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Minnesota. Advl - Final report of the Advisory Council



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Mission Statement

In 1980, the legislature amended the provisions of the Minnesota Public Employment Labor Relations Act [PELRA] establishing, among other things, an expanded right to strike for public employees (other than those classified as essential employees under the act). One of the factors contributing to the approval of this aspect of the 1980 amendments was the belief that an expansion of the right to strike would provide a greater balance in the bargaining power of the parties and, thus, facilitate expedient and equitable resolution of collective bargaining disputes.

The legislature continues to be concerned with prolonged negotiations in the public school system. Delays in bargaining, prolonged negotiations, the threat of strikes, an adversarial relationship between teachers and school boards, and actual work stoppages all appear to have continued, in spite of the 1980 amendments. Because these events and situations tend to undermine the delivery of educational services, harm the quality of education received by students in the affected districts, and lead to an erosion of community support for public schools, the legislature created the Advisory Council to study the collective bargaining situation in the public schools.

The Advisory Council saw its mission as one which involved an examination of impasse resolution procedures and rights under PELRA. In fulfilling this responsibility, however, the Advisory Council sought to ensure not only a balance of rights within the bargaining process, but also a balance of those procedures with the rights of public school students to receive a quality education.

Background

Statutory Authority.

The Advisory Council on Bargaining Impasse Resolution was established by the legislature in 1984 [Laws of Minnesota, 1984, Chapter 463, Article VII, Section 51] to study collective bargaining as it relates to public schools. The Advisory Council consists of 11 members: Two members appointed by the Senate, two members appointed by the House, the Director of the Bureau of Mediation Services, and six public members appointed by the Governor. Paul Goldberg was elected by the members of the Advisory Council to chair its meetings.

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Legislative Charge.

In creating the Advisory Council, the legislature specifically charged its members to study the following areas, particularly as they relate to impasse resolution procedures in public schools under PELRA:

- 1) existing provisions of state law relating to negotiations, mediation, and impasse resolution;
- 2) attitudes of public employers and employees and the public on current collective bargaining laws relating to public schools;
- 3) collective bargaining laws in other states relating to public schools;
- 4) changes in statutory timelines and the right to strike; and
- 5) collective bargaining rights and procedures relating to principals and assistant principals.

In fulfilling its responsibilities with respect to the above, the Advisory Council remained mindful of its corollary responsibility to Minnesota's public school students who are, directly or indirectly, affected by whatever form or extent of collective bargaining procedures that are applied in the field of public education. The Advisory Council saw a need for--and strived to achieve--a careful balancing of the public policy considerations involved in the State's commitment to quality education for all of its public school children and its commitment to equitable collective bargaining procedures for public school employees and employers.

Advisory Council Process and Procedures

Scope of Hearings, Testimony and Reports.

Sensitive to the importance and the delicate nature of its task, the Advisory Council sought input from a broad spectrum of interested parties and the public. The Advisory Council deliberated extensively and carefully over a period of four and a half months. Testimony was received from more than 20 interested organizations or individuals during Advisory Council meetings, all of which were open to--and attended by--interested parties.

In addition to oral testimony, the Advisory Council received more than 30 written documents from the public in the form of letters, position statements, goal statements and memoranda. The Advisory Council received testimony and information from all major interest groups concerned with the focus of its study, including teachers and teacher organizations, principal and assistant principal organizations, other public employee organizations with membership in the public school system, parents, school boards, school administrators and superintendents, and state agencies. Appendix A lists additional individuals who provided written testimony to the Advisory Council.

Finally, the Advisory Council requested and received about 30 written reports from the Bureau of Mediation Services (BMS), the Public Employment Relations Board (PERB), legislative staff and academic labor relations experts. See Appendix B for a complete listing of these reports.

The subject matter and issues addressed in testimony, Advisory Council-requested reports, and general discussions covered a wide range of topics, including existing law and practice about public school bargaining in Minnesota and other states; the negotiation and mediation processes, as well as other dispute resolution techniques; statistical and historical information concerning public school bargaining, mediation, strikes, and arbitration; Minnesota time lines relating to school bargaining and budgetary processes; the attitudes of various parties and the public on these issues; specific bargaining and impasse case histories from some school districts; and the relationship between public school bargaining impasse issues and the delivery of quality education.

Teacher and Principals Emerged as the Central Focus of Study.

Virtually all testimony concerning problem areas with Minnesota's current bargaining procedures focused solely on matters involving teachers and principals. Testimony from organizations representing non-instructional personnel in the school systems revealed strong support for leaving present impasse procedures for such employees unchanged. There was not a single collective bargaining problem involving non-instructional employees of a school system brought to the Advisory Council's attention throughout the course of its deliberations.

While these findings and recommendations may have equal applicability to non-teacher, non-principal public employees within and outside of public education, the scope of the detailed examination did not include such groups. Therefore, the Advisory Council specifically limits its findings and recommendations to teacher and principal negotiating situations.

Findings

A. THE PUBLIC EMPLOYMENT LABOR RELATIONS ACT IS FUNDAMENTALLY SOUND. THE ADVISORY COUNCIL, HOWEVER, FINDS THAT TEACHER COLLECTIVE BARGAINING IS NOT ALWAYS FUNCTIONING IN AN EFFICIENT AND TIMELY MANNER.

PELRA is not without its critics. Testimony before the Advisory Council focused on problems encountered during the course of collective bargaining within our public school system. It is the opinion of the Advisory Council that the current law, while fundamentally sound, is not working as intended in our public school system.

An examination of actual experience over the past decade reveals that the majority of teacher contract negotiations are successfully concluded without resort to arbitration or the ultimate resolution step--a strike. However, testimony before the Advisory Council suggests the resolution of teacher contracts is taking longer than desirable. The 1980 amendments to PELRA were clearly intended to force an early settlement of contracts without disrupting the school year.

In the most recent round of teacher negotiations, for example, the Advisory Council takes note of the fact that fewer ultimate impasses, i.e., strikes or arbitration, occurred than at any point since the PELRA was enacted in 1971. (See Table 1.) Arbitration cases and strikes do not tell the whole story. Testimony about the effect of prolonged negotiations on the learning environment in our schools impressed the Advisory Council. PELRA should be neutral between the parties, and it should also foster peaceful, mutual contract resolution. PELRA must not be the cause of erosion of the education function of our school system.

Table 1
BARGAINING IMPASSE ACTIVITY
PUBLIC SCHOOL TEACHER NEGOTIATIONS
Fiscal Years 1974-1985

<u>Fiscal Years</u>	<u>No. Contracts Settled by Arbitration</u>	<u>Number of Strikes Commenced</u>	<u>Arb. & Strikes as a Percent of Contracts Neg'd*</u>
1974-1975	33	4	7.66%
1976-1977	19	3	4.55%
1978-1979	19	5	4.97%
1980-1981	24	2	5.38%
1982-1983	6	35	8.49%
1984-1985	3	8	2.27% #

* All percentages are based upon the 483 K-12, AVTI, and Special District contracts existing for the 1983-84 period.

A few 1983-84 contracts remain unsettled as of the date of preparation of this report.

B. DELAYS IN PUBLIC SCHOOL TEACHER SETTLEMENTS EMERGED AS THE SINGLE-MOST TROUBLESOME AREA.

The most frequently expressed area of concern during Advisory Council proceedings centered around delays in the conclusion of negotiations on public school teacher contracts. A review of available settlement data maintained by the Bureau of Mediation Services for a sample of 170 school districts reveals that a majority of teacher contracts have historically remained unsettled until well after the normal school year has begun. Further, the data in this sample suggests that these delays are becoming more pronounced over time. (See Figure 1.)

The Advisory Council believes that such prolonged disputes between a school board and a teacher organization have an

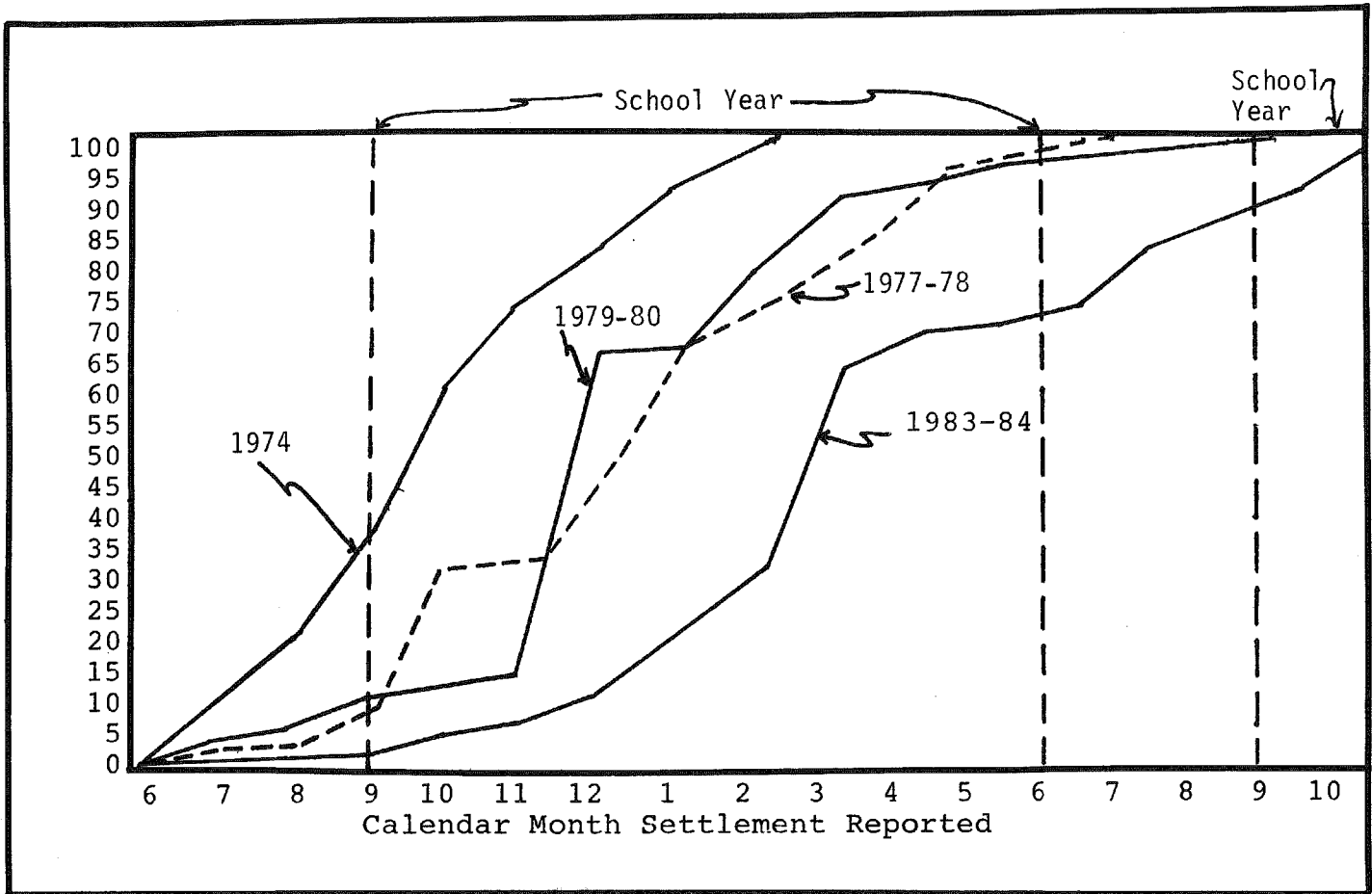
undesirable impact upon the learning environment within our school districts. The longer a dispute lasts, the more likely it is that a polarization of attitude will occur; and the more polarized and bitter a dispute becomes, the more likely it is that the parties will lose the focus of their paramount responsibility: To provide quality education for Minnesota's school children.

Thus, while the number of strikes and arbitrations in the last round of teacher negotiations were at their lowest level in the history of PELRA, this benefit is at least marginally offset by the fact that several teacher contracts remain unsettled as the Advisory Council concludes its study--some 17 months after such contracts would theoretically have taken effect.

The Advisory Council makes no effort to assess responsibility or blame for these delays. Because it understands that collective bargaining is a complex and dynamic process, and that a multitude of factors can influence bargaining behaviors and outcomes, the Advisory Council recognizes that the causes for these delays are also not simple or static.

Just as two parties are required for an agreement to occur, two parties are required to prolong a dispute. The Advisory Council believes that delays in settlements are evidence, however, that maintaining the status quo while continuing negotiations is more acceptable to both parties than reaching an agreement on the terms possible at that point in the negotiations.

Figure 1
% OF CONTRACTS SETTLED
PUBLIC SCHOOL TEACHERS 1974-1983*



* All data in this figure are based upon settlement information recorded by the Bureau of Mediation Services for a sample of 170 school districts. Settlement information is not available for all years for all districts included in the sample. Settlement percentages are based upon only those districts for which data are available for that year. Thus, data for 1974 are based upon a sample of 99 districts; 1977-78 data are based upon a sample of 102 districts; 1979-80 data are based upon a sample of 90 districts; and 1983-84 data are based upon a sample of 130 districts.

C. PUBLIC INTEREST IS BEST SERVED WHEN TEACHER NEGOTIATIONS ARE CONCLUDED AT THE EARLIEST POSSIBLE DATE.

For many of the reasons discussed earlier in this report, the Advisory Council believes that the parties should be continually encouraged to commence their negotiations early and to conclude them in a timely fashion--optimally before the start of the school year. The Advisory Council and staff spent considerable time in attempting to develop appropriate suggestions and alternatives to the problem of negotiations which extend well into the school year, as well as in analyzing the factors which contribute to such delays.

The Advisory Council recognizes that collective bargaining is a complex process and that the problems that it begets are also complex. Because of the multitude of factors which can influence the behaviors and outcomes of bargaining, we are quick to acknowledge that simple solutions will not often be found to resolve problem areas.

The Advisory Council has strong and universal commitment to the notion that the best collective bargaining agreement is one which is determined by the parties themselves, and not by a third party who has no stake in the outcome. Yet, we believe that there may be ways to encourage the early settlement of teacher contracts which warrant further exploration. The Advisory Council discussed, for example, the possibility of financial incentives for early settlements. However, we did not feel equipped to make specific recommendations in this regard. It is a concept we believe should receive further attention by the legislature.

D. CURRENT STATUTORY TIME LINES FOR TEACHER BARGAINING, MEDIATION, AND THE RIGHT TO STRIKE HAVE NOT HELPED TO PRODUCE EARLY SETTLEMENTS, AS ORIGINALLY INTENDED.

Mediation Petitions.

Current PELRA provisions require a 60-day mediation period, 30 days of which must occur after the expiration of an existing contract. The mediation period starts with the filing, by either party, of a request with the BMS. BMS experience over the past few years, however, reveals that such requests are often pro forma in nature and that an actual desire for mediation assistance may not exist at the time such requests are filed. Since BMS does not actually initiate formal mediation until one or both parties indicate a need for such assistance, in many cases the statutory "mediation period" expires before any mediation sessions have taken place.

The right to strike cannot usually mature under present law until the mediation period and a subsequent 45-day impasse period have expired. Consequently, it is the opinion of the Advisory Council that many mediation petitions are filed solely for the purpose of meeting the statutory procedural prerequisites. Mediation requests received by the BMS prior to the occurrence of serious negotiations distort the dynamics of the real bargaining situation, create scheduling problems and confusion for the BMS and the parties, and frequently exacerbate the tensions between the parties, rather than reduce them. The Advisory Council believes that the current law results in a mechanistic approach to the filing of requests for mediation services and that such an approach is counter-productive to meaningful negotiations.

Strike Notices.

Further, the Advisory Council notes that in many instances, this mechanical approach to procedural time frame requirements results in the filing of premature and/or multiple notices of intent to strike. Under present law, once the mediation period and subsequent 45-day impasse period have lapsed, and no settlement has occurred, the teacher organization is legally permitted to serve written notice of its intent to strike. The strike notice is valid for 30 days, the first 10 of which constitute a "waiting period" during which no strike may occur. Upon expiration of this 30-day period, a new notice may be filed, establishing another 30-day cycle of "waiting period" and "strike window." There is no limit to the number of times such notice may be renewed in this fashion, and BMS records indicate that as many as seven strike notices have been filed during the same round of bargaining between a teacher union and a school board.

In addition to the increased tension which, understandably, results when a school board receives written notice of an intent to strike before serious negotiations have begun, the issuance of strike notice after strike notice diminishes the effectiveness of this bargaining tool. The level of threat or concern attached to a strike notice would seem to decrease in an inverse ratio to the frequency with which such notices are served. The fifth warning of an intent to strike seems unlikely to pack much weight, if four previous warnings have gone by without consequence.

Thus, where this practice occurs (and it is by no means universal), by the time negotiations have reached a critical stage--and the prospect of a strike may provide sufficient pressure to resolve the dispute--the leverage of a strike notice will have been lost. Or, in an even worse scenario, where the credibility of the strike notice has been diminished by its frivolous use, a strike that may have been avoidable may result, merely because the school board did not believe the latest warning.

Further, while abuse of the current strike notice provisions is detrimental to the long-term interests and effectiveness of teachers in collective bargaining, and may be regarded as unfair from the perspective of school boards, such practices are also inherently unfair to school children and their parents. Certainly, students and their parents should be made aware of the real potential for a strike. But, equally clear to the Advisory Council are the undesirable consequences of raising the spectre of a strike, and then allowing it to haunt the school community for weeks or months on end.

E. CURRENT STATUTORY RESTRAINTS UPON THE DURATION AND EXPIRATION DATES OF TEACHER CONTRACTS MAY DELAY THE START OF NEGOTIATIONS AND HINDER DECISION-MAKING.

Minnesota is unique in establishing a specific two-year duration for all teacher collective bargaining agreements, with a common expiration on June 30 of odd-numbered years. There is ample evidence that few teacher contract renewals are negotiated by the time the common June 30 expiration date has lapsed. The Advisory Council was advised by parties from both sides of the table that the substantially reduced level of operation typical in schools over the summer months make the negotiation of a new agreement difficult to accomplish during this period.

It is believed that allowing the parties to mutually establish their own expiration date and contract duration may facilitate their ability to schedule meetings and to assume greater responsibility for timely negotiations. While the Advisory Council believes that the natural pressures of the budgetary cycle on the bargaining process would be likely to produce a similar result in the majority of cases, it is conceivable that alternative expiration dates and durations may prove useful to the parties and give impetus to the prospects for more timely settlement of bargaining agreements.

F. THE ADVISORY COUNCIL DOES NOT BELIEVE THAT CURRENT INCONSISTENCIES BETWEEN BARGAINING AND SCHOOL DISTRICT BUDGETARY PROCESSES LEAD TO MAJOR PROBLEMS IN ACHIEVING EARLY, PEACEFUL BARGAINING AGREEMENTS.

The Advisory Council received testimony concerning the problems inherent in the different time frames established for budgetary and bargaining decision-making. Such inconsistencies do not appear, however, to preclude or obstruct the timely start of fruitful negotiations, particularly in the area of non-economic matters. Although a strong desire to encourage

early settlements prompts the Advisory Council to recommend some procedural changes in PELRA, inherent conflicts with budgetary time frames do not, of themselves, obstruct bargaining or preclude settlements prior to the start of the regular school year.

G. THE TURNOVER OF MEMBERS WHO REPRESENT BOTH TEACHERS AND SCHOOL BOARDS IN NEGOTIATIONS CONTRIBUTES TO PROLONGING THE BARGAINING PROCESS.

Since there is often a change in the membership of respective school board and teacher negotiating committees from one contract period to another, frequently there are inexperienced negotiators on one or both sides of the table in each round of public school bargaining. As a result, bargaining in these districts is often prolonged, as the inexperienced negotiators learn appropriate procedures and tactics, repeat many of the mistakes of their predecessors, and generally acclimate themselves to this new responsibility. Since even experienced negotiators must spend some time in becoming acclimated to the style and preferences of counterparts whom they face across the table for the first time, it seems probable that the time and negotiating energy required where there are new negotiators on both sides of the table will be even greater.

Further, while organizations representing both sides of the table in teacher negotiations conduct informational and skill-development programs for their constituent groups, there is a sense among the Advisory Council members that many of the new negotiating committee members approach the bargaining table with misconceptions about the negotiations and mediation processes.

Although the development of individual bargaining skills and strategies is best left to the constituent groups, the Advisory Council believes that general training in the fundamentals of the collective bargaining and mediation processes for new negotiators will facilitate the pace at which negotiations are conducted and is a goal worthy of additional state support. Such training could not only prepare the parties to meet their responsibilities in a more timely fashion, it could further enhance the prospects for utilizing less confrontative and adversarial bargaining models in the public schools--a goal the Advisory Council also finds worth encouraging.

H. MANY "PROBLEM" AREAS IN PUBLIC SCHOOL COLLECTIVE BARGAINING CAN BE ATTRIBUTED TO THE ATTITUDES OF THE RESPECTIVE PARTIES PRIOR TO OR DURING THE COURSE OF THE NEGOTIATIONS.

Where the parties to the process, for whatever reason, are burdened with what can be most easily characterized as an "attitude problem," the hostile negotiating behaviors likely to emerge during bargaining are not conducive to early and successful resolution of conflict. Since the bargaining process involves the allocation of limited resources between the parties, as well as the negotiation of deeply valued rights, there are inherent adversarial components to the process. The Advisory Council believes that it is pointless, and even counter-productive, to ignore the intrinsically conflict-ridden nature of collective bargaining or to assume that such conflict can be eliminated entirely.

The Council does believe, however, that in some instances the level of conflict reaches unnecessary heights and may be rooted in factors not always identifiable by examination of the actual issues on the bargaining table. Whether or not such events are a product of the notion that successful resolution of a labor dispute depends on a "win-lose" outcome, or that final agreements are documents which list the "terms of surrender" by one party or the other, the end results are almost universal. Characteristically, these situations produce hard feelings, mutual mistrust, increased school and community tensions, greater strife in future negotiations, and further delays in achieving mutually beneficial agreements.

I. THE STATE CAN PLAY A ROLE IN ENCOURAGING THE DEVELOPMENT OF ADDITIONAL TRAINING OPPORTUNITIES FOR SCHOOL BOARD AND TEACHER NEGOTIATORS AND IN FOSTERING THE DEVELOPMENT OF COOPERATIVE MODELS OF BARGAINING.

Because a training effort may help to address the problem of delays or hostilities created by inadequate understanding of the bargaining process, the Advisory Council believes that there is a public policy benefit to efforts by the State to provide and encourage such programs. As a neutral source for such programs, the State would have the credibility to provide training which discourages a Win-Lose approach to negotiations, establishes a fundamental background in the dynamics of bargaining, and fosters the development of more cooperative, less adversarial models.

While it is clearly not possible to legislate or compel the parties to adopt more cooperative attitudes, there are clear examples within the state where high levels of hostility have been successfully transmuted into more rational and cooperative models. The Advisory Council believes that it is appropriate for the State to provide such training through an agency like the BMS, a suggestion also made during testimony before the Advisory Council. Further, the Advisory Council encourages BMS to also

foster and support the establishment of ongoing Labor-Management Cooperation Committees within the public school system to improve the level and nature of communications between the parties away from the bargaining table and to facilitate cooperative resolution of mutual problems.

J. FINAL-OFFER, ITEM-BY-ITEM, ARBITRATION SHOULD BE MADE A PERMANENT IMPASSE RESOLUTION TECHNIQUE FOR PRINCIPAL AND ASSISTANT PRINCIPAL GROUPS.

Principals and assistant principals have rights to organize and bargain collectively under PELRA, but they cannot be represented by the same organizations representing teachers, and they must bargain separate agreements. Additionally, principals and assistant principals may not strike. Any impasse over the terms of an agreement for principals organizations must be resolved through arbitration. Since 1980, such impasse arbitration has been final-offer, item-by-item. That is, the arbitrator is restricted to deciding upon one or the other of the final positions submitted by the parties on each issue in dispute.

The provision implementing this mandatory form of arbitration for principal groups included a sunset of this clause, but the procedure has been extended frequently, with some opposition. When PELRA was recodified in 1984, however, the final offer language for principals was dropped, since it was scheduled to sunset on June 30, 1984.

Principal and assistant principal organizations testified that they believed that the final-offer form of arbitration significantly reduced the number of impasses and arbitrations which would otherwise have occurred. Data supplied by PERB on arbitration settlements occurring between referral to arbitration and actual issuance of an award confirms this contention. (In the period 1973-1979, only four of the twenty-four principals impasses certified for arbitration (16%) were settled by further negotiation. During the period 1980-1984, however, when the final-offer form of arbitration was in effect, five out of 18 impasses (28%) were settled through further negotiation.) This data suggests that the final-offer pressures have been effective in producing voluntary resolution of impasses in this sector.

K. CURRENT UNREQUESTED LEAVE PROCEDURES FOR TEACHERS ARE OF CONCERN TO SOME DISTRICTS.

Testimony was presented regarding the differences in unrequested leave (layoff) procedures for teachers in cities of the first class and those in other school districts, as well as the problems such procedures pose in the bargaining and budgetary decision-making processes. The Advisory Council does not have sufficient information regarding those procedures, nor their impact upon teachers, boards, and appeal or bargaining processes to pinpoint specific problems or to develop responsible recommendations. Accordingly, we believe such matters should be determined following further examination by the legislature.

Recommendations to the Legislature

In accordance with the above findings, the Advisory Council makes the following recommendations for changes in the current provisions of PELRA, implementation of new state initiatives, and for further discussion and study.

In reaching these recommendations, the Advisory Council members emphasize their unanimous view that there are no easy answers or magic solutions to some of the conflict inherent in the range of labor-management relations issues affecting teachers, school boards and the children they serve.

Ultimate responsibility for the success or failure of bargaining disputes rests solely with the parties to that dispute, and the Advisory Council is convinced that the parties in the public school sector have the ability, energy, enthusiasm and wisdom to successfully meet this responsibility. Further, because each bargaining relationship is unique, there are no universal answers to many of the concerns expressed by persons who appeared before the Advisory Council.

The Advisory Council shares the concerns over delays in teacher bargaining which prompted the legislature to create the Advisory Council in the first place. The Advisory Council believes that prolonged negotiations are counter-productive for school boards and teachers. More importantly, it also believes that such delays are counter-productive in achieving the public policy goal of a quality education for all public school children in the state. The Advisory Council does not believe that circumstances warrant a retreat from public policies favoring an effective and balanced process for resolution of labor-management disputes in the public school system. It does, however, urge school boards and teachers to remain mindful of our public commitment to quality education as they exercise their collective bargaining rights and responsibilities.

The Advisory Council on Bargaining Impasse Resolution in public schools recommends the following:

1. REPEAL CURRENT RESTRICTIONS ON THE DURATION, EXPIRATION AND RE-OPENING OF TEACHER CONTRACTS, LEAVING THE PARTIES FREE TO NEGOTIATE SUCH MATTERS.

Rationale: Allowing the parties to mutually agree upon appropriate expiration dates, to establish the duration of the agreement, and the ability to re-open portions thereof for

further negotiation at a later date, may facilitate timely negotiations and help resolve bargaining dilemmas.

2. REQUIRE THAT WRITTEN NOTICE OF THE DESIRE TO NEGOTIATE A SUCCESSOR AGREEMENT BE SERVED AT LEAST 60 DAYS PRIOR TO THE EXPIRATION OF AN EXISTING AGREEMENT.

Rationale: Requiring formal notice at least 60 days in advance of a contract expiration date encourages the timely development of the bargaining agenda and may help foster early settlements.

3. REPEAL THE CURRENT 60-DAY MEDIATION PERIOD AND 45-DAY IMPASSE PERIOD AND ESTABLISH A NEW 30-DAY MEDIATION PERIOD WITH THE FOLLOWING PROVISIONS:

A. COMMENCE THE 30-DAY PERIOD ON THE DATE OF THE FIRST FORMAL MEDIATION SESSION.

B. ALLOW THE BMS DIRECTOR TO DISMISS A FRIVOLOUS OR PREMATURE PETITION, REQUIRING A NEW PETITION TO START THE MEDIATION PERIOD.

C. ALLOW THE BMS DIRECTOR TO COMMENCE MEDIATION EFFORTS WHENEVER APPROPRIATE, WHETHER OR NOT A FORMAL PETITION HAS BEEN FILED.

D. REPEAL CURRENT LANGUAGE WHICH ALLOWS A PARTY TO IGNORE A SUMMONS TO MEDIATION BEYOND 60 DAYS AFTER THE CONTRACT HAS EXPIRED.

Rationale: Mediation has proven to be an extremely effective impasse resolution technique and should be encouraged whenever serious bargaining impasses occur. Mediation requests, however, should reflect the actual bargaining situation, and the parties should be required to actually utilize a Mediator's services before proceeding to an escalated impasse resolution technique.

4. AUTHORIZE THE BUREAU OF MEDIATION SERVICES OR SIMILAR NEUTRAL STATE AGENCY TO CONDUCT OR ADMINISTER VOLUNTARY TRAINING OPPORTUNITIES FOR PRINCIPAL, TEACHER, AND SCHOOL BOARD NEGOTIATORS, WITH EMPHASIS UPON NON-ADVERSARIAL APPROACHES TO CONFLICT RESOLUTION. CONCURRENTLY, THIS AGENCY SHOULD FOSTER THE DEVELOPMENT OF INTERIM STRUCTURES DESIGNED TO IMPROVE LABOR-MANAGEMENT COMMUNICATIONS AND COOPERATION.

Rationale: Neutral-source training activity can help prepare new negotiators to fulfill

their responsibilities in an effective manner and provide a foundation for reducing tensions and hostilities during the negotiations. Labor-Management Cooperation Committees have proven to be effective in establishing more cooperative atmospheres in both private and public sector situations. However, a neutral facilitator has proven to be important to the success of such ventures.

5. RETAIN THE EXISTING RIGHT OF TEACHERS TO STRIKE BUT MODIFY THE PROCEDURES FOR EXERCISING THAT RIGHT AS FOLLOWS:

A. PROHIBIT STRIKES UNLESS BOTH THE CONTRACT AND THE NEW 30-DAY MEDIATION PERIOD HAVE EXPIRED.

B. ALLOW TEACHERS TO INITIATE A SINGLE OPPORTUNITY TO STRIKE BY THE FILING OF A WRITTEN NOTICE. SUCH NOTICE WOULD ESTABLISH A 20-DAY STRIKE PERIOD, THE FIRST 10 OF WHICH WOULD CONSTITUTE A COOLING-OFF PERIOD DURING WHICH NO STRIKE COULD OCCUR.

C. ALLOW THE 20-DAY STRIKE PERIOD TO BE EXTENDED AN ADDITIONAL 10 DAYS AT ANY POINT DURING THE 20-DAY PERIOD UPON THE MUTUAL AGREEMENT OF BOTH PARTIES.

Rationale: The existing right to strike is seen as a necessary element to a balanced bargaining relationship. Past abuses of the current notice procedures, however, warrant changes which ensure that the exercise of this right is taken seriously and that strikes continue to be regarded as a weapon of last resort.

6. ESTABLISH FINAL-OFFER, ITEM-BY-ITEM ARBITRATION AS THE IMPASSE RESOLUTION DEVICE FOR PRINCIPALS AND ASSISTANT PRINCIPALS ON A PERMANENT BASIS.

Rationale: In effect since 1980, this form of impasse resolution is supported by these employee organizations and has proven effective in the voluntary resolution of disputes.

7. REVIEW CURRENT UNREQUESTED LEAVE PROCEDURES FOR TEACHERS, INCLUDING DIFFERENCES IN SUCH PROCEDURES BETWEEN DISTRICTS, ASSOCIATED COSTS, AND THE IMPACT OF THE PROCEDURES OR CHANGES THEREIN UPON TEACHERS IN AFFECTED DISTRICTS.

Rationale: Concerns were expressed regarding these matters during Advisory Council hearings. The Advisory Council did not feel

that it possessed adequate information or knowledge concerning the issue, however, and believes that further study of the matter is appropriate.

8. EXPLORE THE ESTABLISHMENT OF A FINANCIAL INCENTIVE SYSTEM FOR THOSE SCHOOL DISTRICTS WHERE NEGOTIATIONS ARE CONCLUDED IN A TIMELY FASHION.

Rationale: While the Advisory Council believes that the early resolution of collective bargaining issues in public schools is an important policy objective, the complexity of the bargaining process hinders the development of simple and effective measures to guarantee this result. The Advisory Council believes, however, that there is merit in further legislative review and development of financial incentives for those districts where negotiations are concluded in a timely fashion.

Appendix A—Written Testimony Contributors

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Superintendent
Wadena School District

Randall A. Herringa
Superintendent
Ellendale-Geneva
School District

Arlen Johnson
Superintendent
Kenyon School District

David R. Landsverk
Superintendent
Owatonna School
District

Carroll L. Lehman
Superintendent
Pine Island School
District

Ralph H. Lieber
Superintendent
Edina School District

Brad L. Madsen
Superintendent
Milan School District

Robert L. Miller
Superintendent
Stillwater School
District

John D. Nefstead
Superintendent
Blooming Prairie School
District

Roger M. Norsted
Superintendent
Albert Lea School
District

Les Potas
Superintendent
Sanborn School District

Harold W. Rowe
Superintendent
Medford School District

Lonnie Smith
Superintendent
Lamberton School
District

Phillip Smith
Superintendent
Parkers Prairie School
District

Mary Smythe
Parent Advisory Committee
Mounds View School District

Marvin F. Tenhoff
Superintendent
Dodge Center School
District

Leon G. Tuominen
Superintendent
Henning School District

Appendix B—Listing of Reports

1985-1987 CONTRACT TIMELINE OF ACTIONS RELATING TO EDUCATION,
Marsha Gronseth, Legislative Analyst, House Research, Bill Marx,
Committee Administrator, House Appropriations/Education Division,
Elizabeth V. Rice, Senate Counsel, Education, September 25, 1984.

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Paul W. Goldberg, Director, Bureau of Mediation Services, August
20, 1984.

PUBLIC SCHOOL BARGAINING IMPASSE PROCEDURES AND TIME LINES,
Paul W. Goldberg, Director, Bureau of Mediation Services, October
10, 1984.

NUMBER OF FULL-TIME POSITIONS ASSIGNED TO MEDIATION OF LABOR
DISPUTES, MINNESOTA AND OTHER STATES,
Paul W. Goldberg, Director, Bureau of Mediation Services, October
19, 1984.

ROLE OF THE PUBLIC EMPLOYMENT LABOR RELATIONS BOARD IN BARGAINING
IMPASSE RESOLUTION,
Claudia Hennen, Executive Director, Public Employment Relations
Board, August 27, 1984.

PUBLIC EMPLOYMENT RELATIONS BOARD DATA ON SCHOOL DISTRICT INTEREST
ARBITRATION CASES,
Claudia Hennen, Executive Director, Public Employment Relations
Board, August 29, 1984.

NUMBER OF PUBLIC SCHOOL EMPLOYEES BY CATEGORY, 1983-84 SCHOOL YEAR,
Bette Anderson, Director, IR House Caucus Research, August 24, 1984.

SCHOOL EMPLOYEE GROUPS ORGANIZED UNDER PELRA,
Bette Anderson, Director, IR House Caucus Research, September 25, 1984.

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Paul W. Goldberg, Director, Bureau of Mediation Services, August
16, 1984.

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Gary Bastian, Research Director, IR Senate Caucus Research,
October 30, 1984.

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Paper by John Abernathy, Labor Arbitrator and Professor, University
of Oregon, April 24, 1984.

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Gary Bastian, Research Director, IR Senate Caucus Research,
September 12, 1984.

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Mark Shepard, Legislative Analyst, House Research, August 24, 1984.

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Ken Dau-Schmidt, Legislative Analyst, House Research, September 5, 1984.

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Gary Bastian, Research Director, IR Senate Caucus Research, September 26, 1984.

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Frederic C. Champlin, Assistant Professor of Management, University of Oklahoma, Mario F. Bognanno, Professor and Director, Industrial Relations Center, University of Minnesota, October, 1983.

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Paul H. Sanders, Professor of Law, Vanderbilt University, 1974.

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Mark Shepard, Legislative Analyst, House Research, Anne Knapp, Legislative Analyst, Senate Research, Ken Dau-Schmidt, Legislative Analyst, House Research, September 12, 1984.

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Ken Dau-Schmidt, Legislative Analyst, House Research, Anne Knapp, Legislative Analyst, Senate Research, Mark Shepard, Legislative Analyst, House Research, Gary Bastian, Research Director, IR Senate Caucus Research, October 9, 1984.

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Anne Knapp, Legislative Analyst, Senate Research, September 11, 1984.

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Gary Bastian, Research Director, IR Senate Caucus Research, August 27, 1984.

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Mark Shepard, Legislative Analyst, House Research.

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Ken Dau-Schmidt, Legislative Analyst, House Research, Anne Knapp, Legislative Analyst, Senate Research, Mark Shepard, Legislative Analyst, House Research, October 27, 1984.

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Marsha Gronseth, Legislative Analyst, House Research, Dan Mott, Committee Administrator, Senate Finance/Education Subcommittee, Elizabeth V. Rice, Senate Counsel, Education, Bill Marx, Committee

Administrator, House Appropriations/Education Division, October 22, 1984.

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Marsha Gronseth, Legislative Analyst, House Research, October 9, 1984.

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Marsha Gronseth, Legislative Analyst, House Research, October 9, 1984.

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Bill Marx, Committee Administrator, House Appropriations/Education Division, October 19, 1984.

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Elizabeth V. Rice, Senate Counsel, Education, October 22, 1984.

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Mark Shepard, Legislative Analyst, House Research, December 6, 1984.

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