theory that pertains to actual collective bargaining negotiations will provide a research model by which the researcher will examine the bargaining process.

By examining actual collective bargaining sessions, the paper will add to our very limited knowledge of what actually occurs in negotiations.

Why so little research in collective bargaining negotiations? The researcher would suggest three reasons: lack of opportunity, lack of researcher preparation, and lack of motivation or reward for the research.

Collective bargaining is difficult to examine. Because of its private nature, it is next to impossible to observe and record actual collective bargaining sessions. Other researchers have lamented on the difficulties of finding sessions to observe (Douglas, 1957; Lehman, 1967; Theye, 1977). The present researcher was turned down again and again -- by industrial organizations (including the researcher's employer), by municipalities, and by school boards, before finding a
school board and teachers' association that would allow him to observe and record their upcoming contract negotiations.

Researchers are also not prepared to research collective bargaining negotiations. Douglas says as much when she states:

Today's would-be observer of peacemakers and peacemaking, his training for research in all probability received in one of the formal sciences, carries no precedent from classroom, library, or laboratory to prepare him for what lies ahead for the parties, and for himself. Nor, as his problems become manifest to him, will he find solutions in conferring with his contemporaries in related fields; they ply an altogether different course . . . (1962, p. 9).

Because we know so little about actual negotiations, theory development has been slow and is viewed by some as being nonexistent (Mack & Snyder, 1957; Rubin & Brown, 1975). Lewis Coser suggests that young researchers have "superior research skills, but . . . a trained incapacity to think in theoretically innovative ways" (Coser, 1979, p. 110).

This lack of theory and opportunity results in the third hindrance -- lack of motivation to conduct research in such a limited area. Coser again:

In the world of scholarships, . . . not only the choice of technique but even the choice of the problem tends to be determined by what is quick and easy rather than by theoretical considerations or an evaluation of the importance of the questions that are raised. . . . Training the new generation (of researchers) not to bother with problems about which data are hard to come by, and to concentrate on areas in which data can be easily gathered, will result, in the worst of cases, in the piling up of useless information, and in the best cases, in a kind of tunnel vision in which some problems are explored exhaustively whereas others are not even perceived (Coser, 1979, p. 110).

This has been the plight of collective bargaining research. Because of the lack of opportunity, researcher preparation, and motivation, this all important area of research has gone essentially unnoticed.

While this paper will not cause a quick reversal of recent trends, it at least is one step in what would seem to be the right direction -- using a theory that is based upon actual negotiations to examine live collective bargaining sessions.
Organization and Procedure

Chapter II will give an overview of the various theories and approaches used to explain negotiations behaviors. Conflict, bargaining, and communication theories will be examined.

Chapter III will present a review of research methodologies used to examine collective bargaining. Game research, interaction analysis, experimental simulation, field surveys, and field studies will be examined.

In Chapter IV the negotiations between the Lewiston (code name) board of education and teachers' association will be examined. The study should provide a good example, since the negotiations encompass some 24.5 hours of negotiations over ten weeks.

Chapter V will summarize and evaluate the material presented and draw conclusions with respect to the applicability of the present study to other collective bargaining situations.
CHAPTER II

THEORETICAL RATIONALE

The purpose of theory is to aid in the explanation and prediction of some phenomenon (Kerlinger, 1973, p. 9). The theories commonly used to explain collective bargaining behavior are explicated in this chapter.

In order to more fully understand the bargaining process, it is necessary that we define the procedure. "Collective bargaining" is the negotiation for a settlement of the terms of a collective agreement by an employer and employee organization (Lehman, 1967, p. 2; Morley & Stephenson, 1977, p. 18). In turn, negotiation is "an occasion where one or more representatives of two or more parties interact in an explicit attempt to reach a jointly-acceptable position on one or more issues about which they are in disagreement" (McGrath, 1966, p. 101). Finally, bargaining is the process of negotiating for agreement (Morley & Stephenson, 1977, p. 26). For simplicity, the terms "bargaining" and "negotiation" will be used interchangeably in this paper.

One of the prerequisites of bargaining is that there are at least two parties involved. The bargainers represent constituencies, and their relationship with that constituency (management group or union) can dramatically affect events at the table. Harbison, when presenting four essential characteristics of collective bargaining, emphasizes this constituent nature of negotiations. He suggests that it is strictly a power relationship between organizations in which treaties are made and enforced (Harbison, 1966, pp. 61-63).

Interdependence, sometimes called "outcome dependence," is also fundamental to the bargaining process. Walton and McKersie define labor negotiations as the "deliberate interaction of two or more complex social units which are attempting to define or redefine the terms of their interdependence" (Walton & McKersie, 1965, p. 3). While one party attempts to achieve certain outcomes, those outcomes are only possible if the other party agrees to them. This creates both cooperative and competitive elements. To reach agreement, the negotiators' cooperative interests of believing they will gain more by negotiating than by not must outweigh their competitive interests of reaching a solution in their favor (Deutsch & Krauss, 1962, p. 53; Johnson, 1974, p. 64).
Not only is there an outcome dependence, the parties are dependent upon each other for information. Otomar Bartos contends that it is impossible to have a negotiation without having a certain degree of ignorance (1970, p. 46). The sharing of information is controlled by each party in an attempt to learn as much about the opposition's true interests without divulging too much of one's own interests in the process. This information dependence creates a dilemma -- one must trust the information the other party is communicating, but to trust is to risk a breach of trust. If the other party lies about its position, the agreement will be to that party's advantage. However, if one distrusts the other party too much, no agreement can be reached.

Finally, there is a time dimension to all labor-management negotiations. Because of the nature of unions and companies, the relationship did not begin with the conflict negotiations nor will it end with them. Ongoing and past contracts, and future negotiations will affect the present bargaining session.

Various theories have been used to explain collective bargaining negotiations. Among them are conflict theory, bargaining theory, and communication theory. None provide a totally adequate explanation of what occurs during collective bargaining sessions. Each of the theories will be discussed in the following sections.

**Conflict Theory and Collective Bargaining**

Inherent within any definition of bargaining is some conflict of interest. It is the basic ingredient of collective bargaining negotiations. If there were no conflict over the terms of the collective agreement, negotiations would be unnecessary. This "social conflict" requires communication. Jandt explains:

> Social conflict is communicative behavior. There can be no conflict without verbal and nonverbal communication. Humans define their relationships by communication, and a relationship characterized by conflict is a relationship -- hence, a form of communicative behavior (1973, p. 2).

Morton Deutsch defines "conflict" as incompatible activities and "competition" as incompatible goals (1969, p. 8). Moving in the same direction, Hawes and Smith differentiate between a prospective (goals) and a retrospective (activities) view of conflict (1973, pp. 423-424). In labor-management situations, both views of conflict are appropriate. The two parties have differing goals and incompatible activities.

Conflict theorists have developed a continuum of strategies or ways to deal with conflict. Depending on whether one views the conflict as
functional or dysfunctional, it can be placed at some point on the continuum.

At the dysfunctional end is conflict resolution. Resolutionists assume conflict is abnormal, something to be solved as quickly as possible; the norm for social interaction being cooperation. Carl Rogers is a proponent of the conflict resolution school and suggests that facilitative listening can aid in the quick resolution of conflict (1965).

Resolutionists also view conflict as a win-lose proposition -- if I win, you lose. Johnson and Johnson, for example, develop six strategies to ensure that the "opposition" loses while "I" win (1975, pp. 181-182). However, collective bargaining cannot result in one side winning while the other loses. Either both parties win with a good, working agreement or both parties lose. Smardon explains:

For very practical reasons, the objective (in collective bargaining) is to arrive at a fair agreement under which management and labor can continue to coexist. A settlement that is too good for management or too good for labor will cause trouble downstream (1976, p. 7).

At the other end of the spectrum sit the conflict maintenance group. These theorists treat conflict as being normal and helpful. The German scholar Georg Simmel, and his disciple, Lewis Coser, hold this view of conflict. Coser writes:

Groups require disharmony as well as harmony, disassociation as well as association; and conflicts within them are by no means altogether disruptive factors . . . . Conflict as well as cooperation has social functions. Far from being necessarily dysfunctional, a certain degree of conflict is an essential element in group formation and the persistence of group life (1956, p. 31).

Weick suggests a loss of valuable information results if one tries to suppress conflict (1969, pp. 103-105). Hawes and Smith contend that "maintaining conflict . . . guarantees a diverse and rich source of information" (1973, p. 425).

Moving toward center, one finds conflict management. Kenneth Boulding presented his concern about the conflict resolution view in a special issue of the Journal of Conflict Resolution.

I am not sure . . . that 'resolution' was the right word (for the title of the journal). Perhaps 'management' would have been better . . . . Conflicts are sometimes resolved in ways which are highly undesirable for one party if not for both.
Sometimes there is a need for protracting conflict and for keeping it unresolved, perhaps by diminishing its intensity and increasing its duration. Thus the more neutral word 'management' may better describe the objectives of our enterprise, though we are interested in looking at conflict from the point of view of both parties (1968, p. 410).

Conflict management assumes that while conflict can be dysfunctional, its presence can also benefit social interaction. Conflict should be managed or controlled rather than eliminated.

It is this functional view of conflict that is found in collective bargaining. Conflict is an inherent feature of the union-management relationships. Collective bargaining serves as a method to manage that conflict and assure an equitable balance of economic power.

**Bargaining Theory and Collective Bargaining**

One place where bargaining theorists and conflict theorists differ is in what they examine. Most conflict theorists look at conflict itself -- what caused it and how one can control it. Bargaining theorists look at the process of managing conflict as a means to reach a goal -- agreement (Brown, 1964, p. 50; Morley and Stephenson, 1977, p. 19). To this end, bargaining theorists have researched a myriad of variables affecting the bargaining process -- most notably goals and strategies.

Goals are normally defined as a party's range of acceptable settlements. Boulding refers to most preferred and least preferred points of acceptability (1962). Steven's conflict-choice model is based upon each party's equilibrium position -- that position which is more favorable to that party than the least favorable terms it would have been willing to accept (1963). Walton and McKersie's theory of subjected expected utility is premised on one's acceptable range (1965). Smith speaks of minimum and maximum disposition (1969).

If the bargaining ranges of both parties overlap, agreement can be reached. If not, the bargaining process will raise the maximum that one party is willing to give or lower the minimum that the other party is willing to take. Failure to do so, of course, results in no settlement.

Much bargaining literature focuses on the strategies used by the parties to reach agreement (e.g., Schelling, 1960; Stevens, 1963; Walton & McKersie, 1965; McMahon, 1969; Karass, 1974; Rubin & Brown, 1975; Druckman, 1977; Hamner & Yukl, 1977). Hamner and Yukl define a bargaining strategy as a series of tactics used throughout the bargaining process (1977, p. 138). There is an almost endless list of strategies one might employ. Karass gives 200 in *Give and Take* (1974).
Various tactics include threats and promises, whereas overall strategies might be such things as being tough versus soft, using exaggeration and misrepresentation.

Rubin and Brown indicate the importance of threats and promises when they write:

Promises and threats convey information about a bargainer's preferences and intentions. ... (B) by carefully observing the frequency, intensity, and timing with which threats and promises are made, the recipient can attempt to gauge the other's true preferences and intentions (1975, p. 279).

To assist this endeavor, Tedeshi operationalizes the terms into contingent and noncontingent threats and promises (1977, p. 160). A noncontingent threat or promise asserts "I will do X." A contingent threat or promise takes the form, "If you do (or do not do) X, I will do (or not do) Y." Schelling explains:

The distinctive character of a threat is that one asserts what he will do, in a contingency, what he would manifestly prefer not to do if the contingency occurred, the contingency being governed by the second party's behavior (1960, p. 123).

The examination of threats and promises in research is difficult. Noncontingent threats/promises are difficult to spot within negotiations, because they are commonly simple statements of fact. By taking the "if-then" form, contingent threats/promises would seem much easier to research. However, the contingent nature increases the difficulty of studying them.

One cannot judge the success of a threat; only its failure. Only in failure does one party actually invoke the threat. Also, unless stated, one cannot ascertain why the target chooses to avoid the threat or invoke the promise. Whether it is as a direct result of the threat or promise, one cannot say. Unless a threat or promise is carried out, the researcher cannot know whether the threat/promise was sincere or a mere bluff.

Beyond goals and strategies, bargaining theorists have examined what occurs in bargaining and how it occurs. Walton and McKersie have distinguished four subprocesses of bargaining: distributive bargaining, integrative bargaining, attitudinal structuring, and intraorganizational bargaining (1965).

Distributive bargaining is bargaining in which one party's gain is the others' loss. For example, in a wage dispute, if labor wins only at management's expense (i.e., labor gives nothing and management gains nothing), distributive bargaining has occurred. Money issues tend to fall within this definition.
Within distributive bargaining, Walton and McKersie identify tactics in two areas -- the parties' perceptions of themselves and the opposition, and the degree of commitment each party has. Each party assesses the opponent's position by observing direct and indirect clues; they conceal their own position by either maximizing or minimizing clues; and they alter the opponent's perception of his own position through tactical arguments and procedural tactics. The authors discuss the purpose and dimension of commitment tactics. The parties convey actual and apparent firmness, and positive and negative flexibility through communication.

Integrative bargaining refers to "the system of activities which is instrumental to the attainment of objectives which are not in fundamental conflict with those of the other party and which therefore can be integrated to some degree" (Walton & McKersie, 1965, p. 5). It occurs when the problem solution can benefit both parties, or at least one party's loss is not the other's loss. For example, class size is a problem in education. Limiting class size benefits both the school board (better education) and the teachers (more manageable class). The concept of integrative bargaining is similar to Deutsch's "constructive conflict" (1973, p. 17).

In a later writing, Walton and McKersie point out that the processes of distributive bargaining and integrative bargaining are very different: distributive bargaining involves "adamant, directive and controlled information processes," whereas integrative bargaining is "tentative, exploratory, and involves open communication processes" (1966, p. 381). Integrative bargaining is akin to traditional problem-solving processes, i.e., identifying the problem, searching for solutions or alternatives, and selecting the "best" alternative.

Attitudinal structuring is the socioemotional process in bargaining--how the parties develop trust, respect, friendship during negotiations. While integrative and distributive bargaining are task related, attitudinal structuring is people oriented.

Walton and McKersie present five relationship patterns along a continuum: conflict -- containment-agression -- accommodation -- cooperation -- collusion. These are similar to Harbison and Coleman's armed truce, working harmony, and partnership (1951). Walton & McKersie suggest the relationship pattern is determined by the context of the negotiations, the personalities of the negotiators, and the basic beliefs of the parties.

Finally, intraorganizational bargaining plays a significant role in the bargaining process. The bargaining within each party affects the positions each will take during the negotiations. Each negotiator is accountable to a constituency. Rubin and Brown demonstrate just how important the will of the constituency is:
... labor and management constituencies, and dependent audiences in general, often have the power to apply sanctions to their representatives when the latter fail to satisfy accountability requirements. In collective bargaining, such sanctions include removal of the negotiator from his role . . . reduced constituency support . . . , and damage to the bargainer's reputation" (1975, pp. 49-50).

This is similar to the "R" forces in McGrath's tri-polar model of bargaining (McGrath & Julian, 1962).


Douglas, over a ten year period, developed what Morley and Stephenson have called a normative theory of successful negotiations (1977, p. 38). Her theory of collective bargaining is predicated upon the idea that movement is an inherent feature of successful negotiations. She states:

The one conclusion which has survived with greatest hardiness throughout all surveys of the data is that movement, orderly and progressive in nature, stands out as the staid property of the collective bargaining situation which terminates in agreement (1957, p. 70).

It should be noted that Douglas observed collective bargaining negotiations that were being aided by a mediator. While mediation is a form of third-party intervention, the negotiating parties have the prerogative, at any point during the negotiations, to dismiss the mediator. As Douglas points out, "the mediator's function in rehabilitating a deteriorated situation cannot be properly understood apart from the main trunk of bargaining interaction onto which they are grafted" (1957, p. 70). The similarities between mediation conferences and collective bargaining outweigh the differences (Landsberger, 1955; Walton, 1969; Morley & Stephenson, 1977).

According to Douglas, there are two types of factors that motivate party negotiators. The first are personality or style factors. They remain relatively constant and unobtrusive throughout the negotiations. Walton and McKersie suggest these factors have direct impact on the relationship of the two parties (1965, p. 193).

The second are function-performing factors which reflect the person's responsiveness to demands from his constituency (1957, p. 71). It is Douglas' contention, based upon her observations of four mediation hearings over a span of two years, that "the bargaining process tends to
grant to the individuals at the conference table increasing degrees of release from institutional control over their bargaining behavior" (1957, p. 72). The representative nature of negotiators is corroborated by several writers (Walton & McKersie, 1965; Better, 1973; Klimoski & Ash, 1974; Smardon, 1976; Morley & Stephenson, 1977; O'Toole, 1979). Douglas contends it is the diminishing impact of the constituency over the span of the negotiations that gives them movement.

This movement creates the notion of distinguishable phases in negotiations. Each has distinguishing purposes and characteristics. Douglas gives a complete description of each of three phases — Establishing the Bargaining Range, Reconnoitering the Bargaining Range, and Precipitating the Decision-Making Crisis. Each is discussed below:

Establishing the Bargaining Range. The first stage has as its purpose the setting of outer limits of the proposals and counterproposals which follow. It is characterized by lengthy, prepared introductory statements which emphasize points of disagreement rather than agreement. There is strong criticism of the other party and lamenting that one's hands are tied by one's own party.

Douglas contends that the outwardly dogmatic and sometimes caustic remarks are necessary to ensure a good settlement in the end (1957, p. 73). The remarks are intended for the opposing party, not the negotiators.

It is important that negotiators not confuse party conflict with interpersonal conflict during this stage. Douglas states:

Antagonism between the parties is the lifeblood of this stage; antagonism between individuals at this stage would be highly detrimental as a precursor to the psychological activity which is to come to the forefront in the next phase (1957, p. 75).

Douglas is supported in her description of the opening moments of the negotiations by several writers (Dunlop & Healy, 1955, p. 56; Landsberger, 1955, p. 557; Campo, 1969, pp. 93-94; Rubin & Brown, 1975, pp. 267-268; Morley & Stephenson, 1977, pp. 290-293; Sloane & Witney, 1977, pp. 195-197). A descriptive analysis of what occurs during this phase is provided by the International Labour Organization:

The hard posture the parties generally assume during the initial phase may be shown in a number of ways — inflexibility, adamant defense of position, efforts to discredit the other side, out-of-hand rejection of opposing views, pointing to extreme examples for support. During this phase each party invariably considers that it is wholly right and the other side is wholly unreasonable or wholly wrong;
neither party can see or will admit any merit in any argument or proposition put forward by the other side. There may be not only antagonism but open hostility between the parties (1973, p. 77).

The opening phase is seemingly full of contradictions. The opening is friendly, then caustic; the demands are unrealistic, but no one takes them seriously anyway; antagonistic attacks are made, but they are directed toward the parties, not individuals; negotiators want to better the opposition, but desire a worthy opponent; and in a process created to manage conflict, conflict is deliberately created.

Reconnoitering the Bargaining Range. The purpose of the second phase is to explore those areas that hold promise of final agreement. The parties continue to show strong resistance while, at the same time, attempt to find a "hole" in the opposition's case. It is in this phase that Douglas contends the party's influence diminishes and the negotiations become more interpersonal than interparty. Negotiators no longer rely on outside sources for directives or positions. They become more autonomous (1957, p. 76-77).

As one tries to identify distinguishing characteristics of this stage in the negotiations, Douglas provides some assistance. She mentions that there is a deliberate attempt to both clarify and muddle the proceedings as the negotiators seemingly talk in circles (Douglas, 1957, p. 78). When comparing collective bargaining communication with that in other situations, Douglas says that, "unlike the models of communication which rate clarity and precision as top values, at the table indirection is willfully incorporated into the verbal system" (1962, p. 36). Walton and McKersie and the International Labour Organization concur (Walton & McKersie, 1965, p. 181; International Labour Organization, 1973, p. 83).

As the parties inch their way toward agreement, one detects that progress is being made by small, seemingly insignificant moves, such as one side acknowledging that it understands the views expressed by the other side. Even further, the parties may reach "tentative" agreement on a part or fragment of a single proposal (International Labour Organization, 1973, p. 83). Eventually, to be successful, they must move into a final stage.

Precipitating the Decision-Making Crisis. The purpose of stage three is the same as the overall purpose of the negotiations -- to come to a final, equitable agreement.

The pace of the negotiations begins to quicken (1962, p. 87), and there are "increasingly longer, ponderous caucus meetings and increasingly shorter, succinct joint meetings" (1962, p. 94). In this final stage, a number of alternative proposals are presented as the two parties search for just the right "package."
It is often a deadline or threat of a deadline that brings the two parties to this stage in the negotiations. According to Stevens (1963), the deadline is essential:

The important thing about the deadline is that it brings with itself an 11:59. Without a manifest and predictable deadline, there would only be a 12:00, and then it would be too late (1963, p. 101).

A friendlier tone is usually apparent. These final moments or meetings become more an exercise in cooperation and package design than in trying to make the other side lose or give in.

When is an offer "final?" Terms such as "final offer" or "this is our best one" do not necessarily say what they mean (Douglas, 1957, p. 80; 1962, p. 75). As Rehmus explains:

As any experienced negotiator knows, a fixed and unalterable 'final offer' is ordinarily a contradiction (of terms). This is simply because the parties' so-called 'final' offers frequently are not and will not stay final (1975, p. 78).

Douglas suggests that one does not know when the final offer is presented by listening to the words of the opposition. One know this is the end when he "has personally experienced the futility of seeking more" (Douglas, 1962, p. 42).

The final stage, if experienced, should result in an equitable agreement for both parties. Should the negotiations reach a stalemate before arriving here, they can result in a myriad of events -- strike, lockout, plant closing, mediation, arbitration.

While Douglas is not the first to identify a negotiation cycle, hers is the most developed. Stevens emphasized a shifting from interparty conflict to problems of cooperation and coordination (1963). Walton and McKersie speak of problem-solving and bargaining phases (1965). Walton, later, mentions integration and differentiation phases (1969). Morley and Stephenson, in testing Douglas' hypothesis, retained the essential content, but changed the names of the phases to distributive bargaining, problem-solving, and decision-making and action (1977).

Other explanations of bargaining behavior include: a bargaining paradigm in terms of satisfaction functions, the risk of conflict, estimates of the opponent's will to resist, and the value of risk taking (Pen, 1952); a conflict-choice model based upon individual behavior theory (Stevens, 1963); and a bargaining power model (Kuhn, 1964).
Since the late 1950's, communication has been viewed as a process and research has attempted to examine that phenomenon in process (e.g., Berlo, 1960; Miller, 1966; Brooks & Scheidel, 1968; Clevenger & Matthews, 1971). Research ranges from studies of communication interaction in various settings to in-depth ethnomethodological studies of "everyday life" occurrences.

While communication can be viewed as the essence of collective bargaining, the attempts to study communication in collective bargaining situations have been limited (Landsberger, 1955; Douglas, 1957; Lehman, 1967; Better, 1973; Theye, 1977; Morley & Stephenson, 1977; O'Toole, 1979). Most communication studies that would appear to have any applicability to collective bargaining have been examinations of problem-solving small groups. However, there are some major differences between collective bargaining and small groups.

First, and foremost, the goals of problem-solving and collective bargaining groups are quite different. In collective bargaining, managing the conflict between the two parties, not problem-solving, is the goal (McGrath and Julian, 1963, pp. 120-121). Morley and Stephenson further delineate the difference when they write that in problem-solving groups coping with the task leads to conflict, but in negotiation groups, conflict leads to coping with the task (1977, p. 259). While problem-solving can be an integral party of collective bargaining (Walton & McKersie, 1965), it is a means to an end and is only one part of the process.

A second major difference is that the conflict in collective bargaining is interparty, not interpersonal (Douglas, 1957; Vidmar & McGrath, 1967; Rubin & Brown, 1975). While the communication to be studied is of necessity interpersonal, the individuals are representing their respective constituencies. McKersie and Walton emphasize both the interpersonal and interorganizational experience of the bargaining process (McKersie & Walton, 1966, p. 414). Small group participants usually represent only themselves and need not be concerned with constituent pressures.

Another difference between collective bargaining groups and small groups is in the area of leadership. Small groups tend to have appointed or emergent leaders. In collective bargaining, there can be no overall leader because of the conflict nature of the negotiations. Neither party will let the other party have the upper hand. There are leaders of each party. However, those persons cannot assume leadership over the negotiations.
A similar situation occurs with the role one assumes. In collective bargaining the participants' roles are well-defined (Landsberger, 1955, p. 556), both within the negotiations and within the parties themselves.

A fourth difference can be found with participant involvement in the task. While problem-solving small groups often tackle issues that are significant to the principals, the negotiators in collective bargaining are inherently discussing a topic of great personal significance and one on which they are deeply divided (Landsberger, 1955, p. 556).

Another difference between small groups and collective bargaining groups has to do with communication intention. In small group communication, clarity is encouraged and the dysfunctional behavior of not being totally straightforward (hidden agenda) is discouraged. Not so in collective bargaining. Clarity is often deliberately avoided. Knowing that ones opponent is withholding information is viewed as an essential part of the game (Douglas, 1957, p. 36; Walton & McKersie, 1965, p. 181; Bartos, 1970, p. 46). Douglas explains the uniqueness of collective bargaining when she writes:

In the whole of human discourse I question whether there is to be found anywhere else a more extraordinary hybrid of efforts both to clarify and to muddle as the proceedings of a lively, healthy collective bargaining will yield (1957, p. 78).

Another component in collective bargaining negotiations that is not found in small group communication is the caucus. In small groups, the problem-solving or decision-making occurs after discussion by the participants. Not so in collective bargaining. What takes place at the table is a sharing of information and clarification of positions. The positions themselves are determined in caucus. Therefore, any real decision-making takes place as each party meets in private caucus.

A final difference worth noting is in the area of participation. In small group communication, the full and free discussion of the topic by everyone involved is encouraged. Small group literature is replete with suggestions on gatekeeping, bringing out the reticent individual, calming down the dominating person, etc. In collective bargaining, almost all the communication is among a very limited group of people, although there are almost always other individuals (party observers) in the room. Communication is limited to those people selected by the parties to be their spokespersons. Generally, the chief negotiators for each party do most of the talking. While communication is limited to those chosen representatives, their communication is not restricted.

For these seven reasons small group communication theory is not applicable to collective bargaining negotiations. To conclude that
communication theory, however, does not apply to collective bargaining would be a mistake. As stated earlier, the primary assumption of this paper is that communication is the very essence of collective bargaining. In the next chapter, those studies that have focused on communication in negotiations, rather than in other areas, will be examined.

Our review of relevant theories points to the bargaining theories that discuss bargaining process (i.e., communication) as having the most applicability to the present study. Bargaining theorists who study process are examining communication whether they know it or not.

The next chapter presents five different methodologies that have been used to research collective bargaining.
CHAPTER III

REVIEW OF LITERATURE

This chapter will examine the various approaches taken to research collective bargaining behavior and outcomes. Five will be presented: game research, interaction research, experimental simulation research, field surveys, and field studies.

Game Research

The research design most often used to examine bargaining behavior is game research. Modern game research is grounded in mathematical game theory and the assumptions created by the theory apply to the research.

Coombs, Dawes, and Tversky describe game theory as "the most elaborate mathematical theory that has been conceived and developed with an intended interpretation in the domain of the social sciences" (1970, p. 202). It is most often applied to an "analysis of conflict-of-interests situations among players who interact according to certain rules" (Tedeschi, et al, 1973, p. 22).

Rapaport draws the link to bargaining situations when he writes:

Thus, game theory, to the extent that it deals with games in which coalitions can form, includes also a theory of bargaining. If we view agreements arrived at in the process of bargaining as instances of conflict resolution, then game theory can be said to treat instances of conflict resolution also (1970, p. 3).

Two examples of laboratory games used extensively in game research are the Prisoner's Dilemma Game and Acme-Bolt Trucking Company Game. Rubin and Brown found that fully one-third of the conflict-game research used the prisoner's dilemma game (PDG) or some variation of it (1975, p. 20).

PDG is based on the following: Two men have been arrested and are being interrogated separately. They are told that if they both confess they will each receive a light sentence. On the other hand, if one confesses and the other does not, then the confessant will go free for
turning state's evidence and the other prisoner will receive a severe sentence. If neither confesses, the state would have insufficient evidence for a conviction and both prisoners would be set free. The potential gains for cooperation (confessing) are attractive, but the damages for misplaced cooperation (holding out for the other prisoner) can result in a stiff sentence.

The application of the PDG to bargaining comes about because it is a "two-person, two-choice, mixed-motive (nonzero-sum) game that meets certain rules with regard to the structure of payoffs" (Tedeschi, et al, 1973, p. 14).

A second game that has a greater correspondence to the real world is the Acme-Bolt Trucking Game by Deutsch and Krauss (1962). The object of the game is for each player (imaginary owner of either Acme or Bolt Trucking) to get his truckload of goods from start to finish in as little time as possible -- the payoff based on how long it takes to complete the trip. Unfortunately, communication is usually prohibited, so the bargaining is "tacit bargaining."

With the games, of course, come certain assumptions. Many are similar to those already examined. However, there are important differences with significant implications for the applicability of game theory and research to collective bargaining.

Two Parties.--As in bargaining, game theory assumes at least two parties, commonly called "players" in the literature. Unlike negotiations, however, the players usually do not represent any constituency save themselves. This independence can have marked effects on how one plays the game. In those instances that the players report to a constituency, the players' negotiating behaviors change (Klimoski & Ash, 1974, p. 421).

Conflict.--The foundation of game theory is that there is some conflict of interest. Conflict that has the two parties directly opposed is "pure conflict" (Schelling, 1960, p. 83). Kenneth Boulding has phrased it, "... the more there is of yours, the less there is of mine" (1965, p. 172). The amount won in pure conflict games always equals the amount lost, so the sum of the two figures always equals zero—hence the name "zero-sum game" (Tedeschi, et al, 1973, p. 9). This type of conflict is rare in society. But certainly if every time one party wins, the other party loses an equal amount, there is justification to say the parties have an incompatible activity.

Full Information.--In collective bargaining negotiations, ignorance of the other party's intentions and position is prerequisite for effective bargaining (Bartos, 1970, p. 46). In game theory, each player knows what is available to him and what is available to the opposition. This clear information precludes any need for communication in game settings.
Some studies have shown that communication in these situations just serves to create anxiety; if there is no need to communicate, having it causes more problems than it solves (e.g., Siegel & Fouraker, 1960). This is not surprising. If one has all the information he needs and needs to share nothing with his opposition, there is no reason to communicate.

**Players are Rational.** —A basic assumption of game theory is that the players are rational beings. The theory is concerned with "rationally conducted conflicts" (Rapaport, 1970, p. 4). Thomas Schelling's book, *The Strategy of Conflict*, is concerned with the "more rational, conscious, artful kind of behavior," or the use of strategies in conflict (1960, p. 1). However, there is little need for strategy in game theory, because each party already knows all the possible moves that the other party can make. Bartos illustrates this problem for the player:

How can (a player) possibly argue that he should receive more than his opponent? He clearly cannot argue that he should receive more because he is poorer, stronger, or more 'deserving,' for such an argument draws upon considerations other than the payoffs themselves and is, therefore, (by definition) irrelevant (1970, p. 47).

If rationality is a requisite for game theory, it is not for collective bargaining. Humans are not always rational -- much less at the bargaining table.

The simplicity of game theory has made it appealing to researchers. However, its limitations regarding party representation, the structure of conflict, communication and rationality severely limit its applicability to collective bargaining negotiations. The solutions found in game theory "fall short of persuasiveness when applied to real-choice situations" (Walton & McKersie, 1965, p. 47).

Max Ways negates the value of game theory when he writes in *Fortune*:

(Th)e subjective aspect of negotiation is one reason it does not readily lend itself to analysis by the logical techniques developed in the theory of games. Those techniques work best in situations of 'pure conflict' and in zero-sum games where one party's gain is exactly equal to the other party's loss. Most negotiations result in exchanges where both sides are supposed to gain. Game theory can rise to brilliant heights of intellectual complexity, but its psychological assumptions are too simple to be applied to negotiation, where 'winning' is never the sole motive of the parties. (1979, p. 89)

Game theory and research has limited applicability to collective bargaining situations. Furthermore, it ignores the significance of
communication in negotiations, often controlling or even eliminating explicit communication from the game.

**Interaction Research**

Much of the research in communication, especially small group communication, has been in the area of interaction research (Bales, 1950; Crowell & Scheidet, 1961; Borgatta & Crowther, 1965; Fisher, 1970; Morris, 1970; Fisher & Hawes, 1971; Ellis & Fisher, 1975).

Fisher and Hawes (1971) encourage a systems approach to research. Further, they suggest that groups be considered "open" systems, rather than "closed" in that the "arrangement of components are perpetually changing as they affect and are affected by environmental variables" (1971, p. 446). The methodology they suggest be used to examine this open system is interaction analysis.

Interaction process analysis, developed by Robert F. Bales (1950) is the most widely used and validated system. Bales' IPA was designed primarily for use with problem-solving small groups. The researcher has already indicated major differences between problem-solving small groups and collective bargaining groups.

Those studies using interaction analysis that apply more specifically to collective bargaining negotiations are presented below: Landsberger examined twelve labor mediation sessions using Bales' IPA to measure effectiveness (1955). Lehman used an adaptation of IPA to conduct an investigation of the 1965 Flint, Michigan school negotiations (1967). Walcott and Hopmann developed an interaction analysis system for bargaining and competitive debate situations (1975). They used IPA to compare five groups that reached consensus with five groups that reached impasse during negotiations (1977). Finally, Morley and Stephenson used their own Conference Process Analysis to study two separate collective bargaining negotiations in Great Britain (1977).

Interaction analysis does focus on communication in the various situations. However, when using interaction analysis one must categorize communication into a limited number of categories, thereby eliminating the actual content of the message one is giving. If limits on the categories are not made, the job becomes so cumbersome that one cannot use the category system.

For example, Morley and Stephenson's CPA system has three dimensions, each containing several additional categories, for a total of twenty-four different coding arrangements. By their own admission, "CPA is a form of high inference coding which requires very considerable training of the observer and very considerable effort on his part. (A
Kerlinger explains that coding of communication into acts and interacts may work in theory, but in practice much meaning can be lost. Theoretically, one can attain a high degree of reliability by using small and easily observed and recorded units. One can attempt to define behavior quite operationally by listing a large number of behavioral acts, and can thus ordinarily attain a high degree of precision and reliability. Yet in so doing one may also have so reduced the behavior that it no longer bears much resemblance to the behavior one intended to observe (Kerlinger, 1973, p. 542).

Coding of communication assumes that the researcher is able to use his abilities to differentiate between "requests for information" and "commands", between a joke and a sarcastic remark (Cicourel, 1979, p. 169). The primary concern of this researcher as it relates to interaction analysis, is that the reader of the research paper know (from the analysis) what was said or occurred during the communication event. It is doubtful that that happens with interaction analysis.

This researcher, when beginning to examine collective bargaining, chose to use a coding system similar to one devised by Fisher (1970) to categorize communication in contract negotiations. Transcripts of negotiations, which the researcher did not observe, were obtained for analysis. A student was hired to code the communication into fifteen communication categories. (Appendix A) Over 4,000 computer cards were collected, each containing coded information on a specific communication act.

An example of how a communication act might be coded using interact categories is contained below:

**M1:** Yes it can. And that has to do with the right of the Board of Education, not only the right, but the obligation under that statute, to manage and operate the schools. Number one, that is a right that ideally . . .

**Coding sheet:** 0106172010421200000100101000000
**Negotiation (01):** 1st set of negotiations
**Session (06):** Session six
**Page Number (17):** Page in the transcripts
**Person Talking (201):** Management 1. Chief negotiator for Board.
**Length of Act (042):** Approximately 42 words in the act
**Topic Discussed (120):** Union rights
**Applicable categories:** Clarification, Disfavorable, Agreement
It was only after more research into collective bargaining that the researcher concluded that what was being gained by coding the information into interact categories was an ability to computerize the data for analysis. What was being lost was the information itself. In other words, no one but the researcher (and the coder) would ever know what the negotiators communicated. The reader of the research paper would be left with statistical analyses of acts and interacts, but would not know what was actually communicated at the time of the interaction.

The advantages of coding to the researcher are that he gains an ability to easily compute and locate the data; he can conduct extensive statistical analysis of the data; and he saves time by no longer needing to report the specific words of the communicators. The disadvantages include losing the ability to report the actual words spoken; losing all nonverbal elements that are present in the communication; giving somewhat misleading analysis because of overlapping categories; and not getting the intended meaning because of the prescribed rule that a disinterested person code the communication.

In a research area such as collective bargaining where few have examined communication, it would seem of more importance that the reader gain some insight into what happens, into what is communicated in the negotiations. The reader's opportunity to observe actual collective bargaining sessions parallels that of the researcher. Those opportunities will be rare indeed.

The temptation to use a proven methodology such as interaction analysis to examine an area in which little or no theory exists is, to Coser, the "fallacy of misplaced precision." He explains:

The fallacy of misplaced precision consists in believing that one can compensate for theoretical weakness by methodological strength. Concern for precision in measurement before theoretical clarification of what is worth measuring and what is not, and before one clearly knows what one is measuring, is a roadblock to progress in sociological analysis. Too many enthusiastic researchers seem to be in the same situation as Saint Augustine when he wrote on the concept of time, 'For so it is Oh Lord, My God, I measure it but what it is I measure I do not know' (Coser, 1979, pp. 108-109).

Cicourel suggests that researchers should avoid using "research and measurement procedures whose convenience and obvious utility can mask or obscure the phenomena we claim is of interest" (Cicourel, 1979, p. 176). Therefore it was concluded that it was more important to report on the communication as it occurred in the sessions rather than obscure the information through coding it into interact categories.
Experimental Simulation

Trying to combine the control available in laboratory games with the realism of actual negotiations, researchers have turned to experimental simulations. McGrath defines:

By experimental simulation we mean those studies which attempt to recreate or simulate the central features of some set of phenomenon which are of interest and then to study those phenomenon under relatively controlled conditions . . . . [It] tries to create much of the 'realness' and 'flavor' of the 'real life phenomena' themselves. Thereby he [the researcher] hopes to gain the advantages of real motivation and of the operation and interaction of many relevant variables (1966, pp. 106-107).

There have many many attempts to simulate real life situations, including Sherif's Robber's Cave experiment (1961), Guetzkow's class inter-national game (1963), and McGrath's tri-polar simulations (1966). These have limited applicability to collective bargaining.

Morley and Stephenson present a thorough analysis of bargaining simulations and report the results of their own simulation, Demy, Ltd. (1977). Others that apply specifically to negotiations are: Bass' union-management role debate (1967); Zif and Otlewski's Contract Negotiations (1970); Sandver and Blaine's TEACHNEG (1978); and Bacharach and Lawler's pay raise negotiation (1981).

A brief analysis of two of the above should further explain simulations. Demy, Ltd., devised by Morley and Stephenson, uses pairs of students to negotiate a new wage agreement for a "chemical plant." The students are provided with differing pre-negotiation information and given thirty minutes to complete their task.

In a number of different experiments, both the formality of the negotiations and the method of communication (face to face, telephone, television) were manipulated. Results from the experiments indicate that the side with the stronger case fares better the more formal the medium of communication used. Demy, Ltd. is being replicated continuously by the authors, who isolate a different variable each time (e.g., Stephenson & Kniveton, 1978).

A second example, called a simulation case study by its authors is TEACHNEG (Sandver & Blaine, 1978). By definition,

The simulation case study typically contains background information on the company and the union, a description of the roles to be followed by members of the two teams, a description of the existing collective bargaining agreement,
and a compendium of bargaining data such as inter-industry wage comparisons, cost of living increases, and financial data (e.g., balance sheet and income statement) pertinent to the company (Sandver & Blaine, 1978, p. 3).

Using information from the State of Ohio Department of Education, the Ohio Education Association, and a case supplied by this researcher, Sandver and Blaine have created a realistic case using actual data. Students are given team assignments (school board or teachers' union) and are presented with role outlines, based upon over 700 pages of transcripts. The students then have a number of "negotiation" sessions in which they attempt to come to agreement on a new contract.

The purpose of TEACHNEG, as its title suggests, is to teach students how to negotiate. It would seem to be an excellent vehicle for accomplishing that purpose. Real-life data is used as a basis for the simulation and other than limiting the negotiations to approximately six hours, no other manipulation of variables is conducted.

How do experimental simulations apply to collective bargaining? It would appear that their relevance is more a function of the methodology used than anything else (Klimoski, 1978). Who the subjects represent, how strong their "constituency" is, whether the subjects believe in their position, the strength of the position, etc. -- all have impact on the outcome of the simulated negotiations. While experimental simulations, especially like TEACHNEG, are approaching reality, they are not the real thing. The next two sections examine field research, which does examine real life negotiations.

Field Surveys

Most of the academic studies of actual collective bargaining situations fall within the heading of field surveys. These researchers examine public records or administer questionnaires to obtain their data. The majority of this research has centered primarily in the public sector, especially education. This is most likely due to a willingness on the part of educators to assist researchers.

The studies tend to fall into three groups: those that examine various groups' attitudes toward collective bargaining; those that measure the effect or impact of collective bargaining on some dependent variable; and those presenting a history of collective bargaining negotiations.

Examples of studies examining attitudes toward collective bargaining include: faculty attitudes (Mikell, 1978); attitudes of school principals (Hutton, 1978); and student attitudes (Streams, 1978).
Also examined are voter attitudes (Stephanic, 1971) and state legislator attitudes (Hutto, 1979; Rooks, 1980) toward collective bargaining.

The impact of collective bargaining has been measured on: the role of school principals (Ancell, 1978; Deiderick, 1978); superintendents (Carr, 1980); and deans (Marks, 1980). Its effect on salary levels (Gram, 1971); curriculum (Rieck, 1978); trust in relationships (Smith, 1970; Garb, 1980); and teacher satisfaction (Clay, 1978) has been examined.

Finally, examples of the history of collective bargaining in the public sector abound. Three examples are: Fletcher, 1971; Perry & Levine, 1976; and Crosby, 1979.

One additional field survey deserves explication. Peterson and Tracy (1977), using Walton and McKersie's behavioral theory of labor negotiations as a starting point, surveyed negotiators in over 300 negotiations. They worked with 146 usable responses to obtain data on the perceptions of the negotiators on their success in each of Walton and McKersie's subprocesses — distributive bargaining, integrative bargaining, attitudinal structuring, and interorganizational bargaining.

Their results reconfirm the subprocesses and indicate that "strong bargaining power, constructive relationships, clear and specific statements of issues, as well as exploring them in a noncomittal fashion" aid in the bargaining process (Peterson & Tracy, 1977, p. 50).

Field surveys add to our knowledge of collective bargaining, especially in the areas of attitudes toward collective bargaining and the effects of collective bargaining. It should be noted that field survey work actually examines collective bargaining as it occurs.

Field Studies

The final area of research, field study, examines bargaining as it occurs in real life. The number of studies here are limited and if one restricts his search to collective bargaining contract negotiations without the aid of a third party, the numbers are severely limited. Since the research at hand falls into this category, a more complete analysis of the research method follows.

Douglas conducted an analysis of four mediation cases (1957, 1962), focusing primarily on communication, the interparty (constituent) nature of negotiations, and the movement (phases) it creates. Her normative theory of successful negotiations has been presented in Chapter II.
Landsberger, borrowing twelve one-meeting mediation transcripts from Douglas, used Bales' IPA to test the phase movement of negotiations (1955). Landsberger found that phases occurred in both successful and unsuccessful negotiations and rightfully concludes that "phase movement occurs in the course of any group interaction" (1955, p. 558).

While in the actual settings, both of these studies did not actually study collective bargaining negotiations; rather, they examined mediator-influenced negotiations. The negotiations continued with the help of a mediator, but the fact that a third party was present meant the two-party negotiations had failed to arrive at a suitable agreement.

Walton and McKersie (1965) operated from "printed case studies" and the transcripts of other researchers, primarily Douglas, to support their behavioral theory. They did not actually observe any negotiations. A relatively thorough analysis of their theory and findings has been presented in Chapter II.

Morley and Stephenson's interesting treatise on the Social Psychology of Bargaining (1977) includes an analysis of two cases. The first, upon which they base their Demy, Ltd. simulation, is a spontaneous 45-minute meeting between union and management representatives of a co-owned company. The representatives were discussing a single issue, working on bank holidays. The researchers obtained a transcript of the short meeting.

The second case involved three contract negotiations over a three-week period. A colleague of the researchers attended the sessions and recorded the communication in shorthand on a moving paper tape. Both negotiations were coded using Morley and Stephenson's conference process analysis (CPA). They reconfirmed Douglas' notion that successful negotiations go through stages which unsuccessful negotiations do not (1977, p. 186).

Better conducted an extensive case study of negotiations in the private sector (steel industry) in 1973. Over a six-month period, which included a thirteen week strike, he observed all the bargaining at the table as well as any additional meetings (caucus, membership, informal) the union had. Outside the bargaining sessions, Better did not question the management representatives, thereby presenting a "one-sided" analysis of the proceedings.

He, too, developed a negotiation cycle. However, it is based upon the unique events of this case. Better reports four stages: Structuring the Problem and Exchanging Settlement Terms, which occurred during the pre-strike period; and Third-Party Mediation and Preparing the Formal Agreement, which took place during the strike. Except for the final meeting, all the deliberations during the strike occurred with the two parties not meeting together, but through a mediator. In Better's
500-page document, one learns much about the internal workings of a local chapter of an international union, but very little about the process of negotiations.

Finally, two studies come out of communication -- one in communication theory, the other in rhetoric. Theye (1977) obtained recordings or transcripts of ten different school board-teacher union negotiating sessions. Using Bales' IPA, Theye compared impasse groups with consensus groups. He concluded that there "was little observable difference in the interact patterns between consensus and impasse groups, and the patterns did not vary across time segments" (1977, p. 107). So, his analysis would not seem to support phase movement.

It should be noted, however, that Theye's analysis is based upon individual meetings taken from longer negotiations. Therefore, he was looking for phases in individual meetings, not in complete multi-session negotiations.

The second study was conducted by O'Toole in 1979. O'Toole served as an elected member of the faculty bargaining team at the 1974 negotiations of the Community College of Allegheny County, Pennsylvania. Like Better, his study was primarily an analysis of the issues and was presented with a notable bias toward one side.

He reported on the proposal writing stage, pre-negotiations meetings with the union membership, and informal meetings. The informal meetings between management and union supposedly had more impact than the formal ones at the table. This negotiation, too, resulted in a need for third-party intervention.

O'Toole's results include the following: Rhetoric and argumentation play an important role in collective bargaining. Argument was high on all significant issues but salary. The ethical appeal of the chief negotiator is important to the outcome of the negotiations.

In the cited field studies, several topics were examined. Phasic movement seems to the one issue that is examined over and over.

The strength of field studies comes in the realism. The weakness comes in the lack of control and even lack of first-hand observation in some instances. However, of the five methodologies used to examine collective bargaining, the field study approach appears to have the most promise.
Research Questions

Using the research and theories discussed in Chapters II and III, the researcher questions the following:

What phases can be distinguished in collective bargaining negotiations? How are the phases different and how are they similar?

How do the subprocesses presented by Walton and McKersie appear in collective bargaining negotiations?

More specifically, the researcher will examine the Lewiston negotiations with the following research questions in mind:

I. What phases are present in the Lewiston negotiations?

II. How does distributive bargaining occur in the Lewiston negotiations?

III. How does integrative bargaining occur in the Lewiston negotiations?

IV. How does attitudinal structuring occur in the Lewiston negotiations?

V. How does interorganizational bargaining occur in the Lewiston negotiations?

These questions will form the foundation for an analysis of the collective bargaining negotiations between the Lewiston Board of Education and the Lewiston Teachers Association. The analysis follows in Chapter IV.
CHAPTER IV

ANALYSIS OF LEWISTON NEGOTIATIONS

Methodological Justification

In the study of social behavior, two investigation schemes predominate: empirical behaviorism and naturalism. Empirical behaviorism comes out of scientific research that deals with operational definitions, causal relationships between variables, and the testing of hypotheses.

The advantage of empirical research is its precision of measurement and the use of statistical analysis to examine some phenomenon. Its disadvantage stems from rigidity -- its inability to analyze phenomena that have no clear cut definitions or obvious (and quantifiable) causal links. Most published research in the social sciences today would fall into the empirical behaviorist approach to research.

The second approach, naturalism, examines a social event through the eyes of observers. Naturalistic studies are especially useful in the study of communication events. Kerlinger contends, "there is no substitute for seeing, as directly as possible, what people actually do when confronted with different circumstances and different people" (1973, p. 554). This observation can be conducted by a participant in the event or by an interested "third party."

The strength (and weakness) of observational research depends on the observer's power of inference (Kerlinger, 1973, p. 538). The witness' prior experiences, feelings about the event, time spent in observing the phenomena, familiarity with the group(s) being studied -- all influence interpretations of the data (Bruyn, 1966, pp. 180-184; Cicourel, 1979, p. 162).

Kerlinger suggests that those systems with higher degrees of inference are the more useful in research (1973, p. 543), especially when researching phenomena that are rarely observed (1973, p. 545). Kochan also contends that, while naturalistic studies lack the "logical precision or the methodological elegance of the . . . behavioral approaches," the results are more easily transferred to practice in actual negotiations (1980, p. 243).
Any research is verified through assessing the validity and reliability of the study. Reliability answers the question, "Can the study be replicated with similar results?" The validity question is, "Does the researcher's explanation of the phenomena make sense?"

The determinations of validity and reliability for empirical and naturalistic research are different. For the empirical behaviorist, reliability is a matter of replicating the study of procedure and comparing results. For the naturalist, reliability is a function of how different the explanations of one researcher are from those of another (Villaume, 1976, p. 14). Kerlinger defines reliability as agreement between observers (1973, pp. 539-540).

There are three forms of validity -- internal, external, and construct or relational. Internal validity to the empirical behaviorist and the naturalist is concerned with how well defined the variables and constructs are.

External validity differs in a major respect. Villaume explains:

The external validity of an empirical behaviorist study assesses how far the conclusions of the study can be generalized. The external validity of a naturalist study assesses whether an explication of a social process is based on the participants' (observers') understanding of that process (1976, pp. 14-15).

Finally, relational or construct validity is measured in two different ways. To answer this question, the empiricist is searching for the strength of causal links between variables, and how well the researcher can predict from the variables. The naturalist answers the question, "Does the researcher's explanation of the phenomena correspond with explanations of other, similar events?"

This difference in how one answers the verification questions has led some researchers to negate the value of naturalistic research in favor of the scientific rigor of empirical behaviorism. The argument is made that observational research is highly subjective. However, it is no more subjective than the selective use of certain methodologies to examine the world.

Both types of researchers should recognize that there is a built-in bias to research, regardless of the methodology used. It is the researcher who refuses to recognize the inherent presence of subjectivity who does a disservice to research (Bruyn, 1966, p. 222; Smith, 1972, p. 179). Researchers, whether empirical or naturalistic, should "specify as clearly as possible the personal dimensions of the knowledge obtained" (Smith, 1972, p. 181).
This researcher would also contend that not all phenomena lend themselves to empirical research. In some areas of social research, more knowledge and understanding is gained by using naturalistic methods. Where much research has already been conducted, where data is readily available, where variables can be easily manipulated -- empirical behaviorist research is probably necessitated. In other areas where there is little theory, where the phenomenon is a rare occurrence or inaccessible, and where variables either cannot or should not be manipulated -- observational studies are more appropriate.

Collective bargaining negotiations would appear to be a prime candidate for naturalistic research. As has been discussed, little is known about what occurs in the negotiations, only very basic theory development has occurred, and little can be gained by manipulating variables. These "qualitative observations . . . can provide theoretical leads that may at a later stage become amenable to more refined statistical treatment" (Coser, 1979, p. 110).

The study that follows will describe what occurs in an actual collective bargaining negotiation. Besides using a naturalistic approach to discovery, the research is what Katz refers to as an "exploratory field study" (1953, p. 75). Kerlinger outlines the purpose of such a study:

The exploratory field study has three purposes: to discover the significant variables in the field situations, to discover relations among variables, and to lay the groundwork for later, more systematic and rigorous testing of hypotheses (1973, p. 406).

This exploratory field study will lay the foundation for later research.

**Selection of Data**

The Lewiston case was selected for two primary reasons: First, the two parties were the only ones contacted who would permit an outsider to observe and record their deliberations. This was done only by special permission. As was mentioned earlier in this paper, the researcher contacted several other organizations, including other school districts who would not permit him to observe their proceedings.

It is generally felt that the recording of collective bargaining negotiations either by participants or by an outsider is something to be avoided. This is due to two factors. First, parties generally do not want a record of the proceedings other than the final contract. It is felt that the contract is what is important; and if the parties have a disagreement, they should interpret what is contained in the contract, not what occurred in the contract proceedings.
Second, it is felt that the presence of an observer and/or recorder might cause the deliberations to change; that participants might communicate differently than they normally would (International Labour Office, 1973, p. 69; Cicourel, 1979, p. 161).

Researchers have examined this problem with varying results. Miller altered his research after developing a close relationship with union leaders in a study of union-management relations (1952, p. 98). Cicourel suggests that the observer "inevitably produces a reaction on the part of those being studied" (1979, p. 161).

However, Deutsch found that members of small groups forget about the presence of observers after a short time (3 weeks) of meetings (1949, pp. 281-291). Others suggest that if care is taken to inform the observed of the purpose of the study and to remain as unobtrusive as possible, there should be no noticeable effects from the observers' presence (Heyns & Zander, 1953, p. 382; Heyns & Lippitt, 1954, p. 399; Weick, 1968, pp. 306-307; Kerlinger, 1973, p. 539). Sykes has developed a theory of observer effect (1978).

The second reason Lewiston was chosen is that the geographical location of the negotiations made it possible for the author to attend all sessions -- some in early afternoon, others in the evening.

Arrangements were made to observe and tape record the Lewiston teacher-school board sessions. By agreement, the author would sit in an unobtrusive location and the tape recorder would be relatively unnoticed -- small recorder with built-in (concealed) microphone. (A "copy" of the Memorandum of Agreement is contained in the Appendix B.) This differed considerably from the work of Douglas. In her own description:

Microphones were planted between the parties on the table in full view of everyone; yards of cord were strung across the room from microphones to the recorder, actually obstructing traffic to some extent. With the change to a binaural recorder in the second year, poundage and size of the physical equipment grew appreciably, and now the investigator, top-heavy from wearing leather-thonged earphones, sat monitoring the input like a broadcast engineer (1962, p. 186).

Long-play tapes were utilized to avoid unnecessary changing of tapes, and as much as was possible, tapes were changed during breaks and/or caucuses. This also differed from Douglas. In her account, she would signal when changing reels of tape; the discussions would stop until the tape was changed; and then continue (Douglas, 1962, p. 187).
The author arrived at each session, observed and recorded it, and left immediately. Beyond some phatic communication when arriving, he did not converse with any of the participants, either during the negotiations, or outside the sessions.

Because the researcher was familiar with the community and some of the persons involved in the negotiations, he had to limit his conversations outside the sessions. On several occasions, members of the Lewiston Teachers' Association approached him requesting his interpretation of what was occurring in the negotiations. On one occasion, a specific request was made by an Association member to listen to the tapes. All requests for information were, of course, denied. It should be noted that the requests did not come from the negotiating team, but from teachers who were unable to observe the negotiations.

Audio taping was chosen for obvious reasons. It preserved the content, the vocal aspects of nonverbal communication, and permitted repeated playbacks, which was essential when transcribing the proceedings. Video taping was eliminated from consideration because of its obtrusive nature. Because the researcher also observed each session, he was able to record his own assessment of what was happening, observe nonverbal behaviors, and chart seating arrangements. He could also compare his notes with the recordings to help overcome the effects of selective perception (Norris, 1981).

Over twenty-four hours of negotiations occurred over a ten-week period. Of that, 14.5 hours (59.2%) were tape recorded. The remaining ten hours were consumed by caucuses (9.12 hours) and breaks, unscheduled interruptions, telephone calls, etc. (.88 hours). The tapes yielded 187 single-spaced pages of dialogue.

At the beginning of the research project, transcripts of two other negotiations were obtained for examination. They were eventually rejected because the researcher had not witnessed the negotiations and could not verify the accuracy of the transcripts. This decision to reject the transcripts was made after the researcher's own experience in transcribing the Lewiston negotiations.

In the Lewiston case, a person was hired to transcribe the audio tapes the researcher had collected during the negotiations. After several weeks, the researcher received the transcriber's work. The transcripts bore little resemblance to what the researcher recalled had happened during the negotiations. Speakers were detached from their dialogue, entire sections were left out, and many sections of the transcripts made little sense. The researcher had to complete an accurate transcription himself. He then concluded that unless an individual actually witnessed the negotiations, he had no guarantee that a transcription contained what actually occurred in the negotiations. Also, valuable information, such as contracts, room layout, etc.,
necessary for a complete analysis, was unavailable for the two rejected negotiations.

Each Lewiston session tape was transcribed a number of times. It was initially transcribed from the tape. However, gaps and omissions necessitated listening to the tapes a second and even a third time to obtain as complete a transcription as possible. Additionally, the author's notes, taken during the negotiations, were used to fill in gaps.

Using the operating negotiated contract between the Lewiston board of education and the teachers' association, the author traced the progress of every issue discussed. Of the 45 sections in the contract, 30 were discussed to some degree during these negotiations.

The transcribed proceedings preserve the verbal content as it was originally tape recorded except where clues might lead to identification of the two parties. The names used to refer to the participants are fictitious and bear no resemblance to the people actually involved.

Context

To put the Lewiston experience in proper context, brief descriptions of the Lewiston community, the school system, and the history of bargaining between the two parties will be presented. The data for this section was obtained from several sources including interviews with the head negotiator for the school board, James Prater, and the Ohio Education Association's Uniserv consultant, Pat Lee, who assisted the Lewiston Teachers' Association. Additionally, public documents such as the Lewiston Gazette (code name of community newspaper), 1979-80 Lewiston Schools Annual Report, and State of Ohio documents, were surveyed and the researcher's own experience of living in Lewiston for a number of years was utilized.

The Community

Lewiston, at the time of the negotiations, was an unincorporated township of approximately 30,000 residents. It was a "bedroom" community, containing little industry. Most of its residents traveled to a major metropolitan area or to a nearby Air Force base for employment.

The population of Lewiston has grown steadily over the past twenty years, reaching 33,370 in 1982. At one time, it was one of the fastest growing townships in Ohio. There was a fifty per cent increase in home construction between 1970 and 1980.
In 1978, the year of the negotiations, Lewiston moved to become a city, primarily to avoid being annexed by several surrounding communities. In July, 1979, incorporated village status was granted. Lewiston became a city in February, 1980.

The Schools

In the 1979-80 school year, the first year of the negotiated contract, enrollment was set at 7736. Enrollment had reached a high of 8662 in 1973-74, but had been steadily declining. The enrollment in 1982 stands at approximately 7000. Of the student population, 97.5 per cent are white, 2.5 per cent non-white. This closely parallels the total population of Lewiston.

There are two primary reasons for this drop in school enrollment. First, while Lewiston has been growing, the school age population has not. Secondly, private schools in Lewiston and surrounding communities have experienced rapid growth, taking their students from the public school system.

In 1979, there were 394 teachers in the Lewiston schools. Of that number, 64 per cent were female, 36 per cent were male. Almost 99 per cent of the teaching force was white. Over fifty per cent had been teaching less than ten years. A breakdown follows in Table 1.

<table>
<thead>
<tr>
<th>TEACHING EXPERIENCE IN LEWISTON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning to 5 years</td>
</tr>
<tr>
<td>6 to 10 years</td>
</tr>
<tr>
<td>11 to 15 years</td>
</tr>
<tr>
<td>16 to 20 years</td>
</tr>
<tr>
<td>21 to 25 years</td>
</tr>
<tr>
<td>26 to 30 years</td>
</tr>
<tr>
<td>31 plus years</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

The average teacher salary in 1979 was $16,677, including supplementary salaries. That was comparable to surrounding communities. Almost 36 per cent of the teachers had attained at least a masters degree.

The Lewiston community operated nine schools. Of each dollar spent, 59 cents went to teachers' and administrators' salaries,
textbooks, and instructional supplies. Lewiston's average cost per pupil was $1,408. This compared to $1,644 for all school districts in Ohio, and $1,961 nationwide.

**History of Bargaining**

In the late 1950's, the bus drivers in Lewiston became loosely organized and met periodically to discuss working conditions with David Barger, who served on the 1978 Board team. This "meet and confer" arrangement continued until the mid-60's when the Lewiston Teachers' Association was formed.

In 1969, the first official agreement between the Board and LTA was drafted. The first master contract, which included most of the articles contained in Appendix C, was signed in 1972.

James Prater became head negotiator for the Board in 1973. In fact, the Board team has been comprised of the same individuals since that time. Pat Lee became involved in the Lewiston negotiations in 1975, serving as a paid consultant of the Ohio Education Association.

Prior to the 1978 negotiations, the parties had agreed on two occasions to two-year contracts with one year on salary, but never to a three-year agreement with two years on salary. The 1978 agreement was the first, and very probably the last three-year contract. In 1981, the parties returned to a two-year pact.

There has never been a teacher strike in Lewiston; however, negotiations have reached impasse and arbitration, always resulting in a settlement before the strike deadline. About half of the negotiations have gone to deadline, the other half have been concluded well ahead of the expiration date. In 1982, the negotiations lasted for four sessions, with ratification by the LTA coming the first day of the school year.

Additional information about the bargaining relationship of the two parties will be presented in subsequent analysis.

**Analysis**

**Question I: What phases are present in the Lewiston Negotiations?**

The researcher agrees with Landsberger that all group meetings have phases (1955). The question becomes, "What are they?" Other research, previously cited, has given ample evidence of phasic movement. However, with each researcher comes different phases. One soon perceives that the phasic movement identified in each study is unique to that study.
As to the Lewiston negotiations, the researcher questioned the negotiators and also relied upon his own analysis to determine the phases. When asked what phases he felt negotiations go through, Pat Lee indicated the following four:

Phase 1: Identify Priorities (What is/is not important)
Phase 2: Develop a Time Line (Deadline for agreement or impasse)
Phase 3: Posture for Position
Phase 4: Eleventh Hour Assessment

Likewise, James Prater presented his version of negotiation phases:

Phase 1: Feel each other out (What is/is not important)
Phase 2: Determine how far want to/can go
Phase 3: Exchange Proposals

Given those two assessments along with the many others, the researcher is left with very little definition of what phases should be found in the Lewiston negotiations. He decided to try to decide on the phases himself.

Using field notes made at the time of the negotiations, the researcher tried to objectively recall when he sensed the mood was changing from one phase into another.

The first session was very business like and the parties seemed to be rushing through the contract items and proposals. However, session two, which was two weeks later, had a very different atmosphere with both parties joking a good bit. This change might constitute the movement from an opening phase into a more deliberative phase. Sessions three through six remained essentially like session two in that the atmosphere was friendly for the most part and agreements on less important issues were reached.

Session seven saw a dramatic change. The head negotiator for the school Board, James Prater, became very adamant and was, at times, hostile to the teachers' association negotiators. On hindsight, the climate change demonstrated in session seven was almost like a "last ditch effort" by Prater to convince the Teachers' Association that he would not give in. In reality, the next session saw a change in attitude and substantial movement on the part of the Lewiston Board.

This session appeared to be an important turning point in the negotiations. Had the hardening of positions caused the other party to acquiesce, an early agreement might have been reached. Had it resulted in an equally difficult stance by the other party, the negotiations might have ended in a stalemate. However the parties worked their way out of this hostile situation, and they appeared to be well on their way to an equitable agreement.
In session eight, Prater became accommodating and the session ended on a high note. This communication climate continued into sessions nine and ten, with session ten resulting in the final agreement.

The researcher identified four phases. They can be classified as follows:

Phase 1: Presentation of Demands (Session 1)
Phase 2: Deliberation (Sessions 2 through 6)
Phase 3: Hard Bargaining (Session 7)
Phase 4: Coming to Agreement (Sessions 8 through 10)

While these differ from those mentioned by other researchers, they contain elements of other classifications. For example, Presentation of Demands is similar to Douglas' Establishing the Bargaining Range. Deliberation might coincide with Douglas' Reconnoitering the Bargaining Range, and the Problem-Solving stage of Morley and Stephenson and Walton and McKersie. Phase three, Hard Bargaining, has elements of Walton and McKersie's Distributive Bargaining in it. Finally, Coming to Agreement is much like anyone's final bargaining phase where the two parties take final action.

It is difficult to say where one phase ends and another begins. Researchers conveniently divide an event into equal segments, depending upon how many stages they think the event should have. Even Douglas' division appears to be an arbitrary decision. More examination into the characteristics of the phases will reveal more data.

The literature posits that the purpose of a beginning stage is to establish the outer parameters of the bargaining range -- i.e., the largest demands by the union and the smallest counter-proposals by management. One should also find a certain ritual in this stage, with both parties being bombastic, caustic, showing the opposition and their own observers that they will get the best of the opposition.

The Lewiston negotiations have an almost uneventful opening. The researcher recalls thinking, at the time, that the participants were very calm and mannerly.

The first session consisted of the Lewiston Teachers' Association (LTA) presenting a listing of contract articles they were not intending to change -- some twenty items (p. 3).* (Table 2 shows each session by elapsed time, time of day, and location.) Then both parties outlined

*All references to the Lewiston transcripts will be indicated by session and/or page number.
TABLE 2
DISTRIBUTION OF ELAPSED TIME IN ALL NEGOTIATION SESSIONS
BY TIME OF DAY AND LOCATION

<table>
<thead>
<tr>
<th>Session</th>
<th>Elapsed Time</th>
<th>Time of Day</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1:50</td>
<td>Evening</td>
<td>High School</td>
</tr>
<tr>
<td>2</td>
<td>2:30</td>
<td>Afternoon</td>
<td>Boardroom</td>
</tr>
<tr>
<td>3</td>
<td>2:40</td>
<td>Evening</td>
<td>High School</td>
</tr>
<tr>
<td>4</td>
<td>2:15</td>
<td>Afternoon</td>
<td>Boardroom</td>
</tr>
<tr>
<td>5</td>
<td>2:15</td>
<td>Evening</td>
<td>High School</td>
</tr>
<tr>
<td>6</td>
<td>1:30</td>
<td>Evening</td>
<td>Boardroom</td>
</tr>
<tr>
<td>7</td>
<td>1:45</td>
<td>Afternoon</td>
<td>High School</td>
</tr>
<tr>
<td>8</td>
<td>2:15</td>
<td>Afternoon</td>
<td>Boardroom</td>
</tr>
<tr>
<td>9</td>
<td>3:00</td>
<td>Afternoon</td>
<td>Boardroom</td>
</tr>
<tr>
<td>10</td>
<td>4:30</td>
<td>Evening</td>
<td>High School</td>
</tr>
</tbody>
</table>

Total elapsed time = 24:30

1 All evening sessions began at 7:00 p.m.
2 All afternoon sessions began at 4:00 p.m.
those agenda items they wished to discuss. The Board had six items; the LTA, approximately twenty. This process was one primarily of paper exchange. The negotiators were to read over the proposed changes and be prepared to discuss them at the following session.

Two things should be pointed out in the Lewiston negotiations. One, no bargaining range was developed in the opening session. On the topic of Insurances, for example, both parties changed their proposals at will, moving both up and down the dollar scale. However, the specific agenda items to be discussed were established in the opening moments.

Two, there were no opening speeches in the same sense that Douglas and others have witnessed. This opening session began with introductions of the parties' team members and then proceeded to a discussion of a convenient time to meet the next week. (The next week being a holiday, negotiations were postponed a week.)

Douglas and others contend that, once the smoke has cleared from the first stage fireworks, the negotiations move into a second phase. This stage is characterized by the appearance of little movement on the issues.

One can say with certainty that little outward progress typifies the Lewiston negotiations. The negotiators appeared to have all the time in the world. They carried on long discussions on single topics -- Insurance one week, Supplemental Salaries another, Teacher Protection another. They ventured to unrelated topics on numerous occasions -- a tornado discussion, the fact that one of the LTA team members had shaved his beard, a member of the Board having a new baby in his family.

There were some agreements made on seemingly insignificant items: Curriculum Improvement Council and Tax-sheltered Annuities (Session 2), Certificates and Transcripts (Session 3), Professional Teaching Staff Responsibilities (Session 4), LTA Recognition (Session 5).

Much of the discussion during this stage was repetitious and positions did not change. The researcher concluded that if there was indeed any movement toward a final agreement, it would come on those issues both parties considered to be important to an equitable outcome.

The researcher chose five issues that appeared to have more significance than any others -- Length of Contract, Reduction in Force, Termination, Insurances, and Salary. He then charted the movement of each of the five issues over the ten negotiation sessions. By doing this, it was felt that if a phase delineation were apparent, it would show up in the movement on these issues. A chart showing the movement on the key issues appears on page forty-two. An examination of the key issues follows.
<table>
<thead>
<tr>
<th>Session</th>
<th>Length of Contract</th>
<th>Reduction in Force</th>
<th>Termination &amp; Non-Renewal</th>
<th>Insurances</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Board wants 3-year contract</td>
<td>LTA requests RIF by seniority</td>
<td>LTA wants 3-year tenure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Board wants existing language</td>
<td>Board wants 7-year tenure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>LTA wants 4-year tenure</td>
<td>LTA wants to keep ins.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>LTA wants 3-year tenure</td>
<td>LTA wants to keep ins.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>LTA requests RIF by seniority</td>
<td>LTA wants 3-year tenure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>LTA requests RIF by seniority</td>
<td>LTA wants to keep ins.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>LTA agrees to 3-years</td>
<td>LTA reminds Brd. of sacrifice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>LTA agrees to 3-years</td>
<td>LTA reminds Brd. of sacrifice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>LTA agrees to 3-years</td>
<td>LTA reminds Brd. of sacrifice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Board presents 7-step plan</td>
<td>Board won't budge</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TABLE 3**

**KEY ISSUES MOVEMENT**

- **Length of Contract**: Board wants 3-year contract
- **Reduction in Force**: LTA requests RIF by seniority
- **Termination & Non-Renewal**: LTA wants 3-year tenure
- **Insurances**: Board wants 7-year tenure
- **Salary**: Board makes offer

- **Session 1**: Board presents 7-step plan; LTA counters twice
- **Session 2**: Board offers 1-year proposal; LTA counters for one year
- **Session 3**: LTA counters twice; Board counters once
- **Session 4**: LTA counters twice; Board counters twice
- **Session 5**: LTA counters twice; Board counters twice
- **Session 6**: LTA counters twice; Board counters twice
- **Session 7**: LTA counters twice; Board counters twice
- **Session 8**: LTA counters twice; Board counters twice
- **Session 9**: LTA counters twice; Board counters twice
- **Session 10**: LTA counters twice; Board counters twice
Length of Contract. One of the most important issues facing the two parties was the length of the negotiated contract. The Lewiston Board wanted to agree to a three-year agreement on contract content and a two-year agreement on salary and fringe benefits. The topic was mentioned by James Prater, the Board's head negotiator twenty minutes into the first session (p. 6).

The length of the contract became a bargaining issue from that point and was mentioned in every session. Throughout the negotiations, the LTA used the Board's desire for a three-year agreement as leverage for concessions on other issues. When the Board seemingly would not budge on a number of items, Pat Lee, a consultant to the LTA, reminded the Board that if it wanted the contract, it would have to give up something to get it (Session 7, p. 145).

A formal proposal for the three-year agreement did not come until session eight (p. 154). During that session, LTA countered with a two-year contract proposal -- a major move from their previous one-year contract stance (p. 158). The next week, the LTA conceded the possibility for a three-year agreement, but only if they received what they wanted in other areas (Session 9, p. 161). The Board got its three-year agreement (two-year on salary) and the LTA received major concessions in the process.

Reduction in Professional Teaching Staff. As populations particularly of elementary school age children decrease, teachers' associations have been bargaining more vigorously to protect their memberships from reductions in force (RIF). They generally want very specific guidelines which protect teachers based on seniority and provide bumping rights to those teachers with seniority.

The boards of education, while not wanting to terminate teachers, view most union proposals as an infringement upon their ability to manage the school system without interference. They do not view seniority as a workable solution to termination questions.

In the Lewiston negotiations, the RIF discussion began in the first session when the LTA presented its proposal (p. 14). The next week the Board presented its justification for preferring to keep the then contract language on RIF (Session 2, p. 42).

The Board remained adamant and did not move from its position until the final session. At the final session, Prater outlined the Board's counter-proposal on RIF (pp. 174-176). He went on to outline a seven-step process. After a brief caucus, the LTA accepted the Board's proposal (p. 179).

Procedure for Termination and Non-renewal of Contract. The basic issues in this discussion are similar to the previous one on reduction in
force. The union wanted to protect the rights of its members; the Board desired to maintain its managerial latitude.

This particular issue did not change from the previous contract. Although the Board would appear to win this issue, it was its desire to keep this issue intact that forced it to create the seven-step plan on RIF. In other words, the LTA would not allow the Board to have both issues -- the Board had to give on one. The Board chose RIF.

The existing contract set the date for tenure at seven years, meaning that a teacher would not have to be afforded due process in termination decisions prior to having taught in Lewiston for seven years. The Board wanted to keep the seven-year requirement; the LTA desired a much shorter period for tenure -- three years.

In session four, the LTA increased their proposal to four years. The Board did not move from its position. Eventually, the Board gave a verbal counter of six years, but that was rejected and they retreated back to their previous seven-year position.

At session nine, the LTA used that all-important leverage, the three-year contract, to force the Board to move on this issue. The next session the Board chose to keep this issue intact, but made a major concession on RIF. They kept their seven years, but had to give up something in the process. The LTA received the RIF concessions gladly, but, of course, had to be content with the seven-year tenure process -- for at least three more years.

Insurances. In practically all collective bargaining negotiations in recent years, employee benefits have been major issues of contention. Insurance is a money issue, and it affects operating budgets just like salary. For this reason, management teams fight long and hard to keep those costs down. Likewise, union representatives try to obtain more and better benefits for their membership.

To discuss all the insurance issues in the Lewiston negotiations would take a small volume; the discussion is limited to the Board's contribution to the cost of life insurance.

Because of escalating costs, the Board proposed in session three to place a ceiling or cap on its contribution to insurance costs, however it finally conceded to keep the present system of payment. This became a trade-off with the amount of life insurance the Board would provide. The life insurance discussion evolved as follows. The LTA presented its first proposal just to keep the life insurance, thinking the Board planned to eliminate that protection (Session 4, p. 97). The Board proposed to continue the existing level ($12,500) (Session 5) at which point, the LTA increased their amount to $20,000 (Session 6).
The Board presented a three-year proposal of $14,000; $15,000; and $16,000 in session eight; "raised" that to $15,000 for all three years the next session (total dollars were the same); then reverted back to its previous figures the next week (Session 10). The LTA likewise proposed $14,000; $17,000; and $20,000 in session nine. After a caucus that same week, they proposed $20,000 for all three years of the contract; then the next week dropped back to $15,000; $15,000; and $20,000 (Session 10). These behaviors seem to contradict the generally held belief that once a position is taken, one can only move in one direction (up or down) from that position.

The Board and LTA finally agreed to $16,000 for all three years -- a substantial increase over the $12,500 policy in the existing contract. The final figure was almost half-way between the Board's first offer ($12,500) and the LTA's first counter-proposal ($20,000), indicating an equitable agreement. (The Life Insurance Flowchart in Appendix D shows the movement.)

Salary. In almost any collective bargaining negotiation, salary is a key issue. With the Lewiston Board wanting to negotiate a two-year salary agreement, it becomes a very important issue in these deliberations.

Two issues are important when discussing salary -- the dollar base and the index. Indexing is a method of comparison in which the base figure is used to make comparisons with other figures. In the Lewiston schools, the index is calculated by dividing the salary for a teacher with eleven years teaching experience and a masters degree (M11) by the base salary.

For example, if the base were $10,000 and an M11 is paid $16,000, the index would be 1.600. If the base remains the same, and the index is increased just two tenths to 1.800, the amount an M11 would receive increases by $2,000. Both base and index are critical to the deliberations.

Over the course of the deliberations, seventeen different salary proposals were presented, nine in the last two sessions. In the final analysis, looking at just the first year salary figures, the Board moved $350 from its lowest to highest offer, while the LTA moved $300 from its highest to its lowest proposal. The two parties were apart only $100 when the agreement was signed. (A Yearly Salary Figures Flowchart appears in Appendix E.)

Was there movement? An analysis of the five key issues in the Lewiston negotiations would indicate that there is little movement on some issues, and constant movement on others. The discussions on Length of Contract, Reduction in Force and Termination & Non-Renewal appear to be introduced just to be shelved until the final sessions. The money issues of Insurance and Salary, however, showed movement in most sessions
from the time they were introduced until the final session. Discussion on all five issues increased considerably in the final sessions. It would appear that movement is more a function of the topic (issue) than of the phasic structure of negotiations.

Some deadline normally sends the negotiations into the final stage. This was not the case with Lewiston. The contract did not have to be negotiated for a few months yet. However, in session eight, one could sense that the two parties were coming to an agreement -- and soon.

The session began with the signing on the Calendar for the upcoming year. Then the Board presented counter-offers on all remaining articles. The LTA caucused for almost an hour (the longest yet), and when they returned, they were in a very agreeable mood. They agreed to accept in-full or in-part some ten items. They proposed a two-year contract, which was a significant move from the previous position.

The following week the number, duration, and results of caucuses increased. The LTA accepted the idea of a three-year contract and the researcher felt the two parties would reach agreement during this session. However, the Board team supposedly reached the limit of its authority and had to wait another week for the agreement.

In session ten, the final agreement occurred. The final decision was contingent upon two items -- insurance and salary. The board removed their desire to have a ceiling on their insurance payment contributions, a position they had held since session one. The final salary proposal was introduced, and after some discussion and a brief caucus by the LTA, agreement was reached. The author noted, "There is a collective sigh. Some light laughter. The tension breaks. It's over."

Caucuses may also tell us something about which phase the negotiations are in. It is through the caucus process that progress is made. The number of caucuses per session increased dramatically in session nine when four were held, and in the final session when nine caucuses were called. Of the four hours devoted to the meeting, only one hour, fifteen minutes was held in joint session. The remaining time was spent in caucus. Over half the caucuses were held in the last two sessions.

In the Lewiston negotiations, 9.12 hours or 37.2 per cent of the total time was spent in caucuses by both parties. There were twenty-three caucuses over the ten sessions. Of the total, the LTA called fourteen, totally 343 minutes. The Board called nine caucuses for 204 minutes. (A breakdown by session can be found in Table 4 and a comparison of the amount of time spent in each session and in caucus is presented in Figure 1.)
### TABLE 4
CAUCUSES BY SESSION, PARTY CALLED AND DURATION

<table>
<thead>
<tr>
<th>Session</th>
<th>Which Party Called</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>2</td>
<td>LTA</td>
<td>18 MIN.</td>
</tr>
<tr>
<td>3</td>
<td>LTA</td>
<td>20 MIN.</td>
</tr>
<tr>
<td>4</td>
<td>LTA</td>
<td>20 MIN.</td>
</tr>
<tr>
<td></td>
<td>Board</td>
<td>15 MIN.</td>
</tr>
<tr>
<td>5</td>
<td>LTA</td>
<td>23 MIN.</td>
</tr>
<tr>
<td>6</td>
<td>Board</td>
<td>18 MIN.</td>
</tr>
<tr>
<td></td>
<td>LTA</td>
<td>27 MIN.</td>
</tr>
<tr>
<td>7</td>
<td>LTA</td>
<td>25 MIN.</td>
</tr>
<tr>
<td>8</td>
<td>LTA</td>
<td>55 MIN.</td>
</tr>
<tr>
<td></td>
<td>Board</td>
<td>35 MIN.</td>
</tr>
<tr>
<td>9</td>
<td>LTA</td>
<td>45 MIN.</td>
</tr>
<tr>
<td></td>
<td>Board</td>
<td>35 MIN.</td>
</tr>
<tr>
<td></td>
<td>LTA</td>
<td>33 MIN.</td>
</tr>
<tr>
<td></td>
<td>Board</td>
<td>11 MIN.</td>
</tr>
<tr>
<td>10</td>
<td>LTA</td>
<td>15 MIN.</td>
</tr>
<tr>
<td></td>
<td>Board</td>
<td>15 MIN.</td>
</tr>
<tr>
<td></td>
<td>LTA</td>
<td>20 MIN.</td>
</tr>
<tr>
<td></td>
<td>Board</td>
<td>10 MIN.</td>
</tr>
<tr>
<td></td>
<td>LTA</td>
<td>20 MIN.</td>
</tr>
<tr>
<td></td>
<td>Board</td>
<td>20 MIN.</td>
</tr>
<tr>
<td></td>
<td>LTA</td>
<td>8 MIN.</td>
</tr>
<tr>
<td></td>
<td>Board</td>
<td>45 MIN.</td>
</tr>
<tr>
<td></td>
<td>LTA</td>
<td>14 MIN.</td>
</tr>
</tbody>
</table>

LTA = 14 caucuses; 343 minutes  
Board = 9 caucuses; 204 minutes  
Total time spent in caucuses = 9.12 hours
FIGURE 1
DISTRIBUTION OF TIME SPENT IN EACH NEGOTIATION SESSION AND IN CAUCUSES BY HOURS

---Length of Session
----Length of Caucuses
By comparing Figure 1 with the phasic movement the author suggests, one can, just by looking at the length of time spent in caucus, have some idea of the movement in the negotiations. Session one (Phase 1) had no caucuses; Sessions two through six (Phase 2) had a gradual increase in time spent in caucus; Session seven (Phase 3) saw a drop in time spent in caucus; then Sessions eight through ten (Phase 4) saw a dramatic increase in caucus time in each session. Therefore, Douglas's analysis that the final phase will be typified by an increasing number of caucuses and a decreasing amount of time spent in joint session is supported by the Lewiston negotiations.

The researcher concludes, then, that Lewiston had four distinguishable phases, not unlike those presented by other writers. The content, however, of each phase of the negotiations differs considerably from what one might expect from reading the literature. Phase one was uneventful with no examples of caustic rhetoric; the middle phases were consistent with the literature with little progress toward agreement being made; and the final phase differed in that Lewiston was not faced with a deadline.

**Question II: How does distributive bargaining occur in the Lewiston negotiations?**

Walton and McKersie's distributive bargaining model concerns itself with hard bargaining on economic issues. They suggest there are two keys to distributive bargaining -- the first is altering the other party's perception of your position, the second is communicating varying degrees of commitment to a position. They discuss the importance of perception to bargaining:

> It is not necessary for the objective conditions to change; it is only necessary for the perceptions of these conditions to change in order for a negotiator to alter his position. In contract negotiations objective knowledge virtually never becomes complete in the sense that the true nature of all factors is accurately understood by both sides. Thus, it is only necessary to change the other's perceptions in order to alter his bargaining position (1965, p. 60).

To alter perceptions or commitments, the parties try to assess the other's position, conceal their own position, and convey commitment to their own position. The researcher examined Lewiston in light of these three distributive tactics.

How do the parties directly or indirectly assess the other's position? Prior to the negotiations, there are several ways one can gather information about the opposition -- e.g., informal meetings with employees, tours of facilities, opinion surveys, etc. In the Lewiston
negotiations, pre-negotiation meetings with their constituents were held by both parties. The purpose was to see if the constituents could share any information about the opposition that would be helpful to the team. For example, James Prater met with all the school principals (supervisors) to see what their teachers (employees) were talking about regarding the upcoming negotiations.

During the negotiations, the parties try to obtain more direct clues about the other's position. Holding informal conferences, asking direct questions, and verbally abusing a member of the opposition are some of the tactics used to elicit clues (Walton & McKersie, 1965, pp. 63-64). Informal conferences were held on only one occasion in the Lewiston case, when the head negotiators from both parties met to discuss the school calendar.

Throughout the negotiations, both parties asked questions of the other to clarify proposals and the underlying reasons. Pat Lee had even attended a workshop sponsored by the National Education Association which taught different types of questions to ask -- open, closed, leading, paraphrases, etc.

Examples of questions abound in the negotiations. For example, Pat Lee, looking for a specific response he could use in argument, asked a closed question, "What is the longest limited contract a person can have in Lewiston?" (Session 2, p. 46). The response from James Prater was, "Three years." Lee then takes that response, "reinterprets" it for his own purposes, and asks a closed, leading question:

Three years. OK. What you are telling me by that answer is, 'See, the law says we can give a five-year limited contract and terminate it during any one of those five years; we're only going to give three years.' ... And I ask you, is that fair?

In another example, when trying to determine if the Board's salary offer is a "final" offer, Pat Lee looks for something beyond a yes or no response:

Pat Lee: Then if I were to add all those and take the present contract status, then this is not your final offer, because you've obviously appropriated more money than $5.1 million.

James Prater: Oh, you are going to get into that game again, like last year. And I am going to come back ...

Lee: I'm not playing a game. I'm just asking a simple question.
Prater: I am going to tell you a simple statement, O.K.?
The Board will fund whatever we agree to at this table.
O.K. Fine. There you go.

Lee: O.K., that answers a lot of questions.

Prater: O.K., then I have one more proposal. Do you have any other questions on this?

Lee: No, you said the magic words. Real fine (Session 7, p. 142).

For the most part, the Lewiston negotiations were friendly, or at least, civil. The researcher doesn't recall any time when a negotiator verbally attacked someone on the other side. Most of the jousting was done with humor.

There did appear to be some animosity between James Prater, for the Board, and Gerald Bailey, with the LTA. On those few occasions when Bailey became involved in the discussions, Prater's manner changed. He would respond to Bailey in a more hostile manner than he did to anyone else on the LTA team (Session 4, p. 97; Session 5, p. 121).

The communication between the head negotiators was businesslike. However, in Session 7, when Prater appeared to be more hostile than at any other time; he and Pat Lee engaged in a heated discussion on LTA related meeting attendance. Excerpts from the discussion follow:

James Prater: The Board of Education is not desirous of subsidizing union work. You have an opportunity for 15 days of release time.

Pat Lee: The Association views this system or this proposal as a negative proposal taking away more than we have now.

Prater: It is not a take away. . . . The viewpoint here is that 15 days regardless . . . you might not send any delegates on a particular day . . . who knows. I don't know if it is imperative or in the law that they have to attend. I don't know. It is none of my business actually. The Board is willing to grant 15 days of released time. That means we will pay 15 daily salaries. And we're just saying after nine of those, the LTA assumes responsibility for the losses of the substitutes. Oh, yeah, you can work it out your way and say it is a negative and regressive and the Board doesn't see it that way. The Board again goes back to this point -- it prefers to see those teachers in the classroom teaching where they belong from the Board's point of view.
Lee: I might also assume that the Board would prefer to see all their administrators stay at home during the year too and not attend any professional functions outside their administrative duties.

Prater: Well, if you want to get involved in professional functions of the Board . . .

Lee: No, I'm just saying that . . . what is good for the goose ought to be good for the gander. If, in fact, we let administrators go, we would be able to let teachers go.

Prater: Oh, Pat, if you're willing to work for the LTA when you leave school, fine. Whenever the administrator leaves, it is directly connected with school work. The two are miles apart. You know it and I know it. And I think it is dumb to sit here and say 'what is good for the goose is good for the gander.'

Lee: Well, I am just trying to find out where you are coming from.

Prater: Well, you know where I am coming from. We are trying to improve this negotiated agreement. We are trying to meet you half-way, you know. Where are you coming from? You are just saying 'give me, give me, give me, give me' (pp. 129-131).

Essentially, the parties tried to assess the other's position by asking questions and by testing the opposition to see how far they would go. There was limited animosity between the parties in Lewiston, as their work was carried out in a businesslike manner.

In assessing the other's position, Walton and McKersie suggest that continual assessment is essential and to accomplish that, the parties most likely will adopt a person-to-person strategy at the table (1965, p. 66). The purpose is to make the task of observation easier. Nierenberg suggests:

Let each member of your negotiating team observe and listen carefully and report during caucuses exactly what his opposite number is doing. He should report on the other's nonverbal communications, his relative strength or weaknesses in comparison with the other team members, his possible vulnerability to suggestions (1973, p. 49).

In the Lewiston case, the team members were paired person-to-person. The head negotiators sat in the middle and opposite each other. Although the meetings were evenly divided between the Board offices and a
high school classroom, the "man-to-man" assignments never changed for the ten sessions. (The physical arrangement of the rooms is illustrated in Appendices F and G.)

Does seating or location make a difference? Bargainers must think it does. Talking "across the table" is perceived as the norm for spatial arrangement of the parties (Douglas, 1957, p. 71; International Labour Office, 1973, p. 61). Anything other than that competing arrangement can cause some discomfort. Nierenberg relates an anecdote about a collective bargaining session he attended:

Once I was invited to a union-management negotiation, representing management. After I was introduced, the union representatives asked me to sit on the side of the table opposite them. When I sat down on 'their' side, the union team looked at me rather strangely. Shortly after the negotiation had started, however, the union forgot that I represented management and the members were listening to my suggestions from their side of the table as carefully as they were to those of their own team. The attention they showed me was most helpful in bringing the negotiation to a satisfactory conclusion (1973, p. 53).

Pat Lee, when interviewed by the researcher, noted that his strategy was to always assume more than one-half the table. In other words, Lee would deliberately move his folders, papers, etc. across an imaginary line down the center of the table to communicate his power, or in his words, "to balance the power of the Board."

Researchers make a major issue of site selection. It carries with it a meaning of power. If the two parties are to ensure a norm of equality, they must choose a neutral site. This is usually the case. Rubin and Brown document this important consideration when they discuss site selection.

The issue of site selection is often more important in bargaining because it has implications for the amount of control that each party may exercise over the physical arrangements of that site, as well as for the psychological climate in which the exchange takes place. More specifically, when negotiations are conducted on one's home territory, the host has a legitimate right to assume responsibility for arranging the physical space . . . . In contrast, a bargainer who is a guest may come to view himself as occupying subordinate status and may thus be induced to behave less assertively or even deferentially toward his host (1975, pp. 82-83).
In Lewiston, while much effort was made to ensure balanced meeting locations, both Pat Lee and James Prater told the author that location made no difference. Prior to the 1978 negotiations, all sessions were held at the Board offices. Holding half the sessions at the high school (LTA turf) was a concession to the LTA.

So in Lewiston, as in other negotiations, the parties made efforts to ensure they could assess the other's position by adopting a man-for-man policy. Additionally, the parties in Lewiston minimized the effects (real or imagined) of location by meeting equally on both teams' turfs.

How do the parties conceal their own positions? In their work, Walton and McKersie suggest two ways negotiating teams conceal their own positions: They minimize the clues or they convey deliberate impressions by maximizing the clues (1965, p. 67). When minimizing the clues, two strategies predominate in the Lewiston negotiations -- the use of silence and using a single spokesperson.

What is not said in negotiations is often more important than what is said. Silence can convey a concession, a firm position, a consideration, boredom -- any number of things.

Two obvious situations where silence played a vital role are the Board's refusal to even respond to the LTA's dental insurance proposal, and the LTA's withdrawal from discussion on some key issues such as RIF, In-Service Training, and Grievance Procedure.

For four weeks the Board knew about the LTA's desire to add dental insurance to their health benefits. The Board ignored the issue until session five, when the LTA confronted them with the issue. The Board explained their position, and the next week, the LTA dropped dental insurance from their proposal. The silence can be interpreted as the Board's refusal to consider dental insurance. However, for five weeks the LTA team did not know what the Board's position was.

At first glance, one might think the LTA's withdrawal on some key issues meant concession. However, on hindsight, it can be interpreted as a refusal to discuss the topic until the other party made some changes. In all instances, the withdrawal from discussion seemed to work. At least the Board acquiesced and substantially changed its position.

The other way Walton and McKersie suggest that teams conceal their position is by using a single spokesperson, therefore minimizing the sources for clues. This was true for the Board team, but not for the LTA.

By counting the number of times each person spoke in each negotiation, and by estimating the length of each communication, the researcher was able to judge relative participation of each team member.
The distribution of communication by team and primary negotiators can be found in Figures 2 and 3.

James Prater, the head negotiator for the Board, dominated the discussions. He accounted for 45.4% of all communication during the sessions, and almost 95% of the Board's participation. There were three sessions in which he alone spoke for the Board; the other two Board members saying nothing.

This single-person dominance did not hold for the LTA. The head negotiator, Gail Sweet, and the OEA Uniserv consultant, Pat Lee, shared the spotlight. In four of the ten meetings (one in which Lee was absent), Sweet acted as chief spokesperson for the LTA team; in six of the sessions, Lee did. The single spokesperson rule applies somewhat, however. In only two sessions did the two participate about equally; in all others, one or the other dominated the LTA's contributions.

It should be noted that the three people mentioned above, Prater, Lee, and Sweet, accounted for over ninety per cent of all communication, leaving the remaining ten per cent to be assumed by three additional people.

The parties, then, sought to minimize clues for the opposition by selectively remaining silent on some issues and by utilizing a single spokesperson. On the latter issue, the Board clearly used only one person to advance its case, while the LTA seemingly alternated that responsibility.

To maximize clues or convey a deliberate impression to the other party, Walton and McKersie suggest that parties present information that gives the opposition a "better appreciation of the basic importance of the issue" (1965, p. 69). This is most often done on money issues, and was certainly done in Lewiston.

There is a great difference in how each party presented its salary recommendations. The LTA played down the dollar amount as much as possible, by merely presenting its recommendations without fanfare. The Board did just the opposite. When presenting any change in the salary schedule, the Board also presented total dollars the proposal would be costing the Lewiston taxpayers, how much the increase would mean to each teacher in dollars and percentage increase, and how many other items the Board would be responsible for in upcoming years -- new teachers, special programs for the handicapped, etc. A typical Board proposal appeared in session seven:

James Prater: (After presenting the dollar amounts) It's terribly important that any organization dealing with the Board of Education recognize where the Board is coming from. Let me take a few minutes to remind you of a few things.
FIGURE 2
DISTRIBUTION OF COMMUNICATION BY HEAD NEGOTIATOR
AND BOARD TEAM BY PERCENT FOR ALL SESSIONS

---Board Team (47.8% of all communication)
-----Head Negotiator (45.4% of all communication; 94.9% of Board's)
FIGURE 3
DISTRIBUTION OF COMMUNICATION BY HEAD NEGOTIATOR, UNISERV CONSULTANT, AND LTA TEAM BY PERCENT FOR ALL SESSIONS

--- LTA Team (52.5% of all communication)
----- Head Negotiator (19.0% of all communication; 36.5% of LTA's)
***** Uniserv Consultant (25.8% of all communication; 49.4% of LTA's)
One, we have some mandates by the state. (He discusses at length the provisions the Board will take for making buildings more accessible to handicapped students.) . . . I might remind you that next year we must meet minimum standards of twenty-five students per every classroom teacher and five ESP teachers for every 1,000 students enrolled or fraction thereof . . . We are probably looking at a minimum seven or eight additional staff members for next year . . . . So when we do say, yes, it's nice to talk about a number of days for severance, a number of this, a number of that, increase that, increase this. Lewiston and the taxpayers of Lewiston have only such a big size base and obviously we are going to work with whatever it is they give is, and I know that's our responsibility and all that sort of nonsense, Pat. But it should also be your concern and our concern because we all work in the school district together. So economically speaking, it behooves both of us on either side of the table to recognize the amount of money that the Boards of Education across the state, not only Lewiston, are being told that they are going to spend, etc., etc., by the state Legislature. So, we think these are two very good counters in terms of the salary and take a good look at them (pp. 141-142).

Prater wanted to convey the deliberate impression that the Board was giving a lot, doing a lot.

How do the parties convey commitment to their positions? The foundation of distributive bargaining is hard bargaining -- taking a position and not moving from it. Walton and McKersie regard this taking a position as commitment. Commitment differs from a threat in that a threat is conditional on the other's action (Schelling, 1960, p. 124).

Walton and McKersie suggest that the parties convey degree of firmness and flexibility through their communication. In general, they say, the firmer the commitment, the clearer the communication; the weaker the commitment, the more ambiguous the communication (1965, p. 93).

Using that "hypothesis," the researcher examined Lewiston. A couple of examples where the two parties did not take strong positions are on the dental issue and on salary early on.

In the following discussion on dental insurance, the LTA tries to explain its position on dental insurance. Their salary offer was contingent on how the Board responded to dental insurance. The Board, on the other hand, was not going to commit to a salary position until it had a better idea of how hard the LTA was going to push for dental insurance. Neither party was committed to its position.
Gail Sweet: And we have a problem on 44, Salary. It is because of the fact that we have some other very important economic items here and they are going to affect what we do here. If you would be amenable to some of those other economic issues.

James Prater: You're obviously talking about dental insurance. You know, there's no question that salary and dental insurance, to a big degree, have to be tied into each other, because dental insurance is one heckuva economic item and . . .

Gerald Bailey: We wanted to defer putting out proposal across until . . .

Sweet: The situation we are in is that we are prepared to . . .

Bailey: You have still not responded to our initial dental proposal.

Prater: Yeah, we've said no.

Sweet: So we are unable to know exactly which . . . where we are on this salary proposal right at the moment.

Prater: Well, let's give you the history, O.K.? (Prater presents the previous salary proposal, not once mentioning the dental proposal of the LTA)... Now, I guess we are giving each other suggestions and hints -- that kind of thing. I don't know what we've brought out. You know, we both agreed that if we are ever going to consider dental insurance that . . . you know, to give dental insurance . . . I'll put it bluntly . . . is going to make a heckuva difference on the salary. If you don't go dental insurance, it's going to make a heckuva difference on the salary. So, you know, we have to give each other more clues than that. I am trying to be as honest as I can.

Sweet: I appreciate that.

Bailey: We do have two proposals on salary ready to come across depending upon . . . you know . . . and they vary quite drastically on price because one of them is with and one of them is without dental. Because, you see, we're still . . .

Prater: Yeah, but you understand here that dental covers a host of sins. Single coverage for the person that's working for us. 100% versus non-100% enrollment. Plus combinations
of sharing costs, and on and on and on and on. You know, what I am saying is that you just cannot say 'dental insurance,' because it covers such a wide range of coverage. (Session 5, p. 110)

On another issue, Reduction in Force, the Board rejected the LTA proposal of reducing the professional teaching staff solely on the basis of seniority -- last hired, first fired. The Board, however, did not seem willing to totally reject the proposal. In the following example, Pat Lee attempts to determine whether the Board was rejecting the LTA's RIF proposal carte blanche.

Pat Lee: Jim, I have a question. Even though you rejected the proposal, which is new. . . I guess, what I am asking is, are you rejecting that carte blanche in its entirety, or do you believe there are certain aspects in there that can be agreed to that you feel would be necessary in the aspect that more defining reduction in force.

James Prater: We are rejecting it carte blanche. We just don't feel that that is appropriate at this time.

Lee: The LTA is saying even though the staff is well enough now, it may go down, and we're thinking now of your aspect of a three-year contract. And if you were to see to a three-year contract, we feel that we would have to have some procedural aspect to go beyond A now.

(A lengthy discussion of RIF situations in surrounding states.)

Lee: Is that aspect -- the bumping rights . . . Is that the primary concern of the Board?

Prater: Well, I think . . . when you asked me before carte blanche . . . I think the whole thing of making it so specific.

Lee: And I guess the last one . . . is that a concern of the Board?

Prater: Yeah.

Lee: So it is a concern.

Prater: Well.

Lee: I mean more of a concern than . . . Well, you said carte blanche and all I am trying to negotiate of the carte
blanche really those areas that are really bad and those areas you might soften up.

Prater: O.K., you see, when you say nonrenewal of contracts, that is kind of ambiguous, because, you know, on one side you say that non-tenured teachers shall be first to go and then over here you say that nonrenewal of contracts shall not be used in any reduction in force.

Lee: Is that a major problem?

Prater: Yeah.

Lee: O.K., why is it a major problem?

Prater: Four hundred years, six years. You know, what is an appropriate time to suspend a contract? For how long does that teacher have a recall right? ... I don't know. I'm saying that this thing in total is objectionable to the Board.

Lee: I know. I'm trying ...

Prater: I know you are. (Laughter) (Session 3, pp. 66-70).

Lee was not willing to let Prater off the hook until he had a better understanding of the Board's position. Prater obviously did not reject the LTA proposal carte blanche, for in session ten, he presented a very conciliatory seven-step plan for Reduction in Force.

Another area in which clarity becomes an issue is with the presentation of the final offer. In Lewiston, a discussion of the final salary offer occurred as early as session seven, when Pat Lee questioned James Prater after the latter had taken several minutes to justify the Board's latest salary offer.

Pat Lee: Then, if I were to add all those and taken the present contract status, then this is not your final offer, because you've obviously appropriated more money than $5.1 million.

James Prater: Oh, you are going to get into that game again, like last year. And I am going to come back ...

Lee: I'm not playing a game. I'm just asking a simple question.

Prater: I am going to tell you a simple statement, O.K.? The Board will fund whatever we agree to at this table. O.K. Fine. There you go.
Lee: O.K., that answers a lot of questions... You said the magic words. Real fine (Session 7, p. 142).

In session ten, the final agreement occurred. The language that introduced a Board proposal speaks to how close the two parties were getting to the end. Prater introduced the first Board salary proposal of the session:

O.K., I have a verbal offer, although I want to impress upon you the fact that this offer that we are giving is a very, very, very good one. I think you must give it very serious consideration. (He presents the salary offer.)... We think we have given you a very, very, very significant proposal salary wise. (p. 180)

When he is ready to present the Board's final offer, Prater does just that. Prior to this offer, Prater had not used the term "final."

What I'm saying is we've said this or said that, but if we agree on salary, everything else is done because we've submitted packages and have agreed to them. (He reviews the Insurance proposal.) So, therefore, I wanted to bring out to you... and you'd asked, Pat, when are we going to give you our final proposal and this is it. We want to be sure. That we offer... that we will give you $10,100 next year at 1.8307. The year after that $10,600 and 1.8411. (He explains what the figures mean.) But, Pat, I want you to understand where we are. (p. 185)

Language does appear to be muddled during the negotiations. Douglas would attribute that to the the nature of collective bargaining, Walton and McKersie to a method to convey commitment or lack of commitment. This researcher would suggest that an additional factor might also affect clarity in negotiations -- the personality and training of the negotiators.

From his field notes, the researcher recalls noting how ambiguous and legalistic Pat Lee sounded. This was verified later in his interview with Lee. Lee had been trained in communication skills, which included strategies and tactics to either clarify or muddle the issues. On the other hand, James Prater was easily understood and the intent of his questions and statements was obvious. Prater was not a professional negotiator, nor had he been trained in negotiation skills as had Lee.

Therefore, judging from the Lewiston negotiations, the researcher would conclude that the degree of commitment conveyed is as much a factor of personality as position taken on an issue. Finally, it is important to note that distributive bargaining strategies, as Walton and McKersie describe them, occurred throughout the Lewiston negotiations, not just on
"distributive" issues such as salary and benefits. The examples the researcher has cited come from various sessions. This would contradict Morley and Stephenson's contention that only the first phase of the negotiations is distributive.

**Question III: How does integrative bargaining occur in the Lewiston Negotiations?**

Walton and McKersie differentiate between distributive and integrative bargaining:

We referred to the subject matter of distributive bargaining as issues. The subject matter of integrative bargaining is problems. . . . Issues involve a fixed total objective value which can be allocated between the parties in various shares of proportions. Problems, on the other hand, are agenda items which contain possibilities for greater or lesser amounts of value which can be made available to the two parties (1965, p. 127).

Integrative bargaining is centered on more qualitative issues such as job security, union recognition, etc. In fact, if one examines the forty two items in the Lewiston Master Contract (Appendix C), only a very few (salaries, insurances) are distributive; the remainder are integrative.

It is here that Walton and McKersie suggest that the two parties become a problem-solving group. In problem-solving small groups, the ideal is that there is communication among all participants. Not so in Lewiston. While the two parties may have been discussing common problems, the communication patterns for these topics were no different than for the topics on money issues. In all cases, most of the communication occurred between the head negotiators of the two parties. To the researcher's knowledge, at no time did the Lewiston negotiations demonstrate an open communication pattern among all participants.

Walton and McKersie use Dewey's problem-solving method as the foundation for their discussion of integrative bargaining tactics. The parties first identify the problem, then search for alternatives, and finally select the best alternative (1965, pp. 145-155).

To present an account of each integrative issue would be to offer a complete analysis of almost every contract item. Five contract items have already been presented; others alluded to. Of those five items, three can be considered integrative topics. Therefore, the researcher will not present further examples of integrative bargaining.

In Lewiston, the problems were identified in session one when both parties presented the items they wished to discuss in the 1978
negotiations. The agenda for discussing those items generally followed the order in which they appeared in the previous contract. However, less important issues were disposed of early in the negotiations and early in each session.

The final agenda item of each session was to give advance notice of those issues on which each party would present a counter-proposal the following week. This concern for clarity about whom was to present what aided the negotiations by ensuring that the parties were prepared for each session.

In searching for alternative solutions to problems, Walton and McKersie suggest that "having everything tentative until everything is agreed upon suits integrative bargaining, because a solution for one problem may affect the solution of another problem" (1965, p. 151). Tentative agreement was the order of the day in Lewiston. Of the over twenty items discussed and agreed to during the negotiations, only eight were signed by both parties prior to session ten. They were: Tax Sheltered Annuities, Curriculum Improvement Council (Session 2), Certificates & Transcripts (Session 3), Professional Teaching Staff Responsibilities (Session 4), Association Recognition (Session 5), Teacher Contracts, Supplemental Salaries (Session 6), and School Calendar (Session 8). In session eight, after a long caucus, the LTA tentatively agreed to almost ten items. However, their agreement on all of those items was contingent on the final salary agreement.

When an agreement was signed in the Lewiston negotiations, an interesting event occurred. Neither head negotiator would begin signing until the other began. Like a Mexican standoff, they started writing at precisely the same moment, neither letting the other get the upper hand. To sign early might be interpreted as a weakness or eagerness on that issue.

In summary, integrative bargaining occurred throughout the Lewiston negotiations. In fact, most of the negotiations were concerned with integrative issues. These issues have been discussed in various sections of this chapter. The parties identified the problems, searched for alternative solutions, and selected what they believed to be the best solution. Agreement on most "solutions" was tentative until the final settlement.

Question IV: How does attitudinal structuring occur in the Lewiston negotiations?

As mentioned earlier, Walton and McKersie present five possible relationship patterns in collective bargaining: conflict, containment-aggression, accommodation, cooperation, and collusion. At the conflict end of the continuum, the relationship is characterized by
moves to destroy or weaken the opposition, distrust, and antagonism. Moving toward accommodation, there is an acceptance of the other party, limited trust, and courteousness. Collusion is characterized by an intimate "odd bedfellow" arrangement where trust is founded in the potential for blackmailing the opposite party (Walton & McKersie, 1965, pp. 186-188). Figure 4 presents the five relationship patterns.

FIGURE 4
ATTITUDINAL COMPONENTS OF THE RELATIONSHIP PATTERNS

<table>
<thead>
<tr>
<th>Attitudinal dimensions</th>
<th>Pattern of relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Conflict</td>
</tr>
<tr>
<td>Motivational orientation and action tendencies toward other</td>
<td>Competitive tendencies to destroy or weaken</td>
</tr>
<tr>
<td>Beliefs about legitimacy of other</td>
<td>Denial of legitimacy</td>
</tr>
<tr>
<td>Level of trust in conducting affairs</td>
<td>Extreme distrust</td>
</tr>
<tr>
<td>Degree of friendliness</td>
<td>Hate</td>
</tr>
</tbody>
</table>

The authors suggest that factors determining the relationship include the context of the negotiations, the personalities of the key negotiators, and the social beliefs of the negotiators. The researcher examined the Lewiston negotiations in light of these three factors to ascertain what relationship pattern existed between the LTA and Board in 1978.

How do the contextual factors affect the relationship? Contextual factors often affecting negotiations include the economy, the environment and market conditions. In school negotiations, local economics and voter support of school levies impact more readily than do market conditions.

Good economic times usually encourage cooperation between union and management. A poor economic climate may have an opposite effect as the union seeks to protect its membership and to guarantee the gains it has made. Management tries to improve efficiency and productivity in preparation for harder times. However, if a crisis such as a recession occurs, the opposite might happen. The two parties are likely to gravitate toward each other, each needing the other for survival.

In 1978, Lewiston was operating in a healthy economic climate. Unlike surrounding school districts, Lewiston seemed unaffected by
economic problems, strikes, or open hostility between the school board and union. There has never been a strike in Lewiston and in 1982, the voters passed a four mill levy to support the schools. While 1978 was a time of safe financial conditions, it was not the time to institute massive new programs or anticipate the hiring of personnel. Lewiston had just come off a decade of rapid growth, but school enrollment was gradually, but steadily declining. Therefore, on the basis of context, the researcher would place Lewiston in the middle of the continuum.

How do personality factors affect the relationship? Walton and McKersie outline four personality variables that shape the relationship: authoritarianism, dogmatism, self-esteem, and maturity (1965, pp. 193-196). They suggest that negotiators who are high in authoritarianism and dogmatism, and low in self-esteem and maturity move the bargaining relationship toward the conflict end of the relationship continuum. Those negotiators low in authoritarianism and dogmatism, but high in self-esteem and maturity lead the negotiations toward the collusion end. Hierstein found no relationship between the one variable, dogmatism, and either the stage of negotiations or the terms of agreement (1980).

By observation, the researcher would conclude that, in Lewiston, the primary negotiators, Lee and Prater, were confident, mature individuals and did not appear to be autocratic or dogmatic. They were confident of their positions, but were willing to listen to each other.

Of the two, Lee appeared to have more training and experience in negotiating, having been trained by the National Education Association. His profession was to assist local teachers' associations in their contract bargaining talks. Prater, on the other hand, had been negotiating contracts for the Lewiston Board for four years prior to 1978, but had no other experience. It should be noted that Prater was the school personnel administrator, not a professional negotiator.

In the 1978 negotiations, the two primary negotiators respected each other, but that had not always been the case in Lewiston. According to James Prater, the Uniserv consultant prior to Pat Lee had been an obnoxious, autocratic individual. During those years, the relationship between the two parties was strained; Prater contended much due to the personality of the Uniserv consultant. Prater indicated that the relationship changed when Lee came on board, when the LTA leadership shifted from secondary to elementary teachers and from male to female, and when the two parties became more accustomed to each other.

Therefore, the researcher concluded that, based upon the personalities of the primary negotiators, the relationship between the parties in Lewiston was one of cooperation. The other factors mentioned by Prater probably have equal or more effect on the relationship.
How are social beliefs communicated? The social beliefs of the management and union groups affect the nature of the relationship. Management typically believes in management's right to manage; the union typically believes it has the best interests of the employees in mind. Parties who believe strongly in these positions engender conflictual relationships.

The researcher examined the Lewiston negotiations to see how strongly each party communicated its beliefs. Using the following examples, one can conclude that both the LTA and the Board felt strongly about their positions.

Throughout the negotiations, James Prater emphasized the mandate from the Lewiston voters for the Board to run the schools. For example, on the topic of Reduction in Professional Teaching Staff, he states:

"Faced and charged with responsibility of running the affairs of the school, the Board would agree that when necessary, the Board may reduce the number (of teachers). Now they're not capricious or arbitrary and are not going to reduce that unless it would be absolutely necessary" (Session 2, p. 42).

Prater not only felt that the Lewiston Board had been given the responsibility for local school affairs, he spoke for school boards across the state when, in session ten, he said the power of school boards was being taken from them by unions.

(Introducing his seven-step plan for reduction in force) I think this indicates a significant move on the part of the Board in this area. Needless to say, more and more of these articles lean towards control and power in spelled-out procedures which I think most boards across the state feel are being eroded by unions who are more and more determining what will go on in the school districts than these people who have been elected by the public to run the schools. So, I guess in Aurora and these other school districts, these boards of education suddenly find themselves representing the people, yet unable to carry out the duties (p. 174).

In an earlier discussion, Prater indicated that the Lewiston Board had responsibility for the "total school district -- students, parents, teachers, and anyone else" (Session 3, p. 65).

The LTA, likewise, felt they, and they alone, represented the best interests of the teachers. Much time was spent by the LTA in the negotiations ensuring their spot as the bargaining agent of the Lewiston teachers. They did not want another bargaining unit, namely the American Federation of Teachers or the Classroom Teachers' Association, to replace them. Therefore, in what one might classify as collusion, the two
parties outlined what would happen in the event that the LTA was decertified by the teachers and a competing organization voted in.

This concern for representation was shared by the Board. They did not want to begin negotiations with an entirely new organization or group of people. Also, traditionally, the American Federation of Teachers and the Classroom Teachers' Association have been more "militant" than those organizations affiliated with the National Education Association, such as the LTA.

One common factor that permeates much of the LTA's communication is their concern for the individual teacher. When discussing insurances or RIF, for example, Pat Lee would often present hypothetical examples of what would happen to the Lewiston "teacher" confronted with either the Board's or LTA's options. Of course, the teacher would "lose" with the Board's proposal.

On the topic of reduction in force, Lee drove the point home by emphasizing that an individual teacher might lose her job if the LTA agreed to the Board's proposal.

Pat Lee: Jim, why we made that is that we believe ... that when you're playing with a person's career, (you) should not be (making) subjective value judgments at that point in time.

Prater: Well, that's where we have a big difference of opinion. Because I do feel that the administration or principal ... has not only the right, but the responsibility to make subjective and objective decisions ... on who's retained in that building.

Lee: But his subjective evaluation is based on something he hasn't seen, and he is saying, "Gee, I really don't think Mary is going to be a good language teacher. She's great in French, but I don't think she is going to be a good English teacher." The individual has not observed that and we think that kind of subjectivity is not the proper form in such an important thing as a person losing your (sic) job (Session 2, p. 44).

Lee later spoke of the LTA's proposal in humanistic terms as he characterized their position as talking about "basic human rights" (Session 2, p. 46).

Both parties obviously felt they had the best interests of the teachers and the community in mind. However, the Board was more inclined to favor the latter over the former, and the LTA visa versa. The LTA directly challenged the Board's apparent concern for teachers when discussing the number of sick days the Lewiston teachers could accumulate:
Pat Lee: As to the rigidity you set forth, (the Board) says (to an individual teacher), "Hey, you are not worth more than 210 days." or "You are not worth more than 215."

James Prater: What is a person worth?

Lee: What we put forth -- 215, 230, 245. . . . We don't believe that Lewiston teachers should be shortchanged. Why should they be shortchanged?

Prater: I don't think we are shortchanging the teachers at all.

Lee: I think you would object to that if you were affected. Those people that might be affected at that point would say, "Yes, we have been shortchanged." The question of shortchanging is not the question. The question is, is a Lewiston teacher only a third as good as somebody else in another system who grants fifteen days?

Prater: Where do you get the statement that the teacher is only worth five or ten or fifteen days? We are offering to any teacher in the Lewiston schools 210, 215, 220.

Mike Shinn (For the Board): Our point is how much is enough? (Mad)

Lee: There's never enough protection. You know that, Jim. The sky is the limit on the protection.

The attitudinal positions of the two parties were stronger than the other two factors and created most of the heated discussions throughout the negotiations. It was when Pat Lee would challenge the authority of the Board to manage that James Prater would become irritated. And whenever the LTA felt the Lewiston teachers were being "cheated," it would quickly rally to their defense.

The strong beliefs of the two parties moved them toward conflict. The personalities of the primary negotiators and the economic climate in Lewiston tilted the negotiations toward cooperation. The researcher would conclude that had it not been for a favorable economic climate and mature, confident negotiators, the Lewiston negotiations, based solely on social beliefs, could have been much more hostile. As it was, the personality and economic factors tempered the negotiations and a relationship of accommodation characterized by an acceptance of each other, limited trust, and courteousness is apparent.
Question V: How does interorganizational bargaining occur in the Lewiston negotiations?

As stated earlier, one of the assumptions of collective bargaining is the two-party nature of the negotiations -- the negotiators represent constituencies. Morley and Stephenson indicate that the conflict in formal negotiations is a function of the "attitudinal commitments of a negotiator to a party position, and the role obligation of a negotiator to represent a party" (1977, p. 29).

While both parties' negotiators are subject to demands and pressures, Walton and McKersie surmise that the union negotiator is subject to more constraints than his company counterpart (1965, p. 5). Union representatives are elected and, of course, must face reelection challenges. Additionally, the contract must be ratified by the union membership, but not by a company's stockholders.

Smardon reaffirms this skewed pressure situation when he writes:

> It is essential to remember that management is negotiating with union officials, not with the employees. Union officials like their jobs -- or at least the power, the expense accounts, and sometimes the political appointments and favoritism which these jobs bring. But union officials have to run for reelection on their record, and these days their record is measured almost exclusively by their success at the bargaining table (1966, p. 7).

While the party pressure is always present in negotiations, Douglas contends that it diminishes as the negotiations progress (1962). In her study, she used identifiability of the negotiators as justification for suggesting that party influence diminishes during the negotiations.

The researcher was limited in his examination of this area. Unlike other researchers (e.g., Better, 1973; O'Toole, 1979), he did not observe the internal meetings of the parties. In fact, he felt that in so doing, he would subject his research to a one-sided view of the negotiations; a fault of both the Better and O'Toole studies. The researcher did draw conclusions about interorganizational bargaining by observing the communication of the parties at the table and how they communicated with their constituency.

The Board seemed to be less impacted by their constituency than did the LTA. This would be consistent with the literature. The LTA team members were elected by their colleagues to serve only a limited term. The Board negotiators were employees of the school system; however, the School Board members were elected by the Lewiston voters.
Also, just the size of the constituency can make a difference. The Lewiston Board of Education was comprised of six members. In a matter of minutes, the Board team could poll their entire constituency. For the most part, they needed only the approval of the Superintendent of Schools to move forward in the negotiations. It was only the substantive issues, such as salary and insurances, that needed Board approval. It should be noted, however, that the school principals, while not constituents in the truest sense, were kept informed by the Board team.

The Lewiston Teachers' Association had responsibility for communicating to every teacher in Lewiston. However, as is typical in most union environments, many of its members were only "due-paying" members, and did not become involved in the activities of the LTA. The researcher would also suggest that many teachers, while enjoying the benefits of union membership, possibly did not feel comfortable belonging to an organized bargaining unit. They saw themselves as professionals, hence the name "Association." Lewiston teachers, being surrounded by communities with heavy influence by the automobile industry, would most likely associate union membership with the blue collar workers of the United Auto Workers.

Both parties had observers that played vital roles in the deliberations. While the observers said very little during the negotiations at the table, all participated in the caucuses. Generally, there were more observers for the LTA than for the Board. This would only make sense given the size of the constituent organization.

After the first session, members of the Lewiston Board of Education did not appear regularly to observe the negotiations. In the final session, there were no observers for the Board, just the three negotiating team members. According to James Prater, this absence of Board members in the final session was intentional. It was to give the impression that the Board team had been given the authority to make the final decision.

Looks can be deceiving, however. In session nine, Prater explained the limitations placed upon him by the Board by stating:

Now, I also have to say that we had hoped that if nothing happened tonight by this time that possibly we could come back on Wednesday, but unfortunately, having reached the limit of my authority, I have got to talk to a lot more people than just the superintendent (p. 171).

Throughout the negotiations, the LTA was represented by five or six observers. Pat Lee mentioned that there were permanent slots on the observer team for LTA officers, but two slots rotated each week to give rank-and-file members an opportunity to observe the proceedings. After each session, the LTA published a weekly newsletter that was distributed
to every teacher in Lewiston. This channel of communication kept the membership well informed of what was happening in the negotiations. The LTA also held weekly briefing sessions in a local church for any teachers who wanted to attend.

In the final session, the LTA had most of the Lewiston school representatives waiting in a large room outside the negotiating room. It seemed that every move the LTA made in the final session was first approved by its constituency.

An event in the opening moments of the Lewiston negotiations also supports the notion that the LTA was concerned about constituent support. The LTA chose not to change some twenty contract items. However, they wanted to sign an agreement on each item just as if it had been debated and an agreement reached. While Gail Sweet does not state it in the following exchange, one can guess that to sign those twenty articles gives the appearance, at least to the LTA membership, that all were presented and discussed.

Gail Sweet: Would it be possible for us to sign these and get these out of the way right now, so we won't have to worry about them at a later date? . . .

James Prater: Well, the only thing we have always questioned is why do we have to sign something that neither of us are considering presenting at the table. If they are not part of an agenda item, then it would be understood that we don't have to sign it right away. There's no sense in signing things we already have because our contract says anything that's not negotiated, you know, will remain as is -- as part of the contract.

Sweet: Well, the reason that we prepared them was so that when we look back on this, there will be no question as to that we did discuss them or at least considered them and then decided that we were not going to do anything. And also having them in there that way will make it easier when we finally finish this and get around to compiling it (p. 4).

Language also gives us a hint as to the party nature of the negotiations. The Board was usually referred to as "they" even by the Board's own negotiating team. Late in the discussions, the Board team, when presenting a proposal, would indicate its knowledgeable concern that the LTA had to sell its membership on the contract provisions.

Therefore, on the issue of intraorganizational bargaining, the researcher concluded that, in Lewiston, both parties had to answer to a constituency. The Board team's task was easier from the standpoint of size of its constituent organization, and it seemed that the Board of
Education, by sending fewer observers as the negotiations progressed, gave the Board team more leeway in making decisions. On the other hand, the LTA team had a large organization to keep informed and from which it got approval. The team's concern for its constituency was demonstrated in a number of ways including signing agenda items that were not discussed, making observer spots available to rank-and-file members, printing a weekly update, holding periodic briefings with members, and finally having a large number of LTA members present at the final session.

The researcher has examined the Lewiston school negotiations in light of current literature in collective bargaining behavior. Five research questions have been posed and each was answered by analyzing the data. The implications of this analysis will be presented in the subsequent chapter.
The original purpose of this study was to examine collective bargaining in light of current literature. The negotiations between a southwestern Ohio school board and teacher's association were analyzed. The unique feature of the study is that it analyzed a complete set of actual collective bargaining negotiations.

Three theories that can be utilized to explain collective bargaining theory were explicated. Conflict theory, especially that dealing with the management of conflict, was presented as being relevant to collective bargaining.

Bargaining theorists tend to focus on strategies and tactics and the goals of bargaining. Goals are often operationalized through economic models of bargaining that ignore the process of bargaining. Strategies and tactics are difficult to identify in research.

Those theories which do examine the process of bargaining have more relevance to real life situations. Walton and McKersie have presented four subprocesses of bargaining (1965), and Douglas has extensively examined how bargaining occurs in a field setting (1962).

The communication theory that has applicability to collective bargaining focuses primarily on problem-solving small groups. Significant differences between collective bargaining and small groups have been presented.

Five approaches used to study collective bargaining were examined. Game research ignores the basic assumptions inherent in collective bargaining. Communication is not important to the playing of the games and is often forbidden. There is very little about game research that applies to collective bargaining situations.

Interaction research was rejected because it is cumbersome and the very thing it is seeking to examine, communication, is lost in the process of "translating" that communication into numerical data suitable for computer analysis. While experimental simulations, especially those using actual bargaining data, are a step in the right direction, they still fall short of reality. As we learn more about collective bargaining and have more actual data to use in bargaining simulations, this research will have more value.
Most of the academic studies of actual collective bargaining negotiations have been field surveys. They have added to our knowledge of bargaining, especially in the areas of attitudes toward collective bargaining and the effects of bargaining on various groups. They fall short because the studies don't examine actual bargaining sessions; they tend to rely on public records or questionnaires.

Finally, field studies were presented as the most relevant way to examine collective bargaining negotiations. Examples of other field studies were presented and the researcher concluded that although lack of control is a weakness of field studies, the opportunity to observe negotiations in their actual setting outweighed the weaknesses.

The researcher chose to examine the Lewiston negotiations, using the phasic structure of bargaining and the subprocesses presented by Walton and McKersie as the foundation for his research. In his analysis of the Lewiston negotiations, five research questions were developed. Conclusions can be drawn from an examination of each.

Conclusions from the Study

Question I: What phases are present in the Lewiston negotiations?

The researcher identified four phases in the Lewiston negotiations, based upon his observation of what occurred throughout the ten sessions. This analysis differs from Douglas in the addition of a "hard bargaining" phase in which the two parties substantially harden their positions before softening and working toward agreement. The researcher was able to further support his claim for four phases by examining the number and duration of caucuses during the negotiations.

The four phases identified in Lewiston may be unique to that event. As Walton and McKersie state, "negotiations cannot be divided neatly into phases," nor can a negotiator readily know what phase he is in while he is experiencing it (1965, p. 167). It would seem that the behaviors demonstrated in one phase will carry over into other phases, making the identification of phases difficult.

Question II: How does distributive bargaining occur in the Lewiston negotiations?

Walton and McKersie's subprocess of bargaining on the hard economic issues was apparent in Lewiston. The researcher examined three overall strategies employed by the negotiators to achieve their goals.

When examining the first, trying to assess the opponent's position, the researcher found that the parties directly and indirectly obtained
clues about the other's position. Holding informal conferences, asking direct questions, and verbally abusing a member of the opposition were three methods utilized. The two parties also adopted a person-to-person seating strategy to assist in this task.

The second strategy identified by Walton and McKersie and used by the Lewiston negotiators was to conceal their own positions. They did this by minimizing or maximizing the clues given to the opposition. In his examination of how the parties maximized clues to convey a deliberate impression, the researcher presented examples from the Board team's salary proposals. The parties minimized their clues through the use of silence and a single spokesperson.

Silence was used effectively by both parties, especially on key issues such as dental insurance, reduction in force, and grievance procedure. Use of a single spokesperson was the order of the day for the Board team, but not necessarily for the LTA. In fact, in an interview with the researcher, Pat Lee indicated that the three LTA team members had specific assignments. Gail Sweet, the head negotiator, delivered the view of the team when presenting proposals; Gerald Bailey was a computer specialist and spoke for the team when discussing money issues; and Lee was to be the primary discussant when in direct conflict with the Board team. As indicated by the research, however, Lee tended to dominate the LTA views.

The third strategy was to convey degree of commitment to a position. Using Walton and McKersie's "hypothesis" that the firmer the commitment, the clearer the communication; the weaker the commitment, the more ambiguous the communication, the researcher examined Lewiston. He concluded that communication does appear to be muddled at some times during the negotiations and clear at other times. He attributes this more to the personality and training of the negotiators than to the topic at hand.

Question III: How does integrative bargaining occur in the Lewiston negotiations?

Integrative bargaining is the problem-solving part of negotiations. One would expect that the negotiations would take on the qualities of a problem-solving small group. That was not the case in Lewiston. The researcher found that the communication did not change depending on the topic. While almost all of the agenda items in Lewiston could be considered "integrative" according to Walton and McKersie's definition, there appeared to be no difference in behavior due to topic selection.

This would suggest that distributive bargaining occurs on integrative topics and integrative bargaining occurs on distributive
topics. In fact, Walton and McKersie qualify their definitions of integrative and distributive issues when they write:

The fact is that labor negotiations present few pure-conflict issues and few problems which individually allow parties direct mutual gain. When the agenda items singularly or in combination involve significant elements of conflict and considerable potential for integration, we characterize the situation as mixed (1965, pp. 161-162).

This "mixed" bargaining situation was certainly the case in Lewiston. The strategies utilized by the two parties applied equally to all topics. The researcher would suggest that one cannot simply identify a distributive issue and then expect that only distributive bargaining strategies will be used to "win" that issue. Likewise, one cannot find a mutual gain issue and expect that the communication will be limited to problem-solving behavior. There is a little of everything throughout the negotiations. This has led Davey to suggest that collective bargaining is better understood if we remember that negotiation is more an art than a science. There is no one best way to negotiate, no one procedure preferable in any and all situations (1972, p. 118).

Question IV: How does attitudinal structuring occur in the Lewiston negotiations?

The researcher attempted to identify the relationship pattern of the two parties based upon the context of the negotiations, the personalities of the key negotiators, and the social beliefs of the negotiators. A stable economy in Lewiston helped engender a pattern of accommodation. The personalities of the key negotiators, Lee and Prater, aided in a cooperative environment. The strong beliefs of the two parties moved them toward conflict. Overall, the researcher concluded that the parties in the Lewiston negotiations enjoyed a relationship of accommodation characterized by limited trust, acceptance of the other party, and courteous, but not overly friendly, behavior.

Question V: How does interorganizational bargaining occur in the Lewiston negotiations?

This important variable which distinguishes collective bargaining negotiations from other situations was present in Lewiston. The researcher concluded that the Board team was less impacted by party pressure than was the LTA team. This is consistent with the commonly held belief that union teams are subject to more pressure than management teams. The Board team had a small constituency to answer to and they
were apparently given wide latitude in decision-making. The LTA team, however, had a large constituency to keep informed and each member, with the exception of Pat Lee, was subject to election.

This section has explored the conclusions that can be drawn from the study. The strengths and limitations of the study will be outlined in the next section.

**Strengths and Limitations**

It is not so easy to simply look at the present study and list strengths or weaknesses. The two are mixed. The strengths of the research carry within them some inherent weaknesses, and those things that weaken the study can also be viewed as strengths. Therefore, the researcher will present the strengths of the study, but attempt to objectively examine the weaknesses found in those strengths.

The study utilized a complete set of actual collective bargaining negotiations. This differs considerably from the research of the past. We have few examples of collective bargaining occurring in their actual setting. We have mediation hearings, experimental debates, even single sessions out of a set of negotiations, but rarely does one have access to a complete set of contract negotiations.

The researcher, however, was able to obtain only a single case. One is limited somewhat in what can be generalized to another setting. This does not mean that the validity of the findings is restricted, just that the results should be accepted conditionally, subject to future research in a similar area.

The researcher does not know if Lewiston is typical. How would it compare to other school negotiations? How would the negotiations compare to those in the coal or steel industry? How would the same negotiations proceed in the industrialized North or in the Sunbelt? How does a relatively small union like the LTA compare to an international union like the Teamsters?

These are all questions of generalizability. Lehman spoke to that concern when he compared public education collective bargaining with that occurring in the private sector (1967, p. 59). (Table 5 presents the comparison.) The similarities outweigh the differences. Therefore, while the present study cannot be said to contain communication found in all negotiations, Lewiston is probably not atypical.

It may not be possible to generalize individual cases. Beal and Wichersham suggest that

negotiating is so personal an art and its practice so dependent upon the personalities present, as well as the
TABLE 5

COMPARISON OF COLLECTIVE BARGAINING FACTORS IN PUBLIC EDUCATION AND PRIVATE SECTOR

<table>
<thead>
<tr>
<th>Public Education</th>
<th>Private Sector</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pupils</td>
<td>Customers</td>
</tr>
<tr>
<td>Teachers</td>
<td>Workers</td>
</tr>
<tr>
<td>Administrators</td>
<td>Management</td>
</tr>
<tr>
<td>Boards of Education</td>
<td>Boards of Directors</td>
</tr>
<tr>
<td>Voters</td>
<td>Stockholders</td>
</tr>
<tr>
<td>Millage</td>
<td>Profits</td>
</tr>
<tr>
<td>Raised Millage</td>
<td>Raised Prices</td>
</tr>
<tr>
<td>Cannot Raise Millage</td>
<td>Cannot Raise Prices</td>
</tr>
<tr>
<td>-increase class size</td>
<td>-increase production</td>
</tr>
<tr>
<td>-cut curriculum</td>
<td>-cut variety of products</td>
</tr>
</tbody>
</table>

circumstances and issues, that little of a general nature can be said that would be valid in all cases (1967, p. 174).

Another limitation comes from the inherent nature of field studies -- they lack control. The location, topics, organization, participants, etc. were all out of the control of the researcher. He had to utilize what was available. This lack of control prohibits the replication of the Lewiston case. It occurred at a time and place that can never be repeated.

The researcher observed, recorded, and transcribed every minute of the negotiations at the table. Because he could verify what actually took place, the researcher was able to more completely and accurately transcribe the audio tape recordings. This again differs from other research in which the researcher does not attend the proceedings, but obtains the recordings or transcripts from another source. This researcher discovered that his being present at the negotiations proved to be invaluable when transcribing. He rejected two other negotiations which he did not attend because he could not verify the accuracy of the transcriptions.

Observation and tape recordings were used. Observation carries with it the limitations of a single human being. One person can observe a limited amount, and what is observed is subject to individual perception and interpretation.
Tape recordings were used because of their unobtrusive nature and because they could be replayed for transcribing. Some nonverbal communication was "overlooked" by the audio tape recording, but not enough to merit the use of video tape recording equipment, which would have been much more obvious.

The researcher feels as if his presence affected the outcome of the negotiations very little. Beyond the first session, when his presence was being explained to both parties, there was no other mention of the researcher. No one appeared to be speaking for the researcher or for the recorder.

This was not the case with Douglas. She says, "in the four cases which were recorded, recording machine and observer figures in every transcript" (1962, p. 184). She gives numerous examples of negotiators speaking louder (or softer) because the recorder was present.

In the Lewiston negotiations, the researcher's presence was of interest to some members of the community. After the contract agreement was reached, a few members of the LTA indicated to the researcher that the negotiations had gone more smoothly due to this presence. However, this was not confirmed in interviews with James Prater and Pat Lee, who told the researcher that his presence had no impact on the negotiations.

The researcher was a neutral third party to the negotiations. He favored neither union nor management. He attempted to remain as neutral as possible throughout the negotiations and subsequent analysis. However, he would admit some concern over the outcome of the negotiations. The researcher lived in Lewiston, so any agreement reached between the teachers and the school board would directly or indirectly impact his life. If the contract cost too much, it would increase the amount of local taxes the researcher would pay. If the teachers were not given an equitable contract, the quality of education in the communication might suffer.

A final strength relates to how the researcher analyzed the data. He did not limit himself to a confining methodology, such as interaction research, nor did he limit his analysis to only one or two variables. While one might say that communication was the only variable researched in the present study, the argument can be made that bargaining is communication. Therefore, by not limiting the research to individual topics as tactics, outcomes, or even phases, the researcher was able to more fully explain how bargaining worked in a real life situation. To provide a framework for analysis, the researcher did utilize Douglas' concern for phases in negotiations and Walton and McKersie's bargaining subprocesses.

In summary, by observing, recording, and transcribing a complete set of actual collective bargaining negotiations; by being a neutral
third party to those negotiations, and by not confining the research to one or two variables, the researcher strengthened the study.

Implications for Future Research

It would seem that all good research raises new questions as well as answers old queries. Questions have been raised that should serve as guides for future researchers in collective bargaining. Several specific areas deserve mentioning.

The researcher has learned something of the importance of caucuses in collective bargaining negotiations. The caucus is one of the most important elements in negotiations, but we know little about them. This area of research should be pursued vigorously to enable us to gain a better understanding of the decision-making process in negotiations.

Better (1973) and O'Toole (1979) attended the caucuses of the union in their studies. However, O'Toole was a member of the union committee and Better attended only the union meetings, not those of management. It could be that the only way research will occur in this area is for negotiators themselves to become more involved in research. Harold Davey suggests that practitioners can contribute much to the literature of bargaining.

Improved understanding as to how collective bargaining works is hampered to a degree by the failure of the bargainers themselves to contribute a great deal to the literature on the process. . . . Therefore, the journal articles and the books on the process come mainly from academicians who 'never met a payroll' or walked a picket line. To put it another way, much that is written about the labor relations scene . . . is based on hearsay evidence (1972, p. 93).

A future need in research is to study caucuses. If only parties with a vested interest can observe them, so be it.

The whole issue of strategies and tactics employed in negotiations makes for interesting research. Just the limited scope of threats and promises utilized would be worthwhile. However, for the research to be meaningful, more work needs to be done in the operationalization of the concepts.

More examination of the subprocesses of bargaining needs to be conducted. Walton and McKersie have presented us with a useful typology to use to examine negotiations, but they do not go far enough and their divisions are too limiting. It is only when they admit that there are no "true" distributive or integrative bargaining issues that their theory has direct relevance to real life negotiations. The subprocesses need to be refined.
In this study, the researcher alluded to the importance of spatial communication in negotiations. A more thorough examination of proxemics and its impact on negotiations should be conducted. Also, videotape recordings, if one can obtain them without adversely affecting the proceedings, would provide considerable evidence on the place of kinesics in collective bargaining.

Essential to any future research in collective bargaining is the obtaining of complete sets of negotiations. Theye (1977), while examining negotiations, was able to obtain recordings of individual sessions. The session chosen might be atypical and may not represent what occurred in other sessions at all. For example, had this researcher only examined session seven, in which James Prater was so hostile, he could have concluded that all sessions were hostile.

Finally, the researcher would contend that there is little need to conduct future research into this all important area of negotiations unless that research can be applied in actual collective bargaining situations. All too much research is conducted to feed the "publish or perish" monster and is of little value outside the small circle of readers who are learning more and more about less and less. Future research into collective bargaining should be used to train negotiators to be more effective in dealing with each other. It is only when the two parties are equally equipped in negotiating skills that fair collective bargaining can occur.

Much needs to be done in collective bargaining research. This study has been in every sense an exploratory study -- exploring communication in a generally inaccessible setting. The researcher has learned much, but much is yet to be learned in this critical area of communication.
APPENDIX A

COMMUNICATION CATEGORIES FOR INTERACTION ANALYSIS

1. Proposal — a new topic or recommendation for discussion, or the reintroduction of a previously discussed proposal.
2. Modification — a substantive change in the proposal being discussed.
3. Request — a request for action, information, or explicitly seeking some response, usually in question form.
4. Command — an order or demand for action or information; usually in statement form.
5. Clarification — Providing additional information, often in response to a request or command.
7. Favorable — a statement in support or favor for the proposal under discussion.
8. Disfavorable — a statement of rejection or lack of support for the proposal under discussion.
9. Accusation — a statement charging the other party with a fault or offense.
10. Agreement — agreeing with the immediately preceding statement, which may or may not relate to the proposal under discussion.
11. Disagreement — disagreeing with the immediately preceding statement, which may or may not relate to the proposal under discussion.
12. Interruption — breaking in or stopping a preceding statement with a question or statement.
13. Topic Change — changing the topic under discussion.
14. Tentative Agreement — agreeing on a single or several issues of the negotiation.
15. Etcetera — unintelligible or indecipherable utterance.
APPENDIX B

MEMORANDUM OF UNDERSTANDING
Between the
Lewiston Board of Education
And The
Lewiston Teachers' Association

The undersigned agree to permit Mr. William Davis, a Doctoral Student at Ohio State University, to be present at all Board-LTA negotiations beginning in April, 1978, to tape all dialogue between negotiating teams in order to gather data for a dissertation provided the following provisions are agreed to and followed by all parties involved.

A. This arrangement does not set a precedent in the Board-LTA Negotiated Agreement but is a one-time only agreement to permit an individual to gather dissertation data.

B. Mr. Davis will agree to observe the following stipulations at all times:
   1. He is not to speak or otherwise enter into the negotiations procedure in any way whatsoever.
   2. All tapes, or transcripts made from said tapes, are to be used solely for dissertation purposes and neither the Board or LTA negotiation teams, or any other person or persons, shall be permitted to possess, hear or use the tapes for any reason or purpose whatsoever.
   3. Mr. Davis will leave any negotiations session immediately if so requested by either the Board or LTA negotiating teams.
   4. Complete anonymity must be assured. No reference by name to the school or parties involved in the negotiations shall occur anywhere in the dissertation.
   5. Once the dissertation has been accepted by the University Dissertation Committee and successfully defended by Mr. Davis both LTA and Board teams shall receive a complete copy, not necessarily bound.

Chairman, LTA Negotiating Team
Chairman, Board Negotiating Team

Mr. William L. Davis
## APPENDIX C

**ARTICLES CONTAINED IN LEWISTON MASTER CONTRACT**

<table>
<thead>
<tr>
<th>Articles</th>
<th>Descriptor</th>
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<tbody>
<tr>
<td>1</td>
<td>Negotiations Procedure</td>
</tr>
<tr>
<td>2</td>
<td>Contract Definitions</td>
</tr>
<tr>
<td>3</td>
<td>Association Recognition</td>
</tr>
<tr>
<td>4</td>
<td>Association Rights</td>
</tr>
<tr>
<td>5</td>
<td>Association Responsibilities</td>
</tr>
<tr>
<td>6</td>
<td>Board Rights</td>
</tr>
<tr>
<td>7</td>
<td>Board Responsibilities</td>
</tr>
<tr>
<td>8</td>
<td>Professional Teaching Staff Rights</td>
</tr>
<tr>
<td>9</td>
<td>Professional Teaching Staff Responsibilities</td>
</tr>
<tr>
<td>10</td>
<td>Protection of Professional Teaching Staff</td>
</tr>
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<td>11</td>
<td>Employment Procedure</td>
</tr>
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<td>12</td>
<td>Personnel Record File</td>
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<tr>
<td>13</td>
<td>Certificates and Transcripts</td>
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<td>14</td>
<td>T. B. X-Ray Program</td>
</tr>
<tr>
<td>15</td>
<td>Promotion</td>
</tr>
<tr>
<td>16</td>
<td>Reduction in Professional Teaching Staff</td>
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<td>17</td>
<td>Procedure for Termination or Non-renewal of Contract</td>
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<td>18</td>
<td>Teacher Contracts</td>
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<td>Supplemental Teacher Contracts</td>
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<td>Tax Sheltered Annuities</td>
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<td>Payroll Procedure</td>
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<td>Professional Teaching Staff Absence</td>
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<td>23</td>
<td>Professional Meeting Attendance</td>
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<td>Joint Administration-Association Meetings</td>
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<td>25</td>
<td>Building Council</td>
</tr>
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<td>26</td>
<td>School Procedure</td>
</tr>
<tr>
<td>27</td>
<td>Faculty Meetings</td>
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<tr>
<td>28</td>
<td>School Day</td>
</tr>
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<td>29</td>
<td>School Calendar</td>
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<td>30</td>
<td>Inservice Training</td>
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<td>31</td>
<td>Class Size</td>
</tr>
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<td>32</td>
<td>Summer School Procedures</td>
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<td>33</td>
<td>Adult School Procedures</td>
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<tr>
<td>34</td>
<td>Certification of Nurses</td>
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<td>35</td>
<td>Severance Pay</td>
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<td>Facilities Planning</td>
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<td>Departmentalization</td>
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<td>Curriculum Improvement Council</td>
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<td>Teacher Evaluation</td>
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<td>Grievance Procedure</td>
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<td>41</td>
<td>Cooperating Teacher</td>
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<td>42</td>
<td>Insurances</td>
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<td>43</td>
<td>Supplemental Salary</td>
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<td>Regular Salary</td>
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<td>Substitute Teachers</td>
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APPENDIX D

LIFE INSURANCE FLOWCHART

<table>
<thead>
<tr>
<th>Session</th>
<th>Board's Position</th>
<th>LTA's Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>2</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>3</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>4</td>
<td>None</td>
<td>Keep Life Insurance</td>
</tr>
<tr>
<td>5</td>
<td>Keep Life at $12,500 for one year</td>
<td>No change</td>
</tr>
<tr>
<td>6</td>
<td>No change</td>
<td>$20,000 for one year</td>
</tr>
<tr>
<td>7</td>
<td>$14,000 for one year</td>
<td>No change</td>
</tr>
<tr>
<td>8</td>
<td>$14,000 - 1st year</td>
<td>Accept first two years</td>
</tr>
<tr>
<td></td>
<td>$15,000 - 2nd year</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$16,000 - 3rd year</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Want 3-year contract</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>$15,000 - 1st year</td>
<td>$14,000 - 1st year</td>
</tr>
<tr>
<td></td>
<td>$15,000 - 2nd year</td>
<td>$17,000 - 2nd year</td>
</tr>
<tr>
<td></td>
<td>$15,000 - 3rd year</td>
<td>$20,000 - 3rd year</td>
</tr>
<tr>
<td>10</td>
<td>$14,000 - 1st year</td>
<td>$15,000 - 1st year</td>
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<td>$16,000 - 3rd year</td>
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<td>$16,000 - 3rd year</td>
<td>$16,000 - 3rd year</td>
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</table>

(Agreement - $16,000 per year for three years)

86
## APPENDIX E

### YEARLY SALARY FIGURES FLOWCHART

<table>
<thead>
<tr>
<th>Session</th>
<th>Board's Position</th>
<th>LTA's Position</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1st Year</td>
<td>2nd Year</td>
</tr>
<tr>
<td>1</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>2</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>3</td>
<td>No change</td>
<td>No change</td>
</tr>
<tr>
<td>4</td>
<td>$9750 @ 1.8203</td>
<td>$10,000 @ 1.8203</td>
</tr>
<tr>
<td>5</td>
<td>No change</td>
<td>No change</td>
</tr>
<tr>
<td>6</td>
<td>No change</td>
<td>No change</td>
</tr>
<tr>
<td>7</td>
<td>$9900 @ 1.8203</td>
<td>$10,300 @ 1.8203</td>
</tr>
<tr>
<td>8</td>
<td>$10,000 @ 1.8203</td>
<td>$10,500 @ 1.8203</td>
</tr>
<tr>
<td></td>
<td>No change</td>
<td>No change</td>
</tr>
<tr>
<td>9</td>
<td>$10,000 @ 1.8203</td>
<td>$10,450 @ 1.8307</td>
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<td>$10,500 @ 1.8307</td>
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<td>$10,000 @ 1.8203</td>
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<td>10</td>
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<td></td>
<td>$10,100 @ 1.8307</td>
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<tr>
<td></td>
<td>$10,100 @ 1.8307</td>
<td>$10,600 @ 1.8411</td>
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</table>

(Agreement - $10,100 @ 1.8307; $10,600 @ 1.8411)
APPENDIX F

Board of Education Offices Meetings

Researcher

LTA Observers

Gerald Bailey

Gail Sweet

Pat Lee

Board

David Barger

James Prater

Mike Shinn

LTA

Board Observers
APPENDIX G

Lewiston High School Meetings

LTA Team
Pat Lee
Gail Sweet
Gerald Bailey

Board Team
David Barger
James Prater
Mike Shinn

LTA Observers
Board Observers
BIBLIOGRAPHY


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Lee, Pat. Private interview held at Columbus, Ohio. September 3, 1982.


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