

## **UNDERSTANDINGS OF COLLABORATION IN TEACHER CONTRACT NEGOTIATION AND IMPLEMENTATION**

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### **ABSTRACT**

While there are many collaborative models for collective bargaining, little research exists on what constitutes collaboration within collective bargaining relationships in teacher contract negotiations. In school districts that adopt a collaborative model, the bargaining relationships do not necessarily become collaborative. Other school districts develop a collaborative approach without adopting a specific model for collaborative bargaining. This article adds to the literature by exploring the understandings of collaboration among the participants in collective bargaining in one school district. This case study covered the negotiation and implementation of a teachers' contract in an education reform context. The findings suggest that collective bargaining, undertaken in a collaborative relationship based on open communication and reflective awareness, may be seen as an ongoing process that supports educational reform.

Labor relations in elementary and secondary education have changed along with rapid changes in society in the past two decades. Teachers have gained the protection and legitimization they sought through unionization as well as collective bargaining. This was often achieved through an antagonistic process that consistently pitted one side against the other in an atmosphere of mistrust and animosity, particularly during the 1960s and 1970s. But the work of teachers, the governance and organization of schools, and the collective bargaining and implementation of teacher contracts have changed, and collaborative relationships have emerged between teachers and management in a spirit of trust and openness.

This case study looked at collaboration in collective bargaining and contract implementation in one school district. A collaborative relationship was defined as hinging on three themes: open communication, mutual trust, and problem solving as an ongoing process. In some school districts, common understandings of open communication, mutual trust, and problem solving as an ongoing process might develop over a period of time, possibly as a result of a commitment from all participants to eschew adversarial tactics, or possibly due to training in a particular model of collaborative bargaining. Yet neither was the case in the district studied. The participants did not adopt a specific collaborative model, nor did they commit to avoiding hostile negotiating strategies. Rather, collaboration emerged due to the beliefs of the participants and their relationships with each other as they built trust and communication through several years of negotiations.

A key assumption made in this study was that there might be a difference between espoused theories of action, the theories to which participants give allegiance, and theories-in-use, the theories that govern individuals' actions [1]. The espoused theory of action might be ascertained simply by asking the participants how they define collaboration, while the theory-in-use is more akin to a scientific hypothesis that is constructed from observations of a participant's behavior. Before data collection began, it was suggested that the two theories may or may not have been compatible with one another in this district, and participants may or may not have been aware of this. This study found that the espoused theory of action and the theory-in-use were generally consistent in the relationships between the teachers association negotiating team, the state teachers association negotiator, the school committee, the school committee lawyer, and the central office. These were relationships that exhibited mutual trust, open communication, and ongoing problem solving. The participants had informal processes that served to reconnect them when they felt there had been a breach in the relationship, and they also had informal mechanisms to induct new participants into this culture, and to reflect on the nature of collaboration.

To protect the privacy of the participants in this study, all names, including the name of the community in which this public school district is located, were changed. The name Brentley was used for the school district covered in this study. Education-reform legislation, including high-stakes assessments, has had an impact on education and negotiations in Brentley for nearly a decade. The school district is in a suburban area and has about 250 teachers and 3,500 students. The negotiation of the teachers contract covered in this study occurred in 1996-1997. One of the central issues in that negotiation was an increase in instructional time mandated by state-driven education-reform legislation. The immediate prior teachers contract negotiation occurred in 1995, and during that negotiation the central issue was the negotiation of an internally driven supervision and evaluation instrument for teachers.

## PURPOSE OF THE STUDY

The purpose of this study was to gain a better understanding of a collaborative relationship in collective bargaining and contract implementation through a case study of the negotiation and implementation of a teachers' contract in one school district. This study offers a perspective on labor relations in elementary and secondary education, which have changed as teachers have gained the protection and legitimization they sought through unionization and collective bargaining. In the past, collective bargaining at the elementary and secondary level was often characterized by hostile tactics, mistrust, and animosity. But many school districts, frustrated with hostile labor relations, have made conscious decisions to adopt a collaborative approach to collective bargaining. Sometimes this has involved hiring consulting firms for training in a specific model of collective bargaining, such as the Goldaber Model, Collective Gaining, or Principled Negotiation [2-7]. In some cases, school districts have moved from a hostile collective bargaining relationship to a collaborative one informally. This case study offers a perspective of such a district, and it shows the key roles that several factors played in influencing the emergence of collaboration over a period of time. Also, this study offers a definition of the collaborative model for collective bargaining and contract implementation developed in one community. In a previous article, I reviewed various strategies for collaborative and traditional collective bargaining [8]. One criticism of the term collaborative bargaining is that it actually describes many different types of collaboration in collective bargaining. The definition of a collaborative relationship in collective bargaining that emerges in this article is valuable because it will help to clarify the confusion that can arise around the term collaborative bargaining by providing an example of collaboration in one collective bargaining context.

## RESTATEMENT OF THE PROBLEM

Collective bargaining and contract implementation occur in relationships that may be hostile, cooperative, or collaborative. The literature defines collaboration as based on joint planning, joint implementation, and joint evaluation among individuals or organizations, while cooperation is defined as involving two individuals or organizations that are able to reach a mutual agreement but not move beyond that point in their relationship. There are numerous models of collaborative bargaining, ranging from integrative bargaining to joint collective strategic bargaining. These models, or a hybrid that combines characteristics of several models, may be adopted by districts that seek to move away from a collective bargaining relationship based on hostility and poor communication [9-14].

Regardless of whether the participants in collective bargaining and contract implementation have chosen a specific approach toward developing a

collaborative relationship, one concern is that participants may not share the same understanding of collaboration. Differences in participants' understanding of collaboration may have negative implications for contract negotiation and implementation. Participants might share the same understanding of collaboration, but they might act in noncollaborative ways, either during collective negotiation or implementation. This divergence in understandings and behavior, which Argyris and Schön described as the difference between the espoused theory of action and the theory-in-use, may have rational or nonrational sources [1]. The difference might be based on participants' perceptions of other participants acting in noncollaborative ways, or it may be based on a more nebulous reason, such as one participant who has a grudge against another.

This study sought to explore how participants in the collective bargaining process understood the concept of collaboration and how this understanding, along with participants' theories-in-use, affected the negotiation and implementation of the contract. The study also considered what reflective awareness there might have been among participants, particularly with regard to any disparities that may have arisen between agreed upon definitions of collaboration and cooperation and the participants' behavior during negotiation or implementation of the teachers' contract.

## METHODOLOGY

This qualitative study was designed as a case study of the negotiation and implementation of a teachers' contract in one medium-sized public school district in a state with education-reform legislation. The primary source of data in this study was the interview, while the secondary source of data included documentation and archival sources. Twenty participants were interviewed by the researcher during May and June 1999. The participants included members of the school committee, including two former members who had left the school committee in March 1999; members of the Brentley teachers association (BTA) negotiating team; the school committee lawyer; the state teachers association (STA) negotiator; and members of the central office staff, including the superintendent, assistant superintendent for personnel, director of curriculum, and director of special services. The documents and archival sources used in this study included teacher and administrator contracts in the district; system goals reports; an accreditation committee report; memos, minutes, and newspaper articles.

The interview strategy and protocol took into consideration concerns dealing with reliability, validity, and researcher bias. Triangulation of interview data with archival sources provided one means to account for these issues. Careful measures were taken to protect the confidentiality of the subjects, and their input was sought in responding to transcribed interviews as well as drafts of the findings.

The study covered the negotiation of this contract during 1996-1997 and the subsequent implementation of the contract from 1997-1999. Other events that occurred between the early 1980s and 1996, such as prior contract negotiations or experiences with previous district administrators, were referenced by participants, and these data were also included in the findings.

### LIMITATIONS

This case study is limited to the negotiation and implementation of one teachers' contract in one school district. Thus, the setting as well as the nature and size of the sample are unique. The participants or other factors may change in a subsequent contract negotiation or implementation period, and the relationships described in this study may no longer exist, even in the same district. The setting was unique as it represented one school district during a single time span, a three-year period from 1996-1999. The study focused primarily on only one negotiation round, which took place in 1996-1997, and the first two years of a three-year implementation period, from 1997-1999.

The findings from this study may not apply either to other school districts or to private sector bargaining, since this study is limited to public sector bargaining in one school district. Griffin, Tesluk, and Jacobs pointed to the caution that must be exerted in comparing teacher bargaining with private sector bargaining. They believe that "the professional role of teachers distinguishes them from blue-collar workers" [15, p. 1723]. To account for this, the authors call for additional research that considers a variety of different dimensions in public and private sector bargaining, such as blue collar versus white collar, or right to strike versus no right to strike.

Case study methodology, particularly the strategy of triangulating interviews with documents and archival sources, presents several limitations. This qualitative methodology provides an in-depth look at collective bargaining in one school district, but generalizability is limited due to this focus on the experience of one community. The data collected represent interviewees' opinions, rather than data gathered under experimental conditions. Since generalizability is limited, the implications might be considered working hypotheses that form the basis for future research. One of these approaches is reader, or user generalizability, in which the researcher leaves it to the reader of the study to determine how the findings may apply to other situations [16, 17]. The researcher has the obligation to provide a detailed description of the case's context, and the user may then decide how the case may apply to the situation. The concept of user generalizability also applies to this study. Researchers, school districts, negotiators, and other readers of this study should determine how this applies to their unique experiences in teacher collective bargaining.

## DISCUSSION OF FINDINGS

The collective bargaining and contract implementation model defined in this study, described as the “Brentley Model” by one participant, is a complex approach to bargaining that has evolved over a period of almost two decades. The Brentley model is based on a unique relationship among the participants, along with several additional factors. The model has become a vehicle for educational reform in this district. This includes reforms that have been generated from within the district, such as the negotiation of a supervision and evaluation instrument, or reforms that have been imposed externally by the state, such as the 1996-1997 negotiation of the changes in instructional time that was covered in this study. The district never adopted a particular approach to collective bargaining; rather, a collaborative relationship emerged over a period of time as the bargaining model changed to meet the district’s needs. Participants in the district noted that they eschew the terminology around collaboration or win/win, since they contend it is confusing and carries the connotation of “conspiring with the enemy.” These concerns about the connotations associated with collaboration and win/win are consistent with the views of several researchers, who have noted that the concept of win/win bargaining, in particular, has been described as inappropriate and unrealistic because it characterizes negotiations as a contest, which can then become self-fulfilling [18, p. 28].

The bargaining model in Brentley, which changes with each successive contract negotiation, is a hybrid that includes features of many of the models described in the literature. These features include focusing on common interests and attempting to solve the problems confronting both sides, as described in integrative bargaining [13, 14, 19, 20]. The model also addresses the concerns of principled negotiation, such as focusing on interests rather than positions [7, 14, 21]. Yet the participants in collective bargaining did not specifically attempt to craft their own approach to negotiations based on the tenets of existing models. Instead, they came to the principles of mutual trust, open communication, and ongoing problem solving on their own, over a period of time, due to a combination of several conditions.

Tyack and Cuban speak about the significance of hybridization in American education in *Tinkering Toward Utopia: A Century of Public School Reform* [22]. The authors argue that teachers have the habit of hybridizing reforms to fit local circumstances and public expectations. They write that teachers have resisted reforms that they “did not want from legislators eager to regulate [teachers’] activity, politicians wanting quick results to help them get reelected, or district entrepreneurs keen to install new programs” [22, p. 137]. Instead, teachers have developed hybrids, embracing ideas that were useful and interesting and would adapt well to the local terrain. While this hybridizing model is geared toward instructional reform, it has implications for collective bargaining. The negotiators in Brentley were never pushed to adopt any particular collaborative model, yet

they have indeed adopted into their bargaining routine elements of several of the models that fit the needs of Brentley. The implications of this for other districts are discussed later in this article.

### **Definition of the Model**

The six essential characteristics of the Brentley model identified in this study include: 1) working the problem; 2) interest-based bargaining; 3) openness to experimentation with awareness of constituents' needs; 4) mutual trust and open communication; 5) the role of process; and 6) the unique school committee role in negotiation. Participants described the several-step process as a team approach in which they collaborated with each other to "work" the problems that arose. The process of "working" the problems involved identifying the problem, discerning the underlying concerns, and turning it around several times to consider it from different angles. A key feature of this process is that it is ongoing during the negotiations as well as during the implementation. The continual process of addressing the problem and developing a range of solutions allows the participants' relationships to strengthen over time [23]. The number of participants might decrease during the implementation period, depending on the problems that are addressed. The association president is usually consulted, and others might be included as appropriate.

A second key characteristic of the collective bargaining process in Brentley is the focus on participants articulating their needs and attempting to understand the interests behind them. Participants from both the central office and BTA negotiating team spoke of their shared commitment to seek what was in the best interests of the children of Brentley. No clear definition emerged of what was meant by the term "the best interests of the children," nor how often the various participants were in agreement on precisely what this was, or in the event they did agree, if they were also able to agree on how to achieve it. The district's commitment to low class sizes, along with its maintenance of an art and music program, which the association supported, suggests several examples of common understandings of best interests. The participants pointed to the relationships they had developed after having negotiated together several times. Yet neither the longevity of participants nor the commitment to the best interests of the children of Brentley equate to a common understanding of what those best interests are.

One of the factors that slowed the 1996-1997 negotiation was the disagreement over the four-class academic lab model at the high school (in which all teachers taught four classes, along with one study period, called an academic lab). It is not clear that both sides agreed that the final compromise, which allowed some teachers in each department to teach four classes but stopped short of allowing all teachers to have four classes, was indeed in the children's best interests. The administration supported the expansion of the lab model during the

implementation period, and it fulfilled its promise to do this. Yet the inequity that one participant described in the original compromise remained because the administration never committed to all teachers having four classes. Even when participants have a shared commitment to working toward the best interests of children, the danger remains that this understanding may dissipate as they are unable to agree on how to achieve it.

Brentley bargained based on interests without adopting the terminology of principled negotiation [7, 14, 21, 24, 25], which is based on a commitment to bargain based on interests rather than positions. The focus on interests in the Brentley model played a key role in the resolution of disputes both during the negotiation as well as during the implementation of the teachers' contract. Since the communication process remained open, and problems were being addressed on an ongoing basis, grievances were often resolved at the complaint stage, before they moved on to the next level. There were mixed feelings among participants regarding how useful grievances were to the district. Some felt that grievances reflected a poorly functioning district, while others felt that grievances provided a chance to get clarification, particularly with complex issues in which the interests diverged greatly [14].

Openness to experimentation has been another key factor in the development of the Brentley model. Communication is open, and participants have been willing to take a "leap of faith" and experiment with certain proposals that they developed during collective bargaining. In the 1996-1997 negotiation, there was a common understanding and trust that both sides would be able to evaluate their progress during contract implementation, and thus they were not bound to policies that were deemed to be unsuccessful. The research of Mattessich and Monsey indicated this level of flexibility and adaptability as a key factor in the success of collaboration [26]. Openness to experimentation also plays an important role in principled negotiation. Fisher, Ury, and Patton, who pointed to the importance of inventing options for mutual gain, described the essential process of brainstorming and reframing problems to generate creative solutions [7].

The collaborative relationships in Brentley depended on mutual trust and open communication. The communication in the Brentley model, which was open and frequent, involving formal and informal channels to communicate, fit Mattessich's and Monsey's description of the fourth essential factor in the success of collaboration [26]. Participants were open and honest with each other both during the negotiations and the implementation. During the negotiation, this trust could be seen in the participants' decision to bargain over each others' "bottom line," rather than load the documents at the bargaining table with secondary and tertiary issues that neither side expected to achieve. Participants understood that trust and open communication had grown as a result of having negotiated successfully with the same parameters earlier.

But communication was an area where concerns arose in the Brentley model. An elementary teacher on the bargaining team noted that in past negotiations, one

or more strong voices had dominated on the BTA negotiating team, and thus some levels in the association might not have had the same representation as others. Also, there was miscommunication in the 1996-1997 negotiation at the high school around expectations. Some high school faculty felt they had been promised a four-class academic lab model, instead of five classes per teacher, during the process of devising a new schedule. Central office administrators countered that they had never made any such promise. Ultimately the participants were able to reach a compromise, and the lingering concerns at the high school were somewhat assuaged during the implementation period from 1997-1999, when the central office fulfilled its commitment to expand the lab model.

Participants in the Brentley model understood the role of process in negotiations. There is an understanding that with some issues the BTA negotiating team might first seek to raise awareness or “get a foot in the door,” as the union president described it. Then, in a subsequent negotiation, the teachers association might seek an agreement in a side letter, while in yet another round the association might seek to get language on this concern into the contract. Participants on the BTA negotiating team had objectives they might have pursued more fully in the 1996-1997 negotiation, such as a review of the stipends for extracurricular positions. However, they were willing to focus mainly on the negotiation of the changes in instructional time, with the expectation that any small headway they might make on the stipend issue in the 1996-1997 round would have positive implications for the subsequent round in spring 2000.

A particularly significant feature of the Brentley model is the unique role of the school committee, which does not participate in collective bargaining. The school committee is represented at the bargaining table by its lawyer and the assistant superintendent. This distance from the bargaining table allowed school committee members to express freely their anger or frustration to their bargaining representatives, who would then act as a filter, shielding the negotiating table from the committee’s emotions. The assistant superintendent also suggested that since membership on the school committee often rotates, members may not have a good understanding of the collaborative culture around collective bargaining in Brentley, and the bargaining may then revert to a positional, adversarial approach.

The literature on the role of the school committee in collective bargaining is mixed. While Eiler suggested that it is not significant whether or not school committee members are present at the bargaining table [27], Geisert and Lieberman, along with McDonnell and Pascal, and Rhodes and Neal argued against school committee members’ presence at the bargaining table [28-30]. They believed this diverts attention from committee members’ crucial task of policymaking, and it can create fragmentation on the committee either as a result of individual committee members misrepresenting the entire committee’s opinion, or due to direct confrontation with teachers at the bargaining table.

The absence of the superintendent from the negotiating table is another significant attribute of the Brentley model. The Brentley superintendent is an influence

agent who gives cues to the assistant superintendent and school committee lawyer during the negotiations, but does not directly participate in collective bargaining sessions [31]. Like the career-bound superintendent Hofmann and Granger described, the Brentley superintendent was hired with a mandate to act in regard to organizational development [32]. Several participants noted that the current superintendent, whose tenure in the district began in 1996, has trained school committee members away from the poor habits they had adopted in the past. In the past, the school committee modeled a relationship based on conflict, with behavior that included the committee micromanaging and extending its power beyond its policy role. The steps that the superintendent took to address this concern, which included building collegiality and clarifying roles, have strengthened the bargaining relationships in the district. The NEA noted that new personnel at the top of the district or local association can be a force for change in labor relations [4]. In Brentley, the new superintendent's support of the preexisting collaborative model strengthened this bargaining relationship in the district.

### **Participants' Behavior and Understandings of Collaboration**

In this study, it was theorized that there may have been incompatibility between the participants' espoused theories of action and theories-in-use. Participants were defined as members of the BTA negotiating team; central office administrators; members of the school committee; the STA negotiator and the school committee lawyer. Argyris and Schön defined the espoused theory of action as the theory to which an individual publicly claims allegiance while the theory-in-use is the theory that governs individual actions [1]. It was suggested that, during collective bargaining and implementation of the teachers' contract, the participants' behavior, their theories-in-use, might have been different from their stated understandings, or their espoused theories of action. Participants may have acted noncollaboratively, based on their perception that the other side was acting noncollaboratively, even though both sides shared the same understanding of collaboration. This was not found to be true. Both during negotiation and implementation, participants generally perceived the other side as acting collaboratively, maintaining open lines of communication and strategies for ongoing problem solving. The school committee lawyer noted that even when the BTA negotiating team was working through disagreements within the team and within the association membership during the negotiations, the members of the team continued to model professional, decent relations. Participants continually sought to communicate and understand each other's needs and interests, and they were careful not to act solely on perceptions of each other's needs.

An area where a divergence was found between espoused theories of action and theories-in-use was within the membership of the BTA negotiating team. Members of the BTA negotiating team generally shared the common

understanding of mutual trust, open communication, and a commitment to ongoing problem solving described in the definition of the Brentley model. But during the negotiations, members of the team were divided by discussions of who did more work. Elementary teachers on the team complained that at their level they had more contact time with students, while high school teachers were concerned with the implications of a 17 percent increase in the length of their school day. The theory-in-use on the BTA negotiating team was an ongoing battle to balance team needs with the individual interests of members. The process of identifying common interests and committing to problem solving broke down somewhat. School committee members, the school committee lawyer, and the central office administrators perceived that the BTA negotiating team members were acting on self-interests rather than on established theories of action. While this divergence did not derail the negotiations, it did slow the process. In the end, the BTA negotiating team was able to reach a compromise and conclude the negotiation of the 1996-1997 contract. Yet it did not succeed in fully addressing the concerns that had led members to focus heavily on the needs of their individual levels rather than on the general needs of the association.

The findings showed that participants' behavior in Brentley influenced other participants' behavior in positive ways. Both sides maintained their commitment to modeling professional relations during collective bargaining and contract implementation. The school committee lawyer and assistant superintendent might have taken advantage of the conflict within the teachers association to secure a better contract, from the school committee's perspective. But instead they emulated the professionalism of the BTA negotiating team. The superintendent and school committee lawyer focused on preserving their long-term bargaining relationship with the association, since they might have "won the battle but lost the war," as the assistant superintendent described it, if they succeeded in the 1996-1997 contract but had damaged their relationship for subsequent negotiations.

Participants' understandings of collaboration continued to deepen during the implementation of the teachers' contract from 1997-1999. One of the primary reasons for this was the central office carrying through on its commitment to expand the four-class academic lab model at the high school. The expansion of this model also served to assuage some of the discord in the teachers association at the high school level. The association had trusted the central office, and as the central office fulfilled this promise each year by opening more positions with four classes, the common understanding of mutual trust grew stronger. The spirit of collaboration and professionalism that characterized the relations between the central office, teachers association, and school committee during the negotiations carried over to the implementation process. The school committee lawyer described this as self-replication, noting that interest-based bargaining led to more bargaining, because as participants found it to be successful, they would use it again to resolve problems that arose.

### **The Role of Reflection in Collective Bargaining and Contract Implementation**

Reflection in this study is defined as a process in which participants examine their behavior and perceptions during contract negotiation and implementation in light of their understandings of collaboration. Schön described the difference between knowing-in-action and reflection-in-action [33]. Knowing-in-action is the mode of ordinary practical knowledge. It is spontaneous, dependent on “tacit recognitions, judgments, and skillful performances” [33, p. 50] rather than explicitly stated rules or criteria. Reflection-in-action, on the other hand, is a process in which practitioners deal with uncertainty or instability by reflecting on what understandings have informed their actions. This reflection also guides future action. No formal processes existed in the Brentley model for reflection either on the process of collaboration or on the disparities that may have arisen between the agreed upon definitions of collaboration and the participants’ behavior during the negotiation or during contract implementation.

Participants were aware of the role of reflection-in-action, however, and they described the informal reflective processes that existed at each level. Several school committee members noted how reflective awareness had helped them to bridge the gap between their professional lives in business, medicine, or law, and the nature of collective bargaining within the culture of a school system. One school committee member noted how she reflected upon her experiences in business to decide if she felt the school committee was achieving what it wanted through the collective bargaining process. Another committee member, who had not had the same experience with teacher collective bargaining in his professional life, felt that his own reflective process had helped him to become more comfortable with the concept of a teachers association. At first, he had difficulty understanding the association’s demands for increased pay in response to the state’s requirement that the district increase instructional time, particularly at the high school level. As he noted, in his professional life, he and other committee members had often been asked to do more work without additional pay, and thus at first he did not fully understand the teachers association’s expectations that it would receive an additional pay increase in this contract. It was his process of reflection-in-action that helped him to work through his initial feelings and develop a deeper understanding of the unique nature of teacher collective bargaining.

The Brentley model relies upon informal mechanisms to induct new participants into this bargaining culture. New participants are not formally trained, but rather grow into an understanding of the culture that characterizes this model. In Brentley, the lack of a formal training process actually encourages self-reflection, since it leads participants to question their own understandings of collaboration and negotiation to develop a better understanding of the Brentley model. Reflection also helped veteran participants to work through conflicts that arose during the

negotiations. The president of the teachers association, a middle school teacher, felt that her own reflective processes had helped her deal with the various emotions she felt as the tensions grew among the elementary, middle, and high school teachers on the BTA negotiating team.

The preexisting collaborative relationships in Brentley also influenced the informal reflective processes because the relationship was already on a solid foundation. The participants' relationship was not at the beginning stage of the reflective contract that Schön described, in which the management would be just beginning to reflect publicly on knowledge-in-practice. Rather, the management in Brentley had already given up the "rewards of unquestioned authority" [33, p. 299], as seen in its willingness to work in partnership with the teachers association on several negotiations, ranging from the development of a Reduction-in-Force (RIF) clause in the 1980s to the changes in instructional time in 1996-1997.

Since bargaining in the Brentley model is continuous during the negotiation and implementation periods, there is a danger that it will be crowded out by the time-consuming nature of ongoing problem solving. Another danger is that incoming participants will assume that reflection should take place at the end of negotiations, when it can actually take place throughout bargaining and implementation process. The findings showed that reflective awareness is an area for growth in the district. Some personalities among the participants are naturally reflective. However, the same might not have been true with other personalities in those positions. By formalizing the reflective process, the district might ensure that both those participants who are less reflective on a personal level, as well as those who are new participants in the culture, may also participate in it. The superintendent noted that this was an area in which he was interested in developing further, and the inability of the BTA negotiating team to address the dissension within its membership suggests a need for a more formalized process of reflective awareness. Reflection during the negotiation might have helped the BTA negotiating team address the problems that arose around self-interests with greater success.

### **IMPLICATIONS OF FINDINGS**

This study of the growth of a collaborative relationship and the positive experience of collective bargaining and contract implementation in one school district has implications for other school districts. The experience of the Brentley school district shows that districts seeking to improve their bargaining relationships have several options available to them. They do not need to adopt in a wholesale way one of the theoretical or commercial models for collaborative bargaining in the literature. Nor do they need to pay the expenses associated with the various firms that offer training to school districts, often for large fees. Instead, districts might hybridize from the various models available, culling certain elements from each

and combining them in such a way as to meet districts' needs. The participants in Brentley never explicitly sought to create a hybrid model, but both the assistant superintendent and the teachers association president expressed an awareness of the Principled Negotiation model, and this model played a role as the Brentley participants developed strategies to build collaboration [7].

The Brentley model employed in the 1996-1997 negotiation was right for Brentley at that time. The same model might not be successful in other districts, nor even in Brentley in subsequent negotiations. But the process of developing strategies that contribute to a successful collaborative relationship may be appropriate for other districts to employ. This study assists in that process by identifying key areas, such as the roles of the school committee, the superintendent, and the professional negotiators, to which districts should devote attention as they consider their bargaining relationships. This is significant because, as Descarpentrie and Sloan wrote:

There is throughout the literature a clear admission that researchers do not yet have a clear documentation of the interplay of the many variables in the negotiation process, let alone within each district relationship [34, p. 7].

The Tyack and Cuban model of hybridization in instructional reform suggests a similar path that reform might take in districts involved in collective bargaining [22]. Tyack and Cuban wrote that "under a hybridizing model of instructional reform . . . a 'successful' innovation may look quite different in practice from school to school or from classroom to classroom" [22, p. 138]. The findings in this study of the Brentley model suggest that the same is true in collective bargaining and contract implementation. The Brentley model shares many of the common elements identified in collaborative models, such as mutual trust and open communication. However, it also diverges from the collaborative models in several ways; the school committee and superintendent do not participate in the collective bargaining, and professional negotiators do play a role in the process.

The Brentley model is not a pure collaborative model but rather a mixed approach. The model is largely collaborative; however, the potential remains that bargaining will revert to a traditional, adversarial approach. This implies that in other districts, collaborative relationships might emerge in collective bargaining and teacher implementation even though there is always the possibility that bargaining will revert to traditional, hostile tactics. The research literature and the experience in Brentley point to the advantages of a mixed approach to collaborative bargaining. The NEA, which wrote on behalf of the teachers association, preferred the mixed approach, since it gave the association an alternative if the collaborative approach was not working [4]. Mandelbaum argued that some issues might be more appropriate for integrative bargaining while others might not [35], while Descarpentrie and Sloan also noted that negotiation is fundamentally a process that deals with elements of conflict and cooperation [34]. The participants' descriptions of mixed bargaining in Brentley are consistent with

this research; traditional collective bargaining methods provided them with an alternative they felt they needed in the event that the negotiations broke down.

### **Bargaining as a Continuous Process**

The experience in Brentley suggests that in other districts collective bargaining might be seen as a continuous process, one that is ongoing and constantly shifting to meet the needs of the individual community. Other school districts might model Brentley's approach in seeing the contract implementation period as another bargaining period, since the processes of identifying and working through problems are continuous. Those processes and participants might transform slightly, however, according to the problems that arise. School districts that aspire to develop successful, collaborative relationships in collective bargaining and contract implementation might begin by considering their own experiences in light of the definition of the model. Collaboration in collective bargaining in Brentley hinges on a commitment to "working" the problems; interest-based bargaining; openness to experimentation with an awareness of constituents' needs; mutual trust and open communication; an understanding of the role of process, and a unique school committee role. The development of the collaborative bargaining relationship in Brentley was based on a combination of these elements and other factors unique to the district, such as the longevity of key participants and the legacy of prior contracts that had been negotiated.

### **Bargaining as a Vehicle for Educational Reform**

The findings in Brentley indicate that collective bargaining may be seen as a vehicle for education reform. In the case of Brentley, the negotiations were imposed externally, such as the 1996-1997 negotiation of changes in instructional time (mandated by the state), or arose internally, such as the 1995 negotiation of the supervision and evaluation instrument (which both the district and the teachers association decided they wanted to change). Collaboration also began in the early 1980s, when the district was forced to develop Reduction-in-Force language that detailed a policy for teacher layoffs. Doherty and Wilson described the process of going beyond collective bargaining to "establish a school reform partnership through which union and management collaborate on improving the public schools" [36, pp. 791-792] in the district they studied in their research. That district relied on consultants to coach it in identifying educational interests and goals; to generate creative options that satisfy mutual educational and fiscal interests; and to build and improve mutual trust to allow for educational reform.

The literature suggests that internally driven reforms may be more successful than externally imposed reforms. Tyack and Cuban wrote that:

Reforms proposed and implemented by school administrators and teachers themselves to make their work easier or more efficient or to improve their

professional status were likely to stick better than innovations pushed by outsiders [22, pp. 57-58].

Anderson, Herr, and Nihlen would agree with this assertion, since they noted that one of the benefits of practitioner research is that it allows educators to get involved in their growth and thus “resist attempts at deskilling” [37, p. 7]. The Brentley experience diverges from these descriptions, since similar collaborative processes were employed in both internally and externally driven reforms. Both negotiations had their sticky points: A few vocal members of the association left the association in protest over the supervision and evaluation instrument, which they did not support, and intra-association conflict slowed the negotiation process in 1996-1997. Tyack and Cuban noted that reforms tend to persist when they are “required by law and easily monitored” [22, p. 57]; such was the case in Brentley, with the state-mandated changes in instructional time, although Tyack and Cuban noted the existence of a state mandate does not guarantee its implementation.

The literature does not consistently support collaboration in collective bargaining as a means toward educational reform. Finch and Nagel, along with DeMitchell and Barton, argued that negotiations have no effect on education reform [38, 39]. DeMitchell and Barton argued that the first level of business in teachers associations involves “the material benefits of members’ employment” [39, p. 369]. Their study supported the stereotypical view of union versus management, with the principals seeing unions as an obstacle to reform, while the union pointed to its pivotal role in supporting negotiations that had positive effects on reforms and the quality of education in the district.

### **Participants in Collective Bargaining and Contract Implementation**

One of the ways districts may begin to examine their relationships in collective bargaining and contract implementation is to consider the wide range of individuals who can be influential in both processes. Key participants in the Brentley model included individuals directly involved in negotiations, such as the assistant superintendent, professional negotiators, and members of the BTA negotiating team, as well as individuals not directly involved, such as the superintendent and members of the school committee. Brentley was unique in that almost all the participants in these roles, with the exception of the superintendent, were constant over two or more negotiations. The assistant superintendent and some members of the BTA negotiating team had worked together for over a decade. The implications of this longevity should be considered carefully, since long-serving participants may not necessarily be helpful to the collaborative process. In the Brentley experience, however, longevity was a positive factor. Participants grew professionally in their roles over time, and their understanding of collaboration became more profound through their experiences with collective bargaining.

Participants play an important role in the collective bargaining and contract implementation process. Yet in the Brentley model there were no formal processes to induct new participants into this culture. Peace argued that training plays a key role in preparing participants for collaboration. She wrote:

While it is possible to bargain collectively without receiving formal training, joint training increases the likelihood that the parties will share a common understanding of the collaborative process and have the theoretical knowledge and practical skills needed to work together effectively [40, p. 372].

The role of training in influencing collective negotiations is suggested as an area for future study. The research literature focuses on describing how training affects a particular negotiation round, rather than subsequent rounds in the same district. Further research might consider how bargaining models are hybridized, after the training process, to meet the unique needs that arise in districts. The Brentley model, which depended heavily on the personalities and backgrounds of the participants at the time of this study, succeeded through informal training mechanisms. This involved “on-the-job-training,” as one BTA negotiating team member described it, among all participants, or the use of entry plans among central-office-level administrators. The experience in Brentley suggests that even in districts with formal training mechanisms, there may also be informal processes, such as choosing new participants from within the system, as happened on the BTA negotiating team, that influence the process of participant induction.

The role of the school committee in the Brentley model is a key component of the model that other districts might consider in analyzing their own experiences. The unique role of the school committee has had important implications for Brentley. When committee members were frustrated during the negotiation process, they expressed that frustration with each other in private, away from the bargaining table. The assistant superintendent and school committee lawyer would then relay the committee members’ concerns to the BTA negotiating team in a less emotionally charged environment and couched in less emotionally charged language. The danger of one school committee member on the negotiating team misrepresenting the entire committee was also averted by not having school committee members on the negotiating team. McDonnel and Pascal noted that “many school boards lack both the time and the technical expertise to participate actively in the [collective bargaining] process” [29, p. 45]. Thus, removing the school committee from the negotiations is seen by many districts as a way to preserve the authority of the school committee [29]. Finally, the absence of school committee members at the table kept the negotiation process from being slowed by committee members who were struggling to understand the unique characteristics of teacher collective bargaining.

The mixed experience in Brentley with professional negotiators, along with the divisions in the literature on the roles professional negotiators play in collaborative

relationships in collective bargaining relationships, suggests an area of consideration for other districts. Both the school committee lawyer and STA negotiator played key roles in Brentley, as official voices for both the school committee and the BTA negotiating team, respectively, and as representatives for their constituents, particularly in the event that collaboration broke down and the need for traditional tactics arose. The Brentley experience points to the significance of the individual personalities of the professional negotiators. The current school committee lawyer has generally inspired trust and goodwill among all participants, while the current STA negotiator has not been able to overcome the suspicions of members of the central office and school committee, particularly regarding whether she was focusing on needs unique to Brentley or on the agenda of the state teachers association in the 1996-1997 negotiation. It is important to consider participants' relations with the professional negotiators in any district that seeks to develop a team approach to collective bargaining. If the school committee is hiring a lawyer it likes, this may have negative implications for collective bargaining if the teachers association negotiating team strongly disapproves of the choice.

### **Conflict and Communication**

The experience in Brentley shows that a community with hostility in its bargaining relationship can transform to positive, collaborative relations in collective bargaining, even with many of the same individuals in place. Although collaboration began to emerge in the 1980s in Brentley with the negotiation of the RIF clause, this was still a time characterized by hostile bargaining tactics. The BTA employed traditional hostile negotiation tactics in the 1980s, such as a work-to-rule, when teachers threatened to work to the limits of the contract, and refused to perform tasks such as writing college recommendations for seniors. The experience in Brentley suggests that there is hope for communities seeking to move from a traditional to a more collaborative relationship in collective bargaining. This might include districts that have tried a collaborative model and have not had a successful experience, as well as districts that have been unsuccessful with their internal efforts to change the bargaining process.

Mattessich and Monsey pointed to the importance of whether or not there is a history of collaboration or cooperation in the community as an indicator of the success of collaboration [26]. In the case of the Brentley model, the history of collaboration grew in small steps. Now it is at the point where, in both the 1996-1997 and the 1995 rounds, there were strong collaborative relationships among the participants. Other districts may rely on the Brentley experience to guide their attempts to make small steps toward building their collaborative relationship. This might be done even in the midst of a generally conflictual relationship, such as in Brentley during the late 1980s, where layoffs according to

the RIF clause were ongoing during negotiation rounds that were characterized by acrimony and hostile strategies such as work-to-rule.

The experience in Brentley shows that conflict will arise even in an approach to collective bargaining that is generally collaborative. Conflict is unavoidable in any functioning organization, and it can have a positive influence. The school committee lawyer, for example, felt that a certain degree of controversy was healthy. It strengthened the negotiation process, she felt, because it allowed people to see that their interests were not identical, and to understand that differences were acceptable. This implies that districts experiencing conflict may still have successful collective bargaining and contract implementation relationships that are collaborative in nature. The key to this is relying on open communication as a process. One of the ways the Brentley teachers association dealt with turmoil within its membership was by seeking additional opportunities to speak to members. The BTA broadened the base of active membership and held additional association meetings at the elementary, middle, and high school levels. But districts seeking to develop or improve their collective bargaining relationships should not assume that participants know how to talk to each other. The Brentley model suggests that communication is a complex process, one in which it is important to clear up misunderstandings quickly. In her research, Schachter described the importance of identifying bad communication in a district, and then working to address that to improve relations in collective bargaining [23]. The participants in Brentley do not exhibit the characteristics of an adversarial model of communication, such as viewing their side as the only side, concealing the bottom line or employing hidden agendas.

One of the key reasons why the collective bargaining process in Brentley remained collaborative, in spite of conflict, was due to the significance of participants' modeling professional behavior in their contacts with each other. The experience in Brentley implies that a culture in which professionalism and collaboration are constantly modeled, both by the administration and by the teachers association, contributes to a high-caliber collective bargaining relationship in the district. Members of the teachers association saw themselves as professionals, and the school committee lawyer saw himself as striving to emulate the association's professional behavior in his bargaining tactics. The superintendent also spoke of his role as one of modeling the same professional behavior he expected to see replicated throughout the district. In the 1996-1997 contract negotiation in Brentley, the professional behavior the participants modeled during negotiations was carried over to the implementation period.

A close connection between the espoused theories of action and the theories-in-use of the school committee, BTA negotiating team, and central office was found in this study, although the same close connection did not exist within the BTA negotiating team. Districts seeking to apply the lessons of the Brentley model might attempt to gain an understanding of their behavior relative to their beliefs around collaboration. These districts might ask whether participants in the

district are modeling the beliefs they hold dear, or whether there is a disconnect between participants' behavior and their stated theories of action.

### **Affluence of the Participants' Community**

The affluence of the participants' community may or may not have an impact on the collective bargaining relationship. The Brentley community is affluent and generally very supportive of education. Nevertheless, participants noted that the potential remains in Brentley that collaboration might break down due to financial concerns. One member of the school committee noted that the 13 percent raise teachers received in the 1996-1997 contract was particularly high to account for the increase in teachers' instructional time. He noted that this pay raise might be a point of contention in the following negotiation round, when neither the school committee nor the community would support the same high pay increase. Although collaboration did not break down in Brentley over money concerns, the Brentley experience suggests that in other districts financial concerns might weaken a collaborative relationship. The BTA president cited wages as an example of a single issue that is not characterized by the same division between participants' interests and positions that arises with complex, multiple issues. Sunderland also described wages as a zero-sum issue that is linked to traditional, positional bargaining, in which only one side can win [24].

The collaborative strategies used in collective bargaining tend to work best with problems that are complex and involve innovative problem solving [19]. In the 1996-1997 negotiation in Brentley, the increase in instructional time was required by state legislation, and as one school committee member noted, participants came to an understanding, through conversations with each other as well as through their reflective processes, of the need to increase teachers' salaries concomitant with the increase in instructional time. The major concern in this negotiation arose not over salary issues, however, but rather over questions of who worked more, with members of the teachers association pointing fingers at one another and accusing each other of doing different amounts of work. But financial issues, such as wages, represent one factor among many that influences participants' relationships in collective bargaining, and additional research is needed to identify exactly what influence money has on the outcome of collective bargaining.

Money, a single issue, rather than a complex one, was discussed in both the 1995 and 1996-1997 negotiations in Brentley, yet it handicapped neither one. The teachers association expressed an awareness that money might have become a problem and noted that it was willing to revert to hostile tactics, if necessary, to achieve a good outcome in either negotiation round. But it was not necessary because the teachers association and the central office were able to maintain the partnership they had established. Central-office administrators acknowledged that the association assists their work as administrators by playing such an important

role in pushing for higher salaries. Higher salaries are important to attract the high-caliber teaching staff Brentley wants, particularly in the competitive job market that existed at the time of this study.

### **Reflective Awareness**

The key role that informal reflective strategies play in the Brentley model is an important area for other districts to consider in analyzing their own relationships. This study has shown that reflection and self-adjustment during the bargaining process play a role in establishing a strong culture around collective bargaining. Any district interested in pursuing this might begin by seeking to understand through what mechanisms reflection currently takes place in the district. Reflection in the Brentley model depended heavily on the personalities of the individuals involved. For example, one BTA team member described her long commute home as a reflective time, while the school committee lawyer noted that reflection and self-checks on the collaborative process were an important way to address “that simmering willingness to be suspicious or even paranoid.” Not all participants in the district were self-reflective by nature; some simply did not see a need for it. Some members of the Brentley school committee, for example, felt that there was no need for formal reflection on the negotiation process at their level since they were not directly involved in it.

In addition to the reflective nature of individual participants in the Brentley model, reflection was also encouraged through several informal processes. These included teacher association surveys of its membership, which allowed the BTA negotiating team to monitor its success in the 1995 negotiation of the supervision and evaluation instrument. Teacher association elections were also referenced as a means of gauging the association’s satisfaction with its leadership. The superintendent described his annual report to the school committee on system goals as a reflective tool that allowed him to comment on the collective bargaining and contract implementation processes. The Brentley model does not rely on formal strategies for reflection, although this emerged in the study as an area where the district might seek to develop itself further.

The Brentley experience suggests that other districts may consider the role of reflection in collective bargaining by asking individual participants how they engage in reflection and by developing an understanding of how informal mechanisms, such as system goals reports, elections, or surveys, influence practice. Another key implication of these findings concerns the nature of problem solving. Since it is ongoing, during both negotiations and implementation, there is a danger that it will become time-consuming and crowd out time for reflection. Districts attempting to develop a greater level of reflection should find ways to maintain either formal or informal reflective processes even during busy periods.

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