

NEW YORK STATE PUBLIC SCHOOL SUPERINTENDENTS' PERCEPTIONS  
OF THE EFFICACY OF THE IMPASSE PROCEDURES UNDER THE TAYLOR LAW  
AND THE EFFECT OF IMPASSE ON SCHOOL CLIMATE

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Date of Signature

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Raymond O'Connell  
Doctoral Research Committee Chair

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Date of Signature

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**Inspirational Quote**

"Accomplishing a goal is not as important as the person you become accomplishing it,"

Neil Armstrong

1930-2012

American Astronaut,

Apollo 11 Space Commander,  
and first person to walk on the moon.

## **Dedication**

This body of work is dedicated to my mother

Merida Louise Wolfe Fox  
1941-1976

from whom I learned that your health, family, and life are all precious. She inspired me to make every day count; to dream big; to love deeply; and to grasp work, play, and every day with enthusiasm, conviction, and confidence. Most importantly, her memory motivated me to never give up on my goals despite life's challenges.

This research is dedicated to you, Mom, with my love always.

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## **Abstract**

The purpose of this quantitative and qualitative research was to investigate New York State public school superintendents' perceptions of the efficacy of impasse procedures within the Taylor Law, including the Triborough Amendment, to study perceptions of the nature of the relationship between union and district leaders during impasse, and to examine perceptions of the impact of impasse on school climate for students, parents, and teachers. Superintendents also recommended changes to the impasse procedures within New York State's Taylor Law.

An invitation to participate in the research was initially sent to all New York State public school superintendents and BOCES (Board of Cooperative Educational Services) district superintendents. Those who served as superintendents of districts during a period of impasse in teacher negotiations during the past ten years were invited to participate in an online survey to collect data for this research.

Ninety-five percent of responding superintendents believe the current impasse procedures within the Taylor Law are ineffective. Superintendents overwhelmingly perceive the Triborough Amendment to the Taylor Law to have a negative effect on settling teacher contract negotiations by prolonging periods of impasse due to continuation of all terms and conditions of employment for teachers for an indefinite period of time until a contract settlement is reached.

Two-thirds of superintendents perceived impasse in teacher contract negotiations to contribute to a negative to highly negative relationship between union and district leaders. School climate for teachers was most significantly impacted with respondent superintendents reporting 73.1 percent of teachers negatively or highly negatively affected by impasse. Results from this research will be particularly important to public school system leaders, teacher union leaders, and New York State policymakers.



*Keywords:* Teacher negotiations, Taylor Law, Triborough Amendment, Public Employment Relations Board, PERB, impasse, dispute resolution, school climate, labor conflict, public employment law, educational leadership, teacher unionism, labor-management relationship, relational trust, superintendent, union president.

## Table of Contents

<b>LIST OF FIGURES AND TABLES.....</b>	<b>XII</b>
<b>CHAPTER I: INTRODUCTION.....</b>	<b>1</b>
STATEMENT OF THE PROBLEM.....	1
BACKGROUND AND HISTORY.....	2
RESEARCH QUESTIONS.....	4
DEFINITION OF KEY TERMS.....	5
SUMMARY.....	8
<b>CHAPTER II: LITERATURE REVIEW.....</b>	<b>10</b>
BACKGROUND.....	10
HISTORY OF THE TAYLOR LAW.....	10
THE TRIBOROUGH DOCTRINE.....	14
TRIBOROUGH AMENDMENT.....	15
EFFECT OF THE TRIBOROUGH AMENDMENT ON NEGOTIATIONS.....	15
ALTERNATIVES TO NEW YORK STATE IMPASSE PROCEDURES FOR PUBLIC SCHOOLS AND TEACHERS.....	19
THE RELATIONSHIP BETWEEN UNION AND ADMINISTRATION DURING IMPASSE.....	23
LEADERSHIP PRACTICES THAT SUPPORT AND SUSTAIN SCHOOL CLIMATE DURING IMPASSE.....	25
SUMMARY.....	28
<b>CHAPTER III: METHODOLOGY.....</b>	<b>31</b>
PURPOSE STATEMENT.....	31
RESEARCH QUESTIONS.....	31
RESEARCH DESIGN.....	32
POPULATION.....	32
SAMPLING METHOD.....	33
INSTRUMENT AND DATA COLLECTION METHODS.....	34
METHODS FOR ADDRESSING RELIABILITY AND VALIDITY.....	36
DATA COLLECTION PROCEDURES.....	36
ETHICAL CONSIDERATIONS.....	37
PROCEDURES FOR MINIMIZING THE EFFECT OF RESEARCHER BIAS.....	38
DELIMITATIONS AND LIMITATIONS OF THIS RESEARCH.....	39
OVERALL VALUE OF THIS RESEARCH.....	41
<b>CHAPTER IV: ANALYSIS OF DATA.....</b>	<b>43</b>
BRIEF DESCRIPTION OF STUDY.....	43
BACKGROUND INFORMATION.....	44
<i>Demographics</i> .....	44
DATA RELATING TO THE EFFICACY OF THE IMPASSE PROCEDURES UNDER THE TAYLOR LAW.....	49
<i>Research Question 1:</i> .....	49
THE EFFECT OF THE TRIBOROUGH AMENDMENT ON IMPASSE.....	55
<i>Research Question 2:</i> .....	55
RELATIONSHIP BETWEEN UNION AND DISTRICT ADMINISTRATORS DURING IMPASSE.....	57

<i>Research Question 3:</i> .....	57
DATA RELATING TO SCHOOL CLIMATE DURING IMPASSE .....	60
<i>Research Question 4:</i> .....	60
RECOMMENDED CHANGES TO THE TAYLOR LAW RELATING TO PUBLIC SCHOOL EMPLOYEES .....	62
<i>Research Question 5:</i> .....	62
SUPERINTENDENT RECOMMENDATIONS .....	66
<i>Recommended Changes to Mediation, Fact Finding or Super Conciliation</i> .....	69
<i>Triborough Amendment and Balance of Power at the Negotiating Table</i> .....	71
<i>Recommendations for Changes to the Taylor Law and Triborough Amendment</i> .....	72
<i>Intervention by Policymakers: The Legislature and Governor</i> .....	74
STATISTICAL ANALYSIS OF SURVEY DATA.....	75
<i>Efficacy of the Taylor Law</i> .....	76
<i>Effect of the Triborough Amendment on Impasse</i> .....	76
<i>Relationships between Union-Administration during Impasse</i> .....	77
<i>School Climate</i> .....	78
SUMMARY.....	78
<b>CHAPTER V: SUMMARY OF FINDINGS, RECOMMENDATIONS, AND</b>	
<b>CONCLUSIONS .....</b>	<b>82</b>
INTRODUCTION.....	82
SUMMARY OF THE STUDY .....	82
SUMMARY OF FINDINGS.....	87
<i>Research Question 1:</i> .....	89
<i>Research Question 2:</i> .....	90
<i>Research Question 3:</i> .....	90
<i>Research Question 4:</i> .....	92
<i>Research Question 5:</i> .....	93
CONCLUSIONS AND IMPLICATIONS.....	94
<i>Implications for Policymakers</i> .....	94
<i>Implications for union and district leaders</i> .....	97
<i>Implications for PERB</i> .....	99
<i>Alternative dispute resolution provisions to consider</i> .....	102
RECOMMENDATIONS FOR FUTURE RESEARCH.....	105
SUMMARY.....	106
<b>REFERENCES.....</b>	<b>112</b>
SURVEY INSTRUMENT .....	125

## List of Figures and Tables

Table 1. Characteristics of Respondent Superintendents .....	44
Table 2. Characteristics of Districts of Impasse .....	46
Table 3. Percent of Students Qualifying for Free or Reduced Meals .....	49
Figure 4. Processes Employed in an Attempt to Settle Impasse .....	50
Figure 5. Stage at Which Impasse was Resolved .....	51
Table 6. Superintendents' Perceptions of the Effectiveness of Individual Appointed by PERB to Assist .....	52
Figure 7. Superintendents' Perceptions of Whether Mediator Recommendations Should be binding vs. Voluntary under the Taylor Law .....	53
Figure 8. Superintendents' Perceptions of Whether Fact Finder Recommendations Should be binding vs. Voluntary under the Taylor Law .....	53
Figure 9. Superintendents' Perceptions of Whether Super Conciliator Recommendations Should be binding vs. Voluntary under the Taylor Law .....	54
Figure 10. Superintendents' Perceptions of Whether Impasse Procedures under the Taylor Law Promote Resolution by the Parties on Their Own.....	55
Figure 11. Superintendents' Perceptions of the Effect of the Triborough Amendment on Impasse .....	56
Figure 12. Superintendents' Perceptions of the Effect of the Triborough Amendment on the Length of Impasse	56
Figure 13. Superintendents' Perceptions of Whether Changes Should be made to the Impasse Procedures under the Taylor Law .....	57
Figure 14. Superintendents' Perceptions of the Effect of Impasse in Teacher Contract Negotiations on the Nature of the Relationship between the Union and Administration.....	58
Figure 15. Superintendents' Perceptions of Whether Impasse Served as an Opportunity to Better Understand Each Other's Concerns .....	59
Figure 16. Superintendents' Perceptions of the Nature of Collaboration between Union and Administration during Impasse .....	60
Table 17. Superintendents' Perceptions of the Effect of Impasse on School Climate for Students, Parents, and Teachers .....	61
Figure 18. Superintendents' Perceptions of Whether the Triborough Amendment as it relates to Salary or Wage Increases Should be changed.....	64
Figure 19. Superintendents' Perceptions of Whether Time Limits Should be built into the Taylor Law .....	65
Figure 20. Superintendents' Perceptions of Whether a Monetary Penalty Should be assessed by PERB for Intentionally Prolonging Impasse .....	66
Figure 21. Superintendents' Perceptions of Whether the Fact Finder Should Give More Weight to Current Economic Conditions .....	66
Table 22a-c. Summary of Superintendent Recommendations for Change to the Impasse Procedures under the Taylor Law – Grouped by Three Categories.....	68

## **Chapter I: Introduction**

### **Statement of the Problem**

This research examined New York State public school superintendents and BOCES district superintendents' perceptions of the efficacy of the impasse procedures for public school teachers under the Taylor Law. A survey instrument developed by the researcher was administered to public school superintendents who had experienced impasse in teacher contract negotiations within the past 10 years. Quantitative data was collected from superintendent responses to questions about perceptions of the efficacy of the Taylor Law, including the Triborough Amendment; the nature of the relationship between union and district leaders during impasse; and the effect of impasse on school climate for students, parents, and teachers. An open-ended qualitative response question provided an opportunity for superintendent to recommend changes, if any, to the impasse procedures within the Taylor Law relating to public schools and teachers.

No scholarly research could be located by the researcher on this highly specific area of New York State public employment law. As a result, not enough is known about the efficacy of the impasse procedures within the New York State Taylor Law. Results from this research will be of particular interest to system leaders of the public school districts in New York State that serve as employers to 204,784 public school teachers and educational institutions for 2,765,982 public school children statewide. (<http://publicschools12.com/all-schools/ny/>, 2012).

It is also expected that results of this quantitative and qualitative research will provide valuable data to policymakers – from legislators to the Governor – on issues relating to the efficacy of the impasse procedures within the Taylor Law, the effect of the Triborough

Amendment on impasse, the nature of the relationship between union and district leaders during impasse, and the effect of impasse on school climate for students, parents, and teachers.

### **Background and History**

For the purpose of this research, both New York State public school superintendents and BOCES district superintendents are referred to as “superintendents.” In this research, the terms “school personnel” and “school employees” refer to public school teachers.

The Public Employees Fair Employment Act, commonly known as the Taylor Law, refers to Article 14 of the N.Y.S. Civil Service Law, which defines the rights and limitations of unions and collective bargaining for public employees. The Public Employees Relations Board (PERB) oversees administration of the Taylor Law in New York State. The Taylor Law also outlines procedures for the resolution of disputes in labor negotiations when an impasse exists in achieving an agreement. Impasse procedures differ for the various classes of public employees. Those providing essential public services, such as firefighters, police, and corrections, have different impasse procedures by statute than public school teachers. In brief, the progressive procedures to be invoked under the Taylor Law for public school districts and teachers during periods of impasse include,

- (a) PERB shall appoint a mediator to assist the parties to affect a voluntary resolution of the dispute. The mediator shall assist the parties up to three sessions.
- (b) If the impasse continues, PERB shall appoint a fact-finder from a list of qualified persons who shall have the power to make recommendations for dispute resolution.
- (c) If the impasse persists, the board of education of the public school district may take such action as is necessary and appropriate to reach an agreement and PERB may provide such assistance as may be appropriate such as continued, advanced late-term

mediation more commonly referred to as super conciliation. (N.Y.S. Civil Service Law, Article 14, §209, 1.-3).

For New York State public school districts and teachers, these progressive impasse procedures are nonbinding. At each stage, recommendations for resolution are made which the parties may accept or reject. Throughout the period of impasse, the parties are encouraged to continue attempts to settle the impasse whether by formal or informal measures. Time limits for the stages of impasse or the overall period of impasse do not exist within the Taylor Law. Consequently, the period of impasse can go on indefinitely without resolution. The 1982 Triborough Amendment to the Taylor Law ensures continuation of all of the terms and conditions of employment, including salary and benefits, when a labor contract expires and while a successor agreement is being negotiated. Public school teachers suffer no loss of benefits and continue to receive salary step and lane increments during periods of impasse.

The Taylor Law's founding purpose and statement of policy adopted by the New York State legislature established the intent of the law "to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government." (NY Civil Service Law, Article 14, § 200).

Data were collected on superintendents' perceptions of the effect of impasse in teacher contract negotiations on school climate for students, parents, and teachers – during impasse, as impasse lengthened, and following resolution of impasse. For the purposes of this research, school climate is defined as:

School climate refers to the quality and character of school life. School climate is based on patterns of students', parents' and school personnel's experience of school life and

reflects norms, goals, values, interpersonal relationships, teaching and learning practices, and organizational structures. A sustainable, positive school climate fosters youth development and learning necessary for a productive, contributing, and satisfying life in a democratic society. (National School Climate Center, 2012)

Superintendents were also asked to share their perceptions of the nature of the union-administrative relationship during impasse. The study was designed with the intent that data gathered might help district and union leaders consider the effect of labor disputes on school climate and the importance of collaboration, positive communications, and effective working relationships to the extent possible during labor disputes for the benefit of all constituents within the school community.

### **Research Questions**

This research investigated the following:

1. What are New York State public school superintendents' perceptions of the efficacy of impasse procedures within the Taylor Law relating to public school teachers?
2. What are New York State public school superintendents' perceptions of the effect of the Triborough Amendment to the Taylor Law on settling labor disputes with teachers?
3. What are New York State public school superintendents' perceptions of how impasse in teacher negotiations affects the nature of the relationship between the union and administration?
4. What are New York State public school superintendents' perceptions of how impasse in teacher contract negotiations affects school climate for students, parents, and teachers?
5. Do New York State public school superintendents believe changes should be made to the impasse procedures within the Taylor Law and, if so, what changes do they recommend?



## **Definition of Key Terms**

Key terms used throughout this research are defined below to provide a common understanding of their use. Citations are not provided for commonly understood terms.

**BOCES:** In 1948, the New York State legislature enacted legislation authorizing the formation of intermediate school districts or Boards of Cooperative Educational Services (BOCES) to provide shared educational programs and services to school districts to enable districts to combine their resources and provide services that otherwise would have been uneconomical, inefficient, or unavailable. (<http://www.p12.nysed.gov/mgtserv/boces/primer.html>, 2012)

**Impasse:** In this research the term impasse refers to a stalemate or deadlock in collective bargaining under Section 209 of the Taylor Law. The public employer, the employee organization, or both jointly may declare impasse and file a formal Declaration of Impasse with the Public Employment Relations Board (PERB). Following this step, PERB assists the parties in dispute resolution by (1) determining whether an impasse exists, (2) determining the appropriate impasse resolution that would be applicable for that particular type of public employee unit, and (3) assigning mediators or fact-finders to provide assistance in helping the parties to reach an agreement. (<http://www.perb.ny.gov/Imp.asp>, 2012).

**NYSUT:** New York State United Teachers is the largest teachers' union in New York State. The union represents 600,000 members in 1,200 local units (About NYSUT, 2012).

**PERB:** The term PERB refers to the New York State, Public Employment Relations Board. This agency, established by the Taylor Law, is responsible for administering this public employment law. (<http://www.perb.ny.gov>, 2012).

**Perception:** For the purpose of this research, the term perception refers to an attitude, view, or understanding based on what has been observed through experience or the surrounding environment or situation.

**Public school:** For the purpose of this research, the term public school refers to public school districts in New York State authorized to provide education to public school children typically residing within the district boundaries; funded and supported by tax revenue; governed by a board of education; administered by a superintendent employed by the district; overseen by the New York State Education; and governed by the laws, rules, and regulations of the State of New York. This research excludes public schools in New York City.

**Salary Step and Lane Increments:** Salary increments for teachers in New York State public schools are governed by the district's collective bargaining agreement. Districts may have a salary schedule which upon appointment assigns the teacher's initial salary step based on previous, paid, full-time teaching experience and lane placement based upon academic credit, coursework, or degrees earned. Teachers advance automatically vertically down the salary schedule to the next salary step at specified periods of time, typically for each year of service. Teachers move horizontally across the salary schedule from lane to lane for educational attainment as defined in the collective bargaining agreement. Not all districts have salary schedules. During an impasse in teacher contract negotiations, the Triborough Amendment entitles teachers in districts with salary schedules continue to advance and receive step and lane increments per the salary schedule in the collective bargaining agreement for an indefinite period of time until a settlement is reached.

**School climate:** School climate refers to the quality and character of school life. School climate is based on patterns of students', parents' and school personnel's experience of school life and

reflects norms, goals, values, interpersonal relationships, teaching and learning practices, and organizational structures. A sustainable, positive school climate fosters youth development and learning necessary for a productive, contributing and satisfying life in a democratic society.

(National School Climate Center, 2012).

**Strike:** The term strike is defined in the Taylor Law as "any strike or other concerted stoppage of work or slowdown by public employees." PERB has found sick-outs, slowdowns, a refusal to work regularly scheduled overtime, concerted high absenteeism, sometimes called the "blue flu," "work-to-rule" tactics, and teachers' refusals to participate in field trips, faculty meetings, and parent-teacher conferences, all to be unlawful strikes in the particular circumstances presented in each case. (<http://www.perb.state.ny.us/faq.asp#boa>, 2012)

**Super Conciliation** – For the purpose of this research the term super conciliation refers to advanced or later term mediation services provided by a PERB-trained mediator or super conciliator following fact finding.

**Superintendent / BOCES District Superintendent** – For the purpose of this research the term superintendent or BOCES district superintendent refers to the New York State public school chief school administrator employed by a public school district or BOCES who has executive oversight to administer, direct, manage, and lead that school system.

**Taylor Law:** Article 14 of the Civil Service Law, commonly referred to as the Taylor Law, is a comprehensive labor relations statute covering all public employees in New York State. It became effective in 1967 and does the following: (1) grants public employees the right to organize and be represented by a union of their choice, or to refrain therefrom; (2) requires public employers to negotiate with such unions concerning terms and conditions of employment of employees; (3) establishes impasse procedures for the resolution of disputes in negotiations;

(4) defines and prohibits improper practices by unions and public employers; and (5) prohibits strikes. (<http://www.perb.state.ny.us/faq.asp#boa>, 2012)

**Triborough Amendment:** The Triborough Amendment was passed by the New York State legislature in 1982 as an amendment to the Taylor Law. Prior to the amendment, public employers could unilaterally diminish benefits considered non-mandatory subjects of negotiations when contracts expired which led to strikes by public employees. The Triborough Amendment honors the contract in full while a successor agreement is being reached and has resulted in a decreased number of strikes by public employees. (Casagrande and Milham, 2011).

**Triborough Doctrine:** The 1972 PERB Triborough Bridge & Tunnel Authority decision interpreted the Taylor Law to prohibit employers from changing mandatory terms and conditions of employment, such as employee salary and working hours, while a successor agreement was being negotiated. The decision excluded non-mandatory subjects of employment and employers could alter contract provisions that dealt with permissive subjects of bargaining. This principle became known as the Triborough Doctrine. ([http://www.nysut.org/nysutunited\\_16262.htm](http://www.nysut.org/nysutunited_16262.htm), 2012)

## **Summary**

This research examines New York State public school superintendents' perceptions of the efficacy of the Taylor Law and the impact of impasse in teacher negotiations on school climate for students, parents, and teachers. The Taylor Law is the public employment law that outlines procedures for the resolution of impasse when negotiations between the public employer and public employee unit reach a stalemate. During the review of literature, the researcher did not locate scholarly research on the efficacy of the impasse procedures for employees of public schools or the impact of impasse on school climate.

In Chapter II the researcher will share results of other research studies closely related to this research and provide a framework for the importance of the study being undertaken by the researcher. This comprehensive review of literature will provide direction for the five research questions and introduction of the problem statement. The literature review will include a thoughtful consideration of relevant literature on these broad themes: the history of the Taylor Law, the nature of the relationship between union and administration during impasse, leadership practices that support and sustain school climate during impasse, and alternatives to the New York State impasse procedures for public school teachers.

The essential aspects of methodology utilized in this research will be presented in Chapter III from selection of the research design, identification of the target population, sampling methodology, survey instrumentation, data collection methods, addressing reliability and validity, statistical analysis of data, procedures for minimizing the effect of researcher bias, delimitations and limitations, to the overall value of this research.

Chapter IV is all about presenting the results of the data collected and analyzed. The research questions and hypotheses will be presented, followed by data analysis.

Finally, Chapter V focuses on what was learned from the data. The researcher will interpret the findings, present implications, and make recommendations for future research.

## **Chapter II: Literature Review**

### **Background**

The review of literature presented herein provides the historical perspective of collective bargaining relating to public school teachers in New York State beginning with review of the Taylor Law, from its inception in September 1967, through the additions of the 1972 Triborough Doctrine, 1982 Triborough Amendment, and beyond. (Donovan, 1990).

Literature relating to the effect of the Triborough Amendment on impasse and the period of impasse in teacher contract negotiations has been examined. This historical framework provides the reader with an understanding of the factors that helped shape this landmark public employment law. The literature review explores alternative procedures for impasse in teacher contract negotiations employed by other States as a basis for comparison to the impasse procedures within the Taylor Law.

This is followed by a review of literature relating to the nature of the relationship between union leaders and district administrators during periods of impasse in teacher contract negotiations and during periods of threatened strike, along with the impact of impasse on school climate for students, parents, and teachers. Moreover, system and union leadership practices that support and sustain a positive school culture during impasse in teacher contact negotiations so that student achievement and school reform are not hindered during periods of labor dispute was investigated thoroughly through this review of related literature.

### **History of the Taylor Law**

On New Year's Day 1966, 35,000 New York City transit workers joined forces on the picket line, essentially immobilizing the normally bustling city subway and bus systems. The strike occurred on the first day on the job for New York City Mayor, John V. Lindsay. City

workers' daily routines were disrupted as they were forced to drive or walk long distances in the winter weather to get to work. The 1947 Condon-Wadlin Act in effect at the time banned strikes by public employees and imposed upon those who ignored the ban steep penalties of dismissal and a three-year pay freeze for any reinstated workers – along with loss of tenure and placement on probation for a five-year period. (Donovan, 1990).

Large-scale traffic jams and considerable public outcry pressured Mayor Lindsay to intervene to end the transit strike by way of a settlement. Part of that settlement included the Mayor recommending to legislators that the strikers be given amnesty to penalties under the Condon-Wadlin Act. (United Federation of Teachers, 2005). With the growing number of public employees and range of services provided by these workers, the Condon-Wadlin Act had proven difficult to enforce and no longer effective in regulating labor relations or preventing work stoppages. Though the New York City transit workers strike of 1966 lasted only twelve days, it became the stimulus for an unparalleled shift in public labor law in New York.

Three days after the Transit Workers strike ended, New York Governor Nelson Rockefeller appointed a five-person panel “to make legislative proposals for protecting the public against the disruption of vital public services by illegal strikes, while at the same time protecting the rights of public employees.” (Donovan, 1990) The 1966 New York City transit strike served as a wake-up call to lawmakers and public officials. Though other less significant strikes by public employees had occurred in the years and months prior to the transit workers, governmental officials realized a more effective means of dealing with public employee demands for equitable treatment was needed. Whatever plan were devised, it would need to ensure essential public services carried on without interruption during periods of dispute.

This five-member, blue-ribbon panel appointed by Governor Rockefeller was led by Dr. George W. Taylor, of the University of Pennsylvania. Taylor had chaired the National War Labor Board and the National Wage Stabilization Board and had vast experience as an industrial arbitrator and mediator. (Donovan, 1990). By March 31, 1966, the Taylor committee released its final report to the Governor and legislature. The first recommendation was to repeal the Condon-Wadlin Act and replace it with a statute that would:

(a) Grant to public employees the right of organization and representation; (b) empower the State, local governments and other political subdivisions to recognize, negotiate with, and enter into written agreements with employee organizations representing public employees; (c) create a Public Employment Relations Board to assist in resolving disputes between public employees and public employers; and (d) continue the prohibition against strikes by public employees and provide remedies for violations of such prohibition. (Governor's Committee Final Report, 1966, p. 6).

The Taylor committee recommendations became the core of the law later signed by Governor Rockefeller effective September 1, 1967, as the Public Employees Fair Employment Act (popularly known as the Taylor Law). The Taylor Law met the initial dual objectives of the committee: to protect the public from strikes and at the same time allow public workers to participate in collective bargaining to negotiate working conditions.

While the new Taylor Law maintained the ban on public sector strikes, the penalties for striking became more enforceable and a structure was provided to assist the parties to resolve labor disputes prior to strike enactment. Establishment of an independent Public Employment Relations Board (PERB) empowered to assist the parties in resolving labor disputes was a progressive, experimental concept that had not been tested in any other states. Dr. Jean Trepp



McKelvey, one of the first faculty member appointed by Cornell University when it opened its Ithaca, New York, campus and who later taught and coordinated Cornell's graduate school of Industrial and Labor Relations, précised the mission of the newly created board to be, "a labor relations agency, a mediation board, a court, and a research institute – all wrapped into one package." (Saxon, 1998).

Following an impasse in negotiations, PERB was charged with overseeing specific stages of intervention beginning with mediation. Should a settlement not be achieved following mediation between the parties, a fact-finding board would make recommendations for settling the dispute. Either party could petition PERB for intervention by a fact-finder appointed from a list of qualified persons maintained by PERB. Should either party reject the fact-finder's recommendations, a show-cause hearing would be held to review each party's position with respect to the recommendations prior to final legislative action on the budget or other enactment. In crafting the structure for PERB, the Taylor committee understood the fiscal complexities of public entities that relied on taxpayer support and maintained the fact-finding report should be used by the parties to facilitate an agreement within the critical budgetary submission dates and the levying of taxes by public entities. (State of New York, 1966).

The new Taylor Law also broadened the definition of strike activity. It became illegal for public employee unions or members to "cause, instigate, encourage, or condone a strike." (State of New York, 1966). Striking, as defined under the Taylor Law, included work stoppages wherein an employee would be presumed to be on strike should the worker be absent without permission or "abstain wholly or in part from the full performance of his duties in his normal manner" (State of New York, 1966) during a labor dispute.

According to the New York State Governor's Committee on Public Employee Relations Final Report (1966), strike penalties were patterned after the Federal government's approach to impasse. The State or a local chief executive officer would be required to initiate summary proceedings before PERB that would cancel the employee organization's right to representation, including automatic dues check off privileges that would result in loss of local revenue for the striking union. PERB would determine whether the employee organization was responsible for calling the strike, made a good faith effort to prevent or end the strike, and whether there were acts of extreme provocation by the public employer prompting the workers to strike. These factors helped PERB determine whether the union's rights and privileges should be revoked, and if so, for how long – indefinitely or for a certain period of time. Should the board determine revocation would be an appropriate penalty, the union would not be permitted to have its recognition rights restored until it agreed not to strike thereafter. (State of New York, 1966).

### **The Triborough Doctrine**

In the 1972 Triborough Bridge and Tunnel Authority decision, PERB interpreted the Taylor Law to prohibit employers from unilaterally changing mandatory terms and conditions of employment when a labor agreement expired and throughout the period of negotiating a successor agreement. This case law became known as the Triborough Doctrine and was later codified in 1982 (Triborough Bridge & Tunnel Auth., 5 PERB ¶ 3037, 1972). The Triborough Doctrine did not, however, protect all contract provisions during impasse. The Triborough Doctrine only dealt with mandatory subjects of collective bargaining, such as working hours and salary. Salary schedules and salary increments for longevity were excluded among other non-mandatory subjects of bargaining. Under the Triborough Doctrine, public employers were able

to alter contract provisions that dealt with permissive or non-mandatory subjects of collective bargaining during periods of impasse. ([http://www.nysut.org/nysutunited\\_16262.htm](http://www.nysut.org/nysutunited_16262.htm), 2012)

### **Triborough Amendment**

In 1982, the New York State legislature enacted the Triborough Amendment (N.Y. Civil Service Law, Article 14, §209-a(1)e) which was strongly supported by public labor unions and seen as a balance to the no strike provision under the Taylor Law. The Triborough Amendment expanded the original Triborough Doctrine to include continuation of all the terms of an expired agreement for an indefinite period of time while a successor agreement was being negotiated unless the union violated the no-strike provision. This amendment was intended to be a deterrent to public employees striking.

### **Effect of the Triborough Amendment on Negotiations**

Donovan (1990) purported the Triborough Amendment strengthened the union's ability to oppose concessions during negotiations, but felt in time the amendment would have no significant effect on bargaining power between the parties as each side would participate in the give and take that naturally occurs during negotiations. However, the author conceded, "Conceivably, the situation could change in a period of severe economic decline like the Great Depression. Short of that, however, the law does not provide an ironclad guarantee that past employee gains will be retained." (Donovan, 1990, p. 190).

Ironically, the most severe economic decline since the Great Depression began in December 2007. This Great Recession, as economists dubbed it, is said to have been even wider spread than the Great Depression since it hit every State in the country. (Isidore, 2007). In the months and years that followed the start of this Great Recession, the Triborough Amendment tipped the balance in power at the bargaining table sharply in favor of unions. The unions are

not obligated to make concessions as all terms and conditions of employment remain in effect, without any loss of benefits, during an impasse for an indefinite period of time.

Though salary increases are generally negotiated on a year-to-year basis, under the Triborough Amendment, salary step increments based on a teacher's longevity and lane changes (movement from column to column) for attainment of educational credits or degrees, are eligible for continued compensation during periods of impasse. In districts with teacher salary schedules, a teacher's salary advances vertically on the salary schedule by steps from year to year for completing each year of service and horizontally from column to column, or lane to lane, for completion levels of educational attainment as outlined in the particular school's labor contract. (Triborough Trouble, 2012).

The New York State School Boards Association's annual statewide teacher contract survey is used to gather data on the cost to school districts of automatic salary step and lane increases paid to teachers statewide under the provisions of the Triborough Amendment since the expiration of their last contracts. In 2011, the automatic salary step increases paid to teachers of 69 responding New York State public school districts totaled \$ 41,388,822. (NYSSBA, 2011). A similar amount of \$41,018,395 was reported in 2012 by 92 responding public school districts. (NYSSBA, 2012).

The New York State Commission on Property Tax Relief noted that "personnel costs are the major component of school district expenditures, and have been increasing at a rate above inflation for a number of years." (NYS Commission, 2008, p. 71). Escalating costs to public school districts for employee health insurance and retirement contributions along with rising teacher salaries from annual negotiated percentage increases coupled with built in step and lane increments have pushed personnel costs well beyond the maximum two-percent growth under

the property tax levy cap enacted in 2011. Thus, the two-percent cap on growth of school district property tax levies elevated the consequences of the Triborough Amendment to a pinnacle in 2011. The perfect storm of the most severe economic decline since the Great Depression and the statewide cap on local property taxes “highlights the problems caused by the Triborough Amendment.” (Triborough Trouble, 2012, p. 10).

Foreseeing these consequences, in 2008, the Commission on Property Tax Relief recommended modification of the Triborough Amendment “to exclude salary steps and lanes for teachers.” (NYS Commission, 2008). The Commission further stated:

This proposal recognizes the basic purpose of Triborough to maintain the *status quo [sic]* during contract negotiations, and would not preclude school districts from bargaining to pay step and lane increments, which may have accrued during the contract hiatus, at a later date. (p. 71).

The Triborough Amendment’s continuation of both mandatory and non-mandatory subjects of bargaining while a successor agreement is negotiated between the two parties is believed to provide little financial incentive for public employees to settle contract disputes during recent serious economic times. Teachers do not experience loss of pay or benefits and, in the majority of cases, receive salary step and/or lane increment increases and are not required to contribute higher percentages, for example, towards rising health insurance premiums. At the same time, school district revenue sources have been challenged by decreases in State school aid and constraints of the new statewide cap on local property tax levy. This economic dichotomy has resulted in many New York State public schools making severe personnel reductions and cuts to educational programs. (Triborough Trouble, 2012).

Municipalities and city government is also subject to the Taylor Law. The New York

State Council of Mayors and Municipal Officials made the following observations regarding the effect of the Triborough Amendment on collective bargaining:

The Triborough Amendment “undermines the collective bargaining process by discouraging unions from offering concessions or givebacks since, as long as no agreement is reached, the terms of the current contract remain in effect. Not only is New York the only state in the nation known to have such a requirement, but in the private sector, where collective bargaining has existed for more than 60 years under the National Labor Relations Act, no similar obligation is imposed upon employers who are parties to a labor contract. (<http://www.stopthetaxshift.org/employee-relations/25-triborough-amendment>, 2012)

In November 2012, the New York State Council of School Superintendents, released its second annual survey of New York State school superintendents on financial matters and priorities for mandate relief: Can’t get there from here: Budgeting challenges call for new directions for state policy to help schools raise student achievement. The 2012 survey included an opportunity for respondent superintendents to identify their top five priorities of actions the state could take to help public school districts control expenditures. Of the 25 options provided, 73 percent of respondent superintendents picked amending the Triborough Amendment of the Taylor Law to eliminate the automatic salary step increase under an expired contract as one of their top five choices and 43 percent identified it as their first priority (NYSCOSS, 2012).

According to the 2012 survey, respondent New York State public school superintendents believe that:

Triborough removes incentives for unions to settle contracts since negotiated benefits remain in place and most members continue to receive raises. Although the specified

change to Triborough would affect only salaries and would come into play only as a union contract reaches or nears expiration, it would be pivotal reform, creating greater capacity to gain changes across the full range of issues subject to negotiations.

(NYSCOSS, 2012, p. 30-31).

Not all agree that the Triborough Amendment is detrimental to public employment labor relations. The New York State United Teachers (NYSUT), the largest teachers' union in New York State, represents 600,000 members in 1,200 local units (About NYSUT, 2012). NYSUT denied the Triborough Amendment unfairly advantages public employee unions and instead credits the amendment as being extremely effective in deterring strikes.

Richard E. Casagrande, NYSUT General Counsel, wrote in a letter to the editor of the New York Times, *Bargaining Gives Workers a Voice*, published May 3, 2012:

Triborough merely provides that when a contract expires, the employer cannot unilaterally lower wages or diminish other contractual terms and conditions of employment, so long as the union refrains from striking. By creating this balance, the Triborough Amendment has been enormously successful in deterring strikes. If Triborough were eliminated, however, this balance would be destroyed. At the end of a contract the employer would have a free hand to change terms and conditions of employment, while the union would remain powerless to strike.

Collective bargaining would become collective begging. Eliminating or alter [*sic*] Triborough would be a direct assault on collective bargaining and contrary to the best progressive traditions of our state. (Casagrande, 2012).

### **Alternatives to New York State Impasse Procedures for Public Schools and Teachers**

The New York State public employment bargaining processes are modeled after the private sector, thus, Borstel (2010) held:

Public education unions adopted the industrial style model used by the private sector to bargain (Eberts, 2007). Johnson and Kardos (2000) identified three characteristics of private sector collective bargaining that are directly transferred to education: the interest of labor and management are conflicting, with one side winning and the other losing; standardization of jobs and practices is desirable; and all members of the union possess similar work skills and should therefore be treated similarly. (p. 8).

While the industrial model served teacher unions forty or fifty years ago, the model may no longer be an effective approach to twenty-first century institutions. Borstel (2010) stated, “These characteristics represent an outdated industrial style of bargaining that was effective in the nineteenth century, but no longer effective for twenty-first century education (Duffett et al., 2008; Hannaway & Rotherham, 2006; Hess & West, 2006; Johnson et al., 2007; Keane, 1996; Kerchner et al., 1998).” (p. 8).

New York State’s Taylor Law outlines procedures to be followed when negotiations reach a deadlock and either party or both declare impasse. The State agency responsible for overseeing public employment labor relations, PERB, intervenes in a series of attempts to encourage the parties to reach agreement. Different impasse resolution procedures are applicable to the negotiations for different groups of public employees in New York State.

For educational units, the first step involves mediation by a PERB assigned mediator. Should mediation fail, the parties may call upon PERB to assign a fact-finder to gather information and positions from both sides, meet with the parties, and then issue a report that often splits the difference between the two positions. Should both parties fail to accept the fact-finder’s report, they may call upon PERB for additional assistance as may be appropriate. Additional advanced mediation may be provided by an individual commonly known as a super



conciliator, or a highly trained mediator, to meet with the parties to provide assistance in reaching an agreement. None of these progressive steps is binding. Neither are there time limits between stages. Couple this with the Triborough Amendment which guarantees that all benefits continue for union members during impasse without diminution, and the period of impasse can become lengthy.

For police, firefighters, some transit workers, mediation is followed by interest arbitration whereby a three-member panel holds hearings to hear testimony and review evidence relating to the case. The panel may refer an issue back to the parties for further negotiations. Should this fail, the panel, by majority vote, makes a final and binding determination and award.

(<http://www.perb.ny.gov/int.asp>, 2012).

What do other states do? Impasse procedures throughout the United States vary widely depending upon the strength of labor unions from state to state. California, Hawaii, and Illinois, for example, set deadlines between stages of impasse to keep the process from continuing indefinitely. (Najita and Stern, 2001). Other states only allow open issues in negotiations to go to arbitration. California statute outlines factors the an arbitration panel must consider in making a recommendation: laws, stipulations, welfare of the public, financial ability of school, the consumer price index, and overall compensation received by employees. Hawaii requires these same factors be considered, but also adds: present and future economic conditions and changes of circumstances during pendency of arbitration proceedings. Both states' arbitration decision is final and binding.

Teachers in Illinois have a right to strike as long as the minimal statutory prerequisites have been met. They must be represented by a bargaining union, the labor contract must be expired, they must give ten days prior notice to strike, and the parties have not mutually agreed

to submit the unresolved issues to interest arbitration. The 2012 Chicago Teachers Union strike supports the observation by Najita and Stern (2001). They noted:

Teachers have little concern about lost wages due to strike. Teachers almost always make up the days that they are out on strike, at least in part if not in whole. In fact, the Illinois School Code was amended at the behest of the Illinois Education Association to require that school districts must provide 176 days of pupil instruction in order to retain their certification from the State Board of Education. Since receipt of state aid is preconditioned upon maintaining certification, school districts have little practical choice but to agree to union proposals to make up most or all of the days that were lost as a result of a strike. (p. 209).

Illinois may be more of the exception rather than the rule; not all state teacher unions have this much influence.

In Michigan, strikes by public school employees are prohibited. Penalties and fines are imposed for striking. Laws also restrict the scope of bargaining in public education; outlining mandatory and non-mandatory subjects. It is required that disputes be submitted to mediation prior to participating in fact-finding. According to Najita and Stern (2001), “When fact finding is used, it may be a face-saving device where one of the parties is reluctant to take public responsibility for making a concession, or it may be a way of providing third-party assistance to inexperienced negotiators.” (p. 115).

New York State was one of the states studied by Najita and Stern (2001). They found mediation to be increasingly more effective when performed by trained mediators rather than a fact finder. Their research showed a general decline in the use of a fact finder. Fact finders in New York State surveyed in 1996 when asked about the buffering effect defined it as, “basing a

report on a settlement to which the parties could not formally agree for political or intra-organizational reasons.” (p. 178). It seems that fact finders are more likely to make recommendations that are a compromise position between the two parties’ offers. The effectiveness of fact finding, however, was qualified by Najita and Stern (2001):

“Fact finding appears to have found a permanent place as a public sector dispute resolution procedure. It seems to work best when it is followed by the threat of a legal sanction (a strike or lockout), arbitration, or legislative determination. In New York, our evidence indicates a significant shift away from fact finding usage to mediation. For such occupations as teachers in New York State, its utility in resolving disputes would appear to be in decline.” (p. 178-179).

Consequently, it appears the decline of the effectiveness of fact finding for teacher labor disputes in New York State may be attributed to the fact that no legal sanction follows; the fact finder’s report is advisory and non-binding.

### **The Relationship between Union and Administration during Impasse**

The relationship between union leaders and school administrators can present challenges in public schools under normal circumstances. The relationship created between the district and union leaders and the district-level approach to negotiations is important in setting the course of negotiations and the final outcome of any settlement (Hess & Kelly, 2006). When teacher negotiations reach a stalemate and result in a declaration of impasse, it becomes more important than ever to maintain a professional relationship in order to carry out the educational reforms facing schools today. Kaboolian and Sutherland (2005) cited in Borstel (2010) recognized adversarial relationships between district and union leaders to be detrimental to both student achievement and school reform efforts.

As school reform initiatives become increasingly more demanding on educators, it is imperative that an alternate approach be adopted in place of the old union versus management adversarial relationship. It appears that collaboration, cooperation, and mutual respect focused on a common commitment to school improvement and increased student achievement would be more effective in undertaking school reform efforts. Noggle (2009) concluded:

In many districts, teacher unions and management are beginning to question the legitimacy of adversarial relationships. They are beginning to abandon the belief in the separation of labor and management and replace it with a collective operational model that offers promise for significant educational reform. As school reform initiatives continue to grow, the role of the teacher union needs to become one that works more collaboratively with the local board of education and school administration (p 13.).

Nevertheless, trust between union and district leaders is not always achievable.

Absent trust between union and district leaders, trust in the process is essential to maintaining an effective professional working relationship during teacher negotiations. Koppich (2006) cited in Hannaway and Rotherham (2006) stated:

A collaborative union-management relationship implies trust. Each side must believe that the other side is acting, at least in part, with both sides' interests at heart. While personal trust between individuals may be ideal, trust in the process can suffice. A working relationship can flourish in an atmosphere in which both union and management behave in accord with their words. But trust, once achieved, is fragile and can be fleeting. (p. 213).

In *Getting to Yes: Negotiating an agreement without giving in*, authors Fisher, Ury, and Patton (1991) stated:

Any method of negotiation may be fairly judged by three criteria: It should produce a wise agreement if agreement is possible. It should be efficient. And it should improve or at least not damage the relationship between the parties. A wise agreement can be defined as one which meets the legitimate interests of each side to the extent possible, resolves conflicting interests fairly, is durable and takes community interests into account. (p. 4).

During severe financial times, pressure from public taxpayers to form cost-effective and efficient agreements becomes more vehement. Borstel (2010) observed that collaboration often breaks down during severe economic times. He indicated:

In times where the economy is failing and funding for negotiations is limited, the process often reverted back to contentious collective bargaining practices. Given the current state of the national economy, superintendents employing collaborative bargaining practices should be aware of this phenomenon. (p. 158).

It appears that both district and union leaders would benefit from separating the people from the problem and focusing on common interests not bargaining positions. (Fisher, Ury and Patton, 1991).

### **Leadership Practices that Support and Sustain School Climate during Impasse**

This section focuses on system and union leadership practices that support and sustain a positive school culture during impasse in teacher contract negotiations so that student achievement and school reform are not hindered during periods of labor dispute. A plethora of research exists on principal contributions and union contributions to school climate; however, less is available relating to superintendent leadership practices that support school climate during impasse in teacher contract negotiations or threat to strike conditions.

Boehlert (2001) examined variables that contribute to positive superintendent-union president relationships and make it easier to establish a school climate necessary to meet the intense school reform initiatives faced by school districts today. “Since a trusting environment is a key reform element, collective bargaining, or at least the industrial model of collective bargaining, influences reform efforts.” (p. 10). It appears that system leaders aware of the factors that lead to a positive superintendent-union relationship and lead to a positive school climate have an opportunity to create and cultivate a positive environment before problems occur.

Deal and Peterson (1999) offered strategies for system leaders to build upon and shape their unique school culture to balance these cultural values against the mounting accountability demands. Unless leaders cultivate and shape the symbolic roles, traditions, rituals, and other cultural practices within the school culture, they are likely to be unsuccessful in their change efforts. Purposeful schools, centered on attaining targeted student achievement goals, are possible once leaders transform negative cultures so that members of the school community are united with trust, focus, and commitment toward a common purpose.

Positive school culture can be challenging to build or maintain under normal circumstances. Add a labor dispute and maintaining positive school culture can be even more challenging, yet not impossible. It takes a concerted effort on the part of the district leaders and union members to set aside collective bargaining issues and focus on maintaining positive school climate. Meredith (2009) confirmed that when school culture declines during collective bargaining, “so do relationships and student achievement” (p. 12). Meredith stated:

Teacher focus must be on student learning rather than being associated with or influenced by the relationship of union leaders and administrators during intent to strike conditions.

This relationship may monopolize teachers' time moving their focus from teaching and learning to union activity. It is likely union-administrator relationships during intent to strike conditions permeate into the culture of the school making it difficult for teachers to make relationship building with students a priority. (p. 36-37)

This research concluded that eighty-four percent of the elementary principals reported union-administrator relationships remained positive even though there were contractual issues between the union and school board. Meredith (2009) determined:

While intent to strike may change working conditions for teachers, positive relationships between the union and administration will supersede this environment. Highly committed principals with a focus on student learning can empower teachers to remain focused and work through the striking environment. (Lick and Murphy, 2007, p. 29-80).

System leadership practices that support and sustain a school culture during periods of labor disputes center upon trust. Swain (2007) examined the importance of trust as it relates to the relationship between the union president and superintendent during collective bargaining. Swain (2007) and Baker (2001) both concluded that a high-trust culture holds evidence of the following behaviors: communication, collaboration, honesty, integrity, and consistency. To the contrary, Swain (2007) concluded:

Dysfunctional culture leads members to conflict, rather than to cooperation; to distrust rather than trust; and to work against, rather than to build teams and work together (Fairholm, 1994). Trust places an obligation on both the truster and the person in whom we place our trust. It is the foundation of success in any interpersonal relationship. Trust implies being proactive. (p. 40-41)

Beyond trust, Kostenbaum (1991) detailed four additional leadership practices that support a positive culture: vision, ethical behavior, reliability, and courage.

Respondents in the Swain (2007) research indicated these system leaders held specific, common leadership traits that contributed to an “open, honest, fair climate within the school district” (p. 64). These leaders were characterized as strong communicators and collaborators who were visible, approachable, and open, active listeners. They were considered respectful with a high degree of integrity and professionalism. The superintendent’s ability to compromise during collective bargaining was another key leadership trait identified. As a result of these system leadership traits, respondents indicated their district’s overall climate as positive. (Swain, 2007, p. 90).

Developing and maintaining trust between the union and system leaders is difficult and requires a commitment to focus on the common mission to sustain a school climate that promotes teaching, learning, and student achievement. The nature of the roles and responsibilities of the superintendent and union president positions, especially those related to collective bargaining, will continue to make this a challenge.

## **Summary**

New York State’s Taylor Law, overseen by the Public Relations Employment Board (PERB) outlines procedures for dispute resolution between public employers and public employee unions when impasse is declared. These steps begin with mediation, progress to fact-finding, and, finally, later term advanced medication commonly referred to as super conciliation in an effort to assist the parties in reaching an agreement. For educational employees, none of the steps throughout the impasse procedures is binding, nor are time limits imposed along the way. Under the Triborough Amendment to the Taylor enacted in 1982, public employees are



guaranteed continuation of the terms of the expired agreement until settlement is reached on a successor agreement. No diminution of benefits during impasse has led to lengthy periods of impasse for educational employees in New York State. (Triborough Trouble, 2012).

Impasse procedures for educational employees in other states differ widely. Some states have inserted deadlines between impasse intervention steps to encourage timely settlements. Other states impose binding arbitration as a final step in the impasse procedures. Current and future economic conditions, the financial ability of the school district, and changes of circumstances during pendency of arbitration proceedings are considered in some state impasse procedures. (Najita and Stern, 2001).

The relationship between union and school district leaders can be challenging under normal circumstances. During impasse in teacher contract negotiations, it appears to be more important than ever for union and district leaders to separate themselves from their roles and positions, and remain professional in interactions. Union and district leaders who collaborate, cooperate, and remain focused on common interests, rather than personalities or positions, help ensure school reform efforts move forward during times of impasse. While trust is vital to the process, absent trust among the parties, trust in the process is essential. (Boehlert, 2001, Kaboolian and Sutherland, 2005, Koppich, 2006, Hannaway and Rotherham, 2006, Noggle, 2009, Borstel, 2010).

Leadership practices that support and sustain school culture during impasse include an unwavering focus on student learning. (Lick and Murphy, 2007). Unless leaders cultivate and shape the symbolic roles, traditions, rituals, and other cultural practices within the school culture, they are likely to be unsuccessful in their change efforts. Purposeful schools, centered on attaining targeted student achievement goals, are possible once leaders transform negative

cultures so that members of the school community are united with trust, focus, and commitment toward a common purpose. (Deal and Peterson, 1999).

## **Chapter III: Methodology**

### **Purpose Statement**

The primary objective of this research is to gain a greater understanding of New York State public school and BOCES superintendents' perceptions of the efficacy of impasse procedures within the Taylor Law on settling labor disputes with teachers and the effect of impasse on school climate for students, parents, and teachers.

Given the purpose of this study, the researcher selected a quantitative approach as most appropriate. The quantitative methodology employed was that of a survey. New York State public school and BOCES superintendents who have served as superintendents in school districts during periods of impasse in teacher contract negotiations during the past ten years were surveyed to discover their perceptions of the efficacy of the procedures within the Taylor Law in settling labor disputes. The resulting data contributed to a greater understanding and depth into the complex issues outlined in the research questions.

### **Research Questions**

The following five research questions guided the study and served as the center of the data analysis:

1. What are New York State public school superintendents' perceptions of the efficacy of impasse procedures within the Taylor Law relating to public school employees?
2. What are New York State public school superintendents' perceptions of the effect of the Triborough Amendment to the Taylor Law on settling labor disputes with teachers?
3. What are New York State public school superintendents' perceptions of how impasse in teacher negotiations affects the relationship between union and administration?
4. What are New York State public school superintendents' perceptions of how impasse in

teacher contract negotiations affects school climate for students, parents, and teachers?

5. Do New York State public school superintendents believe changes should be made to the impasse procedures within the Taylor Law and, if so, what changes do they recommend?

### **Research design**

The essential research questions lend themselves well to collecting quantitative data through the research survey method. The method of data collection was a survey instrument developed by the researcher and administered to the sample population. A purposive sampling of all 733 superintendents of New York State public school district and BOCES generated numeric data for the researcher to accurately describe, predict, explain, and ultimately interpret results to generate recommendations and conclusions relating to this research.

An invitation to participate in this research was sent to superintendents of 733 public school districts and BOCES in New York State. One hundred and five superintendents responded. The 45 superintendents who had served in districts during a period of impasse in teacher negotiations within the past 10 years were invited to participate in the web-based survey developed and administered by the researcher. The first thirty questions in the survey collected quantitative data via closed-response questions. The thirty-first question was intentionally open-ended to collect qualitative data when superintendents were provided an opportunity to make recommendations for changes to the impasse procedures under New York State's Taylor Law.

### **Population**

The selection of participants in this highly specific research was purposeful. Those selected to survey were individuals with deep understanding of the research topic and those who have had the opportunity to observe through experience in their surrounding environments the complicated impact of impasse in teacher negotiations on the labor relations process, the nature

of the relationship between the union and administration during impasse, and the effect of impasse on school climate.

New York's 696 public school districts are organized into 37 supervisory districts that are governed by a board of cooperative education. These thirty-seven supervisory districts are led by district superintendents appointed jointly by the board of cooperative education governing the supervisory district and the New York State Commissioner of Education. These 37 District superintendents along with the 696 public school superintendents were invited to participate in this research. Of the superintendents of the 733 public school districts and BOCES, 105 responded to the survey and represent the survey population.

The selection procedure was finalized in conjunction with the doctoral research chairperson for this study with the intent to survey those New York State public school superintendents in the field who understand the complex issues relating to impasse in teacher contract negotiations and the effect of impasse on school climate. Within the survey population, the target population was those superintendents who had served as superintendent in a New York public school district that had declared impasse in teacher contract negotiations during the past ten years.

### **Sampling method**

Superintendents of the 733 public schools in New York State and BOCES district superintendents were sent letters of invitation to participate in this research via an on-line survey through [www.surveymonkey.com](http://www.surveymonkey.com). One hundred five superintendents responded; the 45 superintendents who had served in districts that had experienced impasse in teacher contract negotiations within the past 10 years participated in this research and became the target population.

Email addresses provided by the New York State Education Department were utilized to distribute the letter of invitation to superintendents. These email addresses were based upon New York State public school superintendents in service as of June 30, 2011. When the school year changed on July 1, 2012, a new email database from the State Education Department identified 179 changes in superintendents from the previous year's list. These leadership changes were due to extensive retirements, changes from interim superintendents to permanent superintendents, and professional mobility. Since the success of this research depends on the population of concern, letters of invitation to participate in the survey were sent to these 179 new superintendents on July 5, 2012. The population participating in the survey provided the statistical data upon which inferences were made about the research topic.

### **Instrument and data collection methods**

The mode for posing questions and collecting responses was a survey instrument (Appendix A) developed by the researcher. The survey instrument collected data regarding New York State public school superintendents' perceptions towards the efficacy of the impasse procedures under the Taylor Law which governs collective bargaining for public schools and public employees.

The introduction to the survey informed participants of the purpose of the survey and provided instructions for navigation through the survey. Demographic questions solicited information about the District in which impasse occurred; specifically size, district type, and resource capacity of the school district. Demographic data about the respondent's experience as a superintendent, with teacher negotiations, and with impasse in teacher negotiations within the past 10 years were also collected. Superintendent levels of experience in negotiating labor contracts and information relating to the collective bargaining process in the district in which

impasse in teacher negotiations occurred within the past ten years was also collected.

Superintendents were asked to provide data on the number of times he or she has experienced impasse in teacher negotiations. Superintendents, who may have experienced impasse more than once in the past 10 years, were invited to participate in the remainder of the survey in relation to the most recent period of impasse in teacher contract negotiations. Skip logic was built into the survey to redirect those superintendents who have not experienced impasse in teacher contract negotiations to the end of the survey.

An overview of the New York State Civil Service Law, Article 14, more commonly known as the Taylor Law and Section 209-a(1)3 of the Taylor Law, popularly referred to as The Triborough Amendment was provided prior to questions relating to these topics.

Superintendents then responded to questions relating to the use of impasse intervention procedures within the Taylor Law, perceptions of the efficacy of the Taylor Law and the Triborough Amendment, the effect of impasse on the relationship between the union and administration, and the impact of impasse on school climate for students, parents, and teachers. This information provided meaningful data for the researcher to draw conclusions and make recommendations.

A Likert scale allowed respondents to choose from five responses (ranging from strongly agree, agree, neutral, disagree, to strongly disagree) for each of the statements presented on the survey instrument relating to perception. Vogt (2011) affirms closed questions as an ideal method for this type of research: “In surveys and interviews, researchers most often offer subjects a limited number of predetermined responses to questions (closed format) rather than allow them to choose their own words for answering questions” (p. 55). The thirty-first question was intentionally open-ended to collect qualitative data. Superintendents were provided an

opportunity to make recommendations for changes to the impasse procedures under New York State's Taylor Law. The ultimate objective for the researcher would be to share results of this research with New York State policymakers.

### **Methods for addressing reliability and validity**

The survey instrument developed by the researcher was approved by the Sage Colleges Institutional Review Board and then administered to a panel of experts who completed the survey and then offered expert opinions on whether questions were likely to measure what was intended, whether questions were clear and understandable, and whether questions gathered sufficient data to answer all research questions. The panel of experts was consisted of eight superintendents of public schools in New York State. The panel identified redundant questions, spelling errors, and an awkwardly worded question that was confusing. Feedback from the panel of experts provided face validity as to whether the survey appears to make sense. Redundant questions were eliminated. Spelling errors were corrected. The researcher made other modifications to the survey instrument prior to administration of the survey in this research based upon the expert opinions of the panel of experts. This procedure addressed survey validity.

The researcher developed a logical grid to make sure there were sufficient questions in the survey instrument to provide enough data to answer each research question. Questions were added to fill in any void identified by the grid.

### **Data Collection Procedures**

The survey questionnaire was uploaded to web-based survey program entitled Survey Monkey ([www.surveymonkey.com](http://www.surveymonkey.com)). The same instrument was administered to all respondent superintendents. The on-line survey program allowed the researcher to limit responses to one answer, such as yes or no; enter multiple choice questions; to enter multiple responses when



more than one impasse procedure had been utilized; and to allow an open-ended response question at the end of the survey. Particular questions relating to perceptions asked respondents to answer by using a five-point scale, similar to a Likert Scale, to identify whether they: (1) strongly agree, (2) agree, (3) remain neutral, (4) disagree, or (5) strongly disagree. Each respondent's answers for the items are summed by the program and provided scale scores representing their attitudinal value on the construct. (Vogt, 2011, p. 208).

The survey data generated from Survey Monkey were then converted and uploaded to the statistical software IBM Statistical Package for the Social Sciences (SPSS) for Windows, version 20.0 (IBM SPSS, Inc., 2011) for further analysis.

### **Ethical Considerations**

The use of SurveyMonkey.com was considered a confidential but not an anonymous instrument since it was an online survey and email addresses could have been traced back. Although the instrument allows for the option of responses to be tied back to respondent email accounts, the researcher configured the program to not save the email addresses and to not collect IP addresses to help with the anonymity of respondents. The program collected participant responses over a secure, encrypted connection to ensure that data was sufficiently protected and secure. The survey was also designed to collect only the minimum amount of personal information necessary to achieve the desired purpose of the study to help protect the confidentiality of the respondents.

There were no questions pertaining to participant's name, employer, or school district of impasse in teacher contract negotiations. Only aggregated data were reported. Individual responses were not identified. There were minimal risks associated with this study, with no

participant names or schools identified in the results. Thus, confidentiality of all participants was assured.

All records were kept solely on the researcher's computer, with unique numbers assigned to each individual record in an excel data base stored on the researcher's computer. Numbers, not names, were tracked. Participation in this research was voluntary, and all data were stored on the investigator's computer and were destroyed at the end of the data collection phase by deleting it from the program and permanently deleting it from the computer's trash. A back up copy was kept on a flash drive in a locked cabinet and was destroyed upon completion of the research. If superintendents choose to exit the study early, data collected to that point were destroyed.

The survey data from Survey Monkey were uploaded to statistical software for further analysis. Statistical computations were completed by use of the statistical software IBM Statistical Package for the Social Sciences (SPSS) for Windows, version 20.0 (IBM SPSS, Inc., 2011).

### **Procedures for minimizing the effect of researcher bias**

The researcher currently serves as a New York State public school superintendent. The researcher has experienced impasse in teacher contract negotiations as a superintendent within the past ten years. The impasse in teacher contract negotiations was prolonged; lasting for two and one-half years before an agreement was reached. The researcher's own personal, professional experience influenced the choice of the research topic as an area of particular interest. However, the researcher set aside personal or professional assumptions at the outset of the study.

Since quantitative studies operate on transparency and rely on structured, carefully worked out procedures and rules, the researcher selected a quantitative approach to help minimize the effect of researcher bias. Quantitative data analysis helped minimize the opportunity to advocate or take a participatory approach to inquiry that would be more apt to occur through a qualitative study. Qualitative data collected via the survey on superintendents' recommendations for change to the impasse procedures under the Taylor Law was presented in a direct, unbiased manner.

### **Delimitations and limitations of this research**

This research was delimited to superintendents of public schools and BOCES in New York State, with the exception of the New York City school district. The study was further delimited to superintendents who experienced impasse in teacher contract negotiations during the past 10 years; these superintendents understand the complex issues relating to impasse in teacher contract negotiations and the effect of impasse on school climate and were invited to participate in the survey.

Superintendents from all public school districts and BOCES in New York State were invited to participate in this research. The study is delimited in that the chancellor and superintendents of schools within the New York City school district were not surveyed as the City has its own regulations for resolving impasse in teacher contract negotiations separate from the remainder of New York State public school districts. While the Taylor Law applies to all New York State public employers and employees, this research has been delimited to examine only those procedures under the Taylor Law relating to impasse in collective bargaining for public school teachers.

Significant turnover of superintendents in New York State public schools as a result of retirements and mobility, limited the number of respondents still in service who would have served during a period of impasse in teacher negotiations within the past 10 years. One hundred five superintendents from the sample population responded; 45 of those had served as superintendent during a period of impasse in teacher contract negotiations within the past 10 years. This research was limited in that not all New York State public school superintendents who have served during period of impasse in teacher negotiations within the past 10 years participated in this research.

The most important limitation faced by the researcher was the unprecedented turnover of public school superintendents in New York State in recent years limited the number of superintendents still in public service who would have served in a district during a period of impasse during the past ten years. The turnover of superintendents impacted the response rate.

Since its original research report, *Snapshot of the superintendency: A study of school superintendents in New York State* (1992), the New York State Council of School Superintendents (NYSCOSS) has gathered data regarding the current demographic characteristics, emerging trends, contractual data, and retirements of New York State public school superintendents, along with findings, implications, and recommendations. The most recent report, *Snapshot 2009*, is NYSCOSS's seventh and most recent version of the triennial study. *Snapshot VIII* is due to be published in December 2012. According to *Snapshot* authors, "In the past five years, some 283 of New York's 725-odd superintendents have retired. (Terranova, Fale, Ike, et al., 2009)." Nearly 40 percent of superintendents retired from service in the five-year period of 2004-2009.

This trend is verified by the email addresses provided by the New York State Education Department to distribute the letter of invitation to superintendents to participate in this research. Email addresses were provided by the New York State Education Department (NYSED) based upon those New York State public school superintendents in service on June 30, 2011. When the school year changed on July 1, 2012, a new email database from NYSED detected 179 changes in superintendents from the previous year's list. These changes in school district leaders may be attributed to extensive retirements, changes from interim superintendents to permanent superintendents, and professional mobility within the field. This represents a 24.4 percent turnover rate in New York State public school superintendents in the one-year period from June 30, 2011, to July 1, 2012.

The tremendous turnover of New York State public school superintendents presented the more significant limitation faced by the researcher by limiting the number of superintendents still in public service who would have served in a district during a period of impasse during the past ten years.

### **Overall value of this research**

The researcher examined the perceptions of New York State public school and BOCES superintendents in relation to the efficacy of the Taylor Law which covers collective bargaining for public school employees in New York State. The researcher looked at the impasse procedures within the Taylor Law, the impact of such on the ability to settle labor disputes, the effect of impasse on relationships between union and district leaders, and the effect of impasse in teacher contract negotiations on school climate for students, parents, and teachers. The researcher also solicited recommendations from superintendents on how the impasse procedures within the Taylor Law could be changed. This research could prove significant in informing

future policy level revisions to the Taylor Law by elected officials – from New York State legislators to the Governor – and could prove beneficial to New York State public school districts participating in future collective bargaining with public school teachers.

Changes to the impasse procedures under the Taylor Law would likely decrease the number of labor disputes and shorten the time involved in teacher contract negotiations. Particularly during severely challenging economy times, it appears that it would benefit New York State public school districts and taxpayers to have a less cumbersome, less time-consuming, and more cost-effective impasse procedure. Fewer districts at impasse and a streamlined negotiations process would likely be more cost effective for public school districts, decrease the time spent by both parties on teacher contract negotiations, reduce the public school district resources spent on labor relations and legal fees, improve the relationship between union and district leaders, and improve school climate for students, parents, and teachers. It is likely with less protracted labor disputes, district administrators and teacher leaders would be able to concentrate less on union matters and more on district-focused efforts to improve teaching and learning during this time of unprecedented educational change. It appears that a more positive school climate for students, parents, and teachers would help foster student development and learning. (National School Climate Center, 2012).

## Chapter IV: Analysis of Data

### Brief Description of Study

The purpose of this research was to investigate New York State public school superintendents' perceptions of the efficacy of impasse procedures within the Taylor Law, including the Triborough Amendment; the effect of impasse on the relationship between union and district leaders; the effect of impasse on school climate for students, parents, and teachers; and to collect superintendent recommendations, if any, for changes to the impasse procedures within the Taylor Law.

The survey instrument was developed by the researcher and administered to New York State public school superintendents who had experienced impasse in teacher contract negotiations within the past 10 years through the online survey tool, [www.SurveyMonkey.com](http://www.SurveyMonkey.com). The data collection methodology was primarily quantitative with participants able to select from provided responses. One qualitative question was administered providing superintendents the opportunity to make recommendations for change, if any, to the impasse procedures within the Taylor Law.

The following five research questions guided the study and served as the center of the data analysis:

1. What are New York State public school superintendents' perceptions of the efficacy of impasse procedures within the Taylor Law relating to public school employees?
2. What are New York State public school superintendents' perceptions of the effect of the Triborough Amendment to the Taylor Law on settling labor disputes with teachers?
3. What are New York State public school superintendents' perceptions of how impasse in teacher negotiations affects the relationship between union and administration?

4. What are New York State public school superintendents’ perceptions of how impasse in teacher contract negotiations affects school climate for students, parents, and teachers?
5. Do New York State public school superintendents believe changes should be made to the impasse procedures within the Taylor Law and, if so, what changes do they recommend?

**Background Information**

***Demographics***

One hundred and five New York State public school superintendents responded to the invitation to participate in this research. Of these 105 superintendents, the 45 who had experienced impasse in teacher contract negotiations within the past 10 years completed the survey, became the target population, and provided the research data. Demographic data gathered by this research suggest participating superintendents are relatively inexperienced as superintendents.

**Table 1.**

***Characteristics of Respondent Superintendents***

<b>Experience as a Superintendent</b>	
<b>Percent of Respondents</b>	<b>Experience in Years</b>
26.7%	Up to 3 years
25.7%	4-6 years
22%	7-9 years
4.8%	10-12 years
20%	more than 12 years
<b>Negotiated Teachers Contract as Superintendent</b>	
<b>Percent of Respondents</b>	<b>Number of Times Negotiating</b>
48%	1 or 2 times
23.1%	3 to 4
28.9%	5 or more
<b>As Superintendent, Number of Times at Impasse in Teacher Contract Negotiations in past 10 years</b>	
<b>Percent of Respondents</b>	<b>Times at Teacher Contract Impasse – Past 10 Years</b>
72.7%	1 time
20.5%	2 times
6.8%	3 or more

**Table 1. Characteristics of Respondent Superintendents**



Table 1 shows over half (52.4%) of respondent superintendents have six or less years of experience; three-quarters (75.3%), nine or less years of experience. Experience negotiating collective bargaining agreements was similarly limited. About half (48.1%) of respondents had only negotiated one or two teachers contracts; two thirds (66.4%) three to four. One hundred five superintendents responded to the survey invitation; of these, the 45 (42.9 percent) who had experienced impasse in teacher contract negotiations during the past 10 years represented the completed the survey, became the target population, and provided the data for this research. Skip logic was built into the survey to redirect the 57.1 percent who had not experienced impasse to the end of the survey.

Other demographic data collected about respondent superintendents represented in Table 1 pertained to the number of times at impasse in teacher negotiations in past 10 years. Of those who had served as superintendents during periods of impasse in teacher contract negotiations during the past 10 years. The majority (72.7 percent) had on one occasion and 20.5 percent on two. Another 6.8 percent had experienced impasse three or more times during the past 10 years. Since 27.3 percent of the respondents had experienced impasse more than once, participants were advised to respond to all other questions in relation to the most recent district of impasse.

When asked who had represented the district as chief negotiator in the most recent impasse in teacher contract negotiations, the results varied greatly as represented in Table 2. Nearly half of districts (45.5%) used the school attorney as chief negotiator, one quarter (25%) utilized a labor relations specialist, and one fifth (20.5%) made use of the superintendent as chief spokesperson. Other respondents used a human resources administrator (2.3%) or other unspecified person (6.8%).

**Table 2.*****Characteristics of Districts of Impasse***

<b>Chief Spokesperson for Negotiations Teachers Contract in District of Impasse</b>		
<b>Percent of Respondents</b>	<b>Chief Spokesperson</b>	
45.5%	School Attorney	
25%	Labor Relations Specialist	
20.5%	Superintendent	
9.1%	Human Resources or Other Administrator	
<b>Length of Impasse</b>		
<b>Percent of Respondents</b>	<b>Length of Impasse</b>	
20.9%	6 months or less	
39.5%	7-12 months	
20.9%	13-18 months	
11.6%	19-24 months	
7.0%	2 years or longer	
<b>District Type in District of Impasse</b>		
<b>District Type</b>	<b>% NYS Districts by District Type</b>	<b>% Respondent Districts by District Type</b>
<b>BOCES</b>	5.1%	4.7%
<b>City</b>	7.8%	7.0%
<b>Suburban</b>	61.4%	32.6%
<b>Rural</b>	25.7%	55.8%
<b>Enrollment in District of Impasse</b>		
<b>Enrollment Range</b>	<b>% NYS Districts by Enrollment Range</b>	<b>% Respondent Districts by Enrollment Range</b>
5,000 or more	12.1%	9.6%
2,000-4,999	25.1%	35.7%
500-1,999	45.8%	45.2%
Up to 500	17.0%	9.5%
<b>Salary Schedule in District of Impasse</b>		
<b>Yes</b>	<b>No</b>	
85.4%	14.6%	

**Table 2. Characteristics of Districts of Impasse**

Table 2 also shows that the majority (81.3%) of superintendents reported periods of impasse that lasted up to 18 months before settlement. The most prevalent response was an impasse duration of 7-12 months which was reported by nearly forty percent (39.5%) of respondents. Seven percent of respondents indicated their districts were at impasse two or more years.

Table 2 also reports how respondent superintendents identified the type of district in the most recent impasse as: rural, suburban, small city/urban, or a BOCES district. The majority (55.8%) of districts represented were rural schools, followed by suburban (32.6%). Small city/urban districts represented 7 percent with the balance of 4.7 percent BOCES districts. The percentage of respondent districts by type of district was compared to New York State public school districts by type of district.

As shown in Table 2, the respondent sample is over-representative of rural districts (55.8%) as compared to the percentage of rural districts statewide (25.7%). The respondent sample underrepresents suburban districts (32.6%) as compared to percentages of suburban districts statewide (61.4%). The percentage of respondent districts that were BOCES or small city/urban districts closely reflected statewide statistics.

The researcher analyzed cross tabulations based upon the number of reported times at impasse and the type of school district. The results were not statistically significant. There appeared to be no difference in the reported number of times at impasse between rural and suburban districts and there were too few respondents from city, urban, or BOCES districts to draw conclusions from the data.

Table 2 represents the student enrollment of districts as identified by respondent superintendents. The enrollment of the district in the most recent impasse was reported in the following student enrollment ranges: up to 499; 500-1,999; 2,000-4,999; 5,000-9,999; or 10,000 or more. Over half (54.7%) of the respondent districts were smaller districts with a total student enrollment of 1,999 or less. The respondent districts of impasse were compared with the percent of New York State public school districts in the fall 2009 by enrollment intervals. This data is also represented in Table 2. The respondent districts were a fairly close representative sample of

New York State public school districts. Over forty-five percent (45.2%) of respondent districts had student enrollments between 500 and 1,999 students. This closely mirrors the New York state public school district enrollments (45.8%) for this same enrollment interval. About one third (35.7%) of the respondent school districts had student enrollment between 2,000 and 4,999 students as compared to 25.1% statewide; the remainder (9.6%) with 5,000 or more students as compared to 12.1% statewide.

Ninety-five percent of the districts were reportedly PK- or K-12; the remaining 5%, BOCES or PK- or K-8 as represented in Table 2.

As a measure of poverty, superintendents were asked to indicate the total percent of students in the district of most recent impasse qualifying for free and reduced meals (Table 3). Though participants initially replied in ten-percent increment ranges, the data was subsequently aggregated to twenty-percent ranges for some of the analyses. The largest percentage of districts of impasse were between 40-59 percent poverty (43.9%); followed by those within 20-39 percent (28.6%); 0-19 percent (21.4%); and, lastly, 60-79 percent (7.2%). None of the respondents reported district free and reduced lunch percentages over 79 percent. On a separate question, 81 percent of respondent superintendents perceived the district's ability to pay contributed to impasse in teacher contract negotiations.

Superintendents reported that 85.4 percent of districts of impasse had teacher salary schedules that provided for teacher advancement to the next step on the salary schedule at the end of the school year. The researcher analyzed a cross tabulation based upon number of reported times at impasse and whether the district had a teacher's salary schedule. There was no statistical significance. Although the researcher hypothesized there would be a higher number of times at impasse for districts with teacher salary schedules, this was not borne out by the data.

**Table 3.**

*As a measure of poverty, the percent of students qualifying for free and reduced meals*

<b>Poverty Ranges</b> (% of students in district qualifying for free- and reduced-price meals)	<b>Percent of Districts within Poverty Range</b>	<b>Poverty Ranges</b> (% of students in district qualifying for free- and reduced-price meals)	<b>Percent of Districts within Poverty Range</b>
0-9%	11.9%	0-19%	21.4%
10-19%	9.5%		
20-29%	11.9%	20-39%	28.6%
30-39%	16.7%		
40-49%	28.6%	40-59%	42.9%
50-59%	14.3%		
60-69%	4.8%	60-79%	7.2%
70-79%	2.4%		
80-89%	0.0%	80% or higher	0.0%
90% or higher	0.0%		

**Table 3. Percent of Students Qualifying for Free or Reduced Meals**

### **Data Relating to the Efficacy of the Impasse Procedures under the Taylor Law**

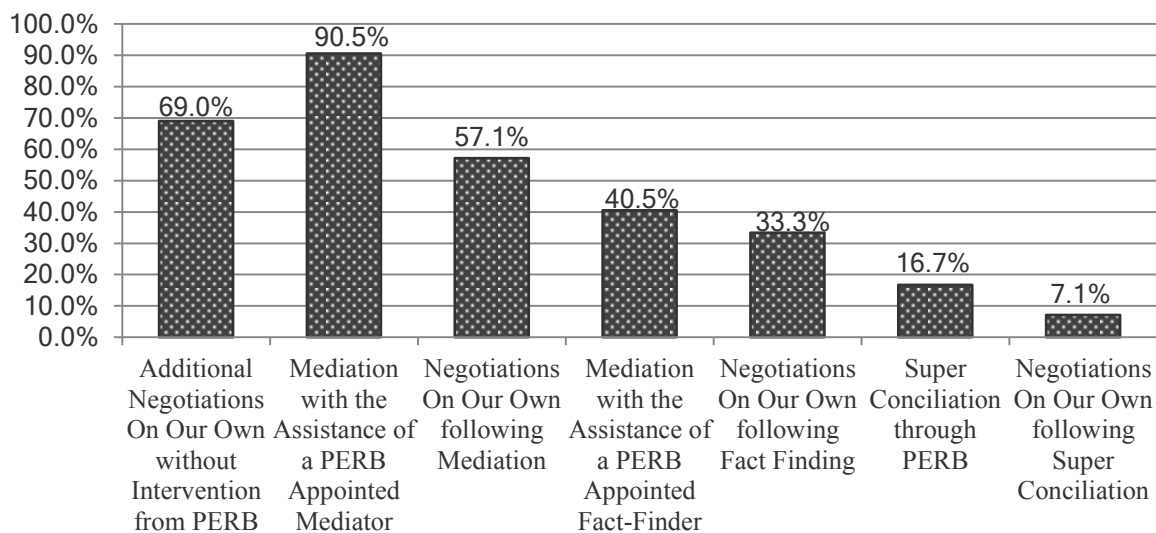
**Research Question 1:** What are New York State public school superintendents’ perceptions of the efficacy of impasse procedures within the Taylor Law relating to public school employees?

Figure 4 shows attempts at impasse resolution employed by the respondent superintendents following the continuum of interventions available under the Taylor Law. The interventions under the Taylor Law range from mediation, to fact finding and, finally, advanced mediation or super conciliation. PERB encourages the parties to continue both informal and formal attempts to resolve the dispute throughout the period of impasse. Superintendents could respond to multiple choices and were asked to indicate all impasse processes employed in an effort to reach agreement.

That data in Figure 4 confirm the majority of respondents (69%) attempted additional negotiations on their own following the declaration of impasse, but prior to outside intervention by PERB. Nearly all (90%) of respondents, utilized the services of a PERB-trained mediator to attempt to resolve the deadlock. Over half (57.1%) continued to attempt to negotiate on their own following mediation, but prior to receiving formal intervention by a PERB-trained fact

finder. Over forty percent (40.7%) made use of a PERB-appointed fact finder. One third (33.3%) continued talks on their own following fact-finding. Another 16.7 percent continued to be unsuccessful in reaching agreement and sought additional later term mediation through super conciliation by a trained PERB mediator. Beyond super conciliation, 7.1 percent attempted further negotiations on their own.

**Figure 4.**  
*Processes Employed in an Attempt to Settle*



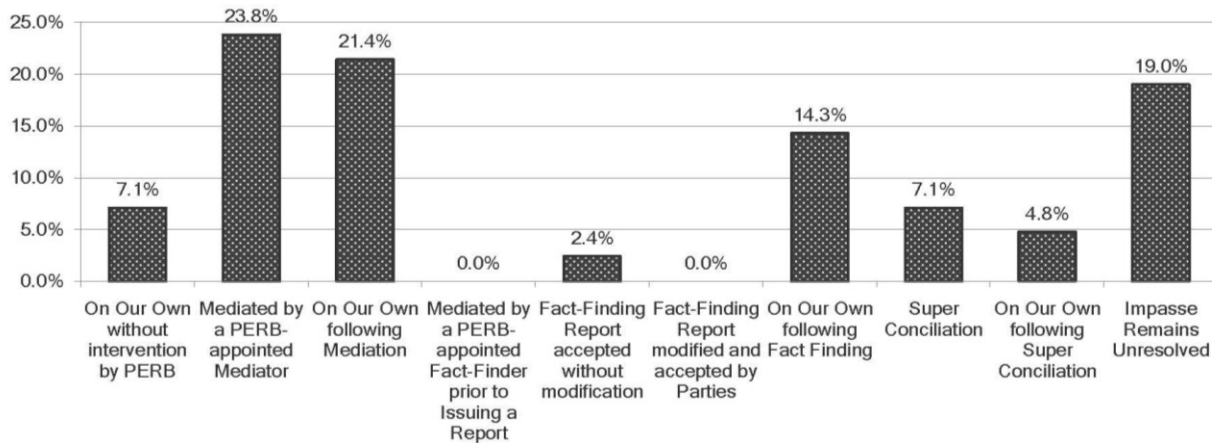
**Figure 4. Processes Employed in an Attempt to Settle Impasse**

The seven progressive stages of intervention to attempt a voluntary resolution to impasse are outlined in Figure 4 above. Superintendents were asked to indicate the stage at which, if any, the impasse in the most recent teacher contract negotiations was resolved. The results are shown below in Figure 5. Over half (52.3%) of the responding superintendents indicated their districts settled prior to petitioning PERB for intervention from a trained fact finder. Data indicate the fact-finding process to be the least effective at resolving the impasse with no districts settling with the assistance of a fact finder, only 2.4 percent of districts accepting the fact finder's report without modification, and no districts finding success on their own following fact finding

and prior to super conciliation. This advanced mediation or super conciliation by a trained PERB mediator proved effective 7.1 percent of the time. Another 4.8 percent of respondents reached agreement following super conciliation. Nineteen percent of respondent districts remained at impasse despite the continuum of voluntary interventions shown in Figure 5 below.

**Figure 5.**

*Indicate the stage at which, if any, the impasse in your most recent teacher contract negotiations was resolved.*



**Figure 5. Stage at Which Impasse was Resolved**

Superintendents were invited to share their perceptions of the effectiveness of the individual provided by PERB as a mediator, fact finder, or advanced mediation through a super conciliator. Figure 6 shows nearly all (97.6%) of participants who expressed an opinion had utilized mediation. Results were almost equally split between those who found the mediator highly effective to effective (43.9%) and those who found the mediator ineffective to highly ineffective (46.3%).

Also in Figure 6, about half (46.7%) of those who offered an opinion on the effectiveness of a fact finder had actually used the services of a fact finder. Of those who had utilized a PERB-appointed fact finder, over half (56.3%) found the individual appointed ineffective to highly ineffective and about a third (36.5%) found the fact finder highly effective to effective.

Conversely, Figure 5 shows that in most cases (97.6%) fact finding did not produce a settlement.

Only about one-third (31.8%) of respondents utilized the services of a conciliator. See Figure 6 below. Yet, those who had utilized a super conciliator rated the individual's performance higher than any other outside intervention with 71.4 percent rating the super conciliator effective.

**Table 6.**

*How effective was the individual appointed by PERB in assisting the parties to affect a voluntary resolution of impasse at the following stages:*

	Highly Effective	Effective	Not Sure	Ineffective	Highly Ineffective	Did Not Utilize, Not Included in Opinion Answers
<b>Mediator</b>	26.8%	17.1%	9.8%	31.7%	14.6%	2.4%
<b>Fact-Finder</b>	12.5%	25.0%	6.3%	37.5%	18.8%	46.7%
<b>Advanced Mediation with Super Conciliator</b>	0.0%	71.4%	14.3%	14.3%	0.0%	68.2%

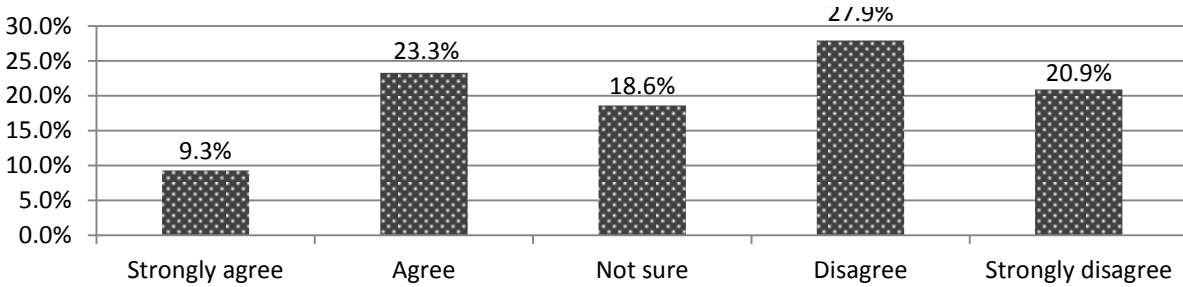
**Table 6. Superintendents' Perceptions of the Effectiveness of Individual Appointed by PERB to Assist**

The research survey further asked superintendents to indicate whether they agreed that the voluntary recommendations made by mediators, fact finders, or super conciliators, as outlined in the impasse procedures for school districts under the Taylor Law, should be binding on the parties at each stage. Results varied widely depending upon the prescribed intervention as shown in Figures 7-9. Nearly half (48.8%) of respondents disagreed or strongly disagreed that mediation should be binding, about 20 percent (18.6%) were unsure and about one third agreed or strongly agreed.



**Figure 7.**

***Rather than voluntary recommendations, the mediator's recommendations should be binding under the Taylor Law***

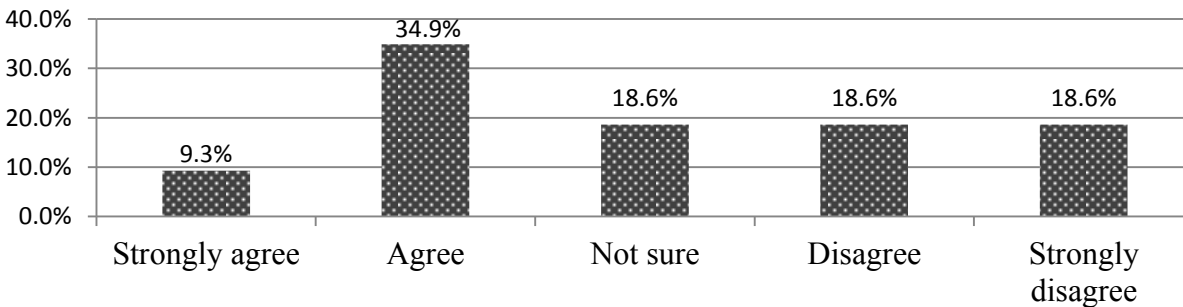


**Figure 7. Superintendents' Perceptions of Whether Mediator Recommendations Should be binding vs. Voluntary under the Taylor Law**

Figure 8 demonstrates the results of superintendents' perceptions of whether the fact finder's recommendation should be binding. The ends of the spectrum were nearly equal with respondents who agreed or strongly agreed (44.2%) that fact-finding should be binding and those who disagreed or strongly disagreed (37.2%). Those not sure represented 18.6 percent. These data suggest lack of agreement on the part of respondent superintendents.

**Figure 8.**

***Rather than voluntary recommendations, the fact finder's recommendations should be binding under the Taylor Law***



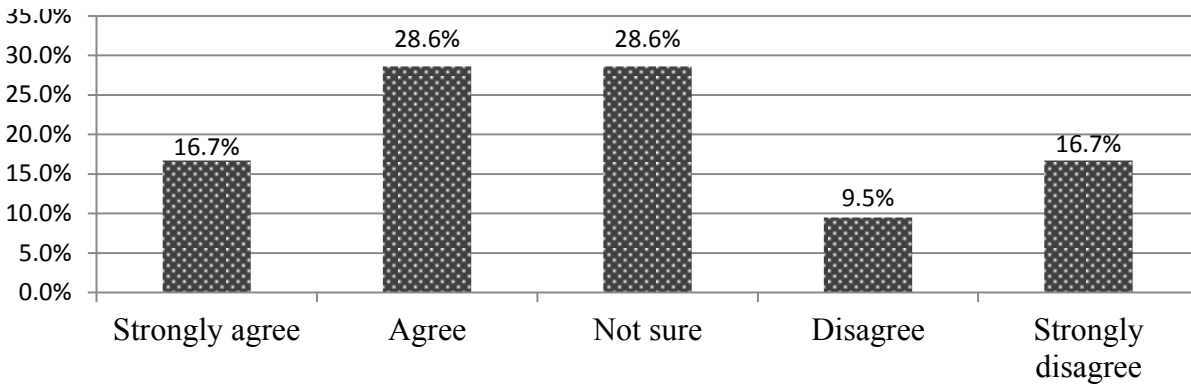
**Figure 8. Superintendents' Perceptions of Whether Fact Finder Recommendations Should be binding vs. Voluntary under the Taylor Law**

Among the three impasse procedures under the Taylor Law, Super conciliation garnered the most undecided response from respondents as to whether it should be binding with 28.6 percent not sure it should be binding. See Figure 9 to follow. Nearly half (45.3%) strongly agreed or agreed that super conciliation should be binding on the parties; about one-quarter

(26.2%) disagreed or strongly disagreed.

**Figure 9.**

***Rather than voluntary recommendations, the super conciliator's recommendations should be binding under the Taylor Law***



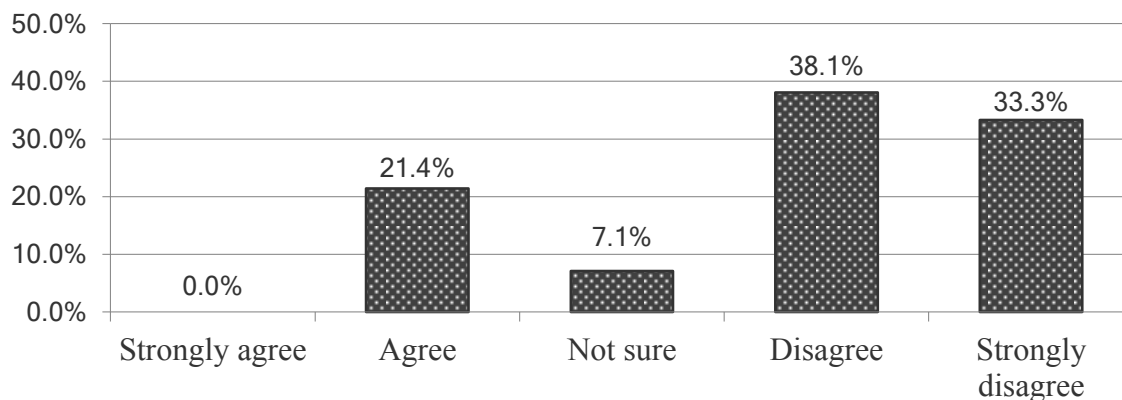
**Figure 9. Superintendents' Perceptions of Whether Super Conciliator Recommendations Should be binding vs. Voluntary under the Taylor Law**

Finally, superintendents were asked whether the impasse procedures under the Taylor Law promote resolution by the parties on their own. The results in Figure 10 show over 70 percent (71.4%) disagreed or strongly disagreed that the impasse procedures under the Taylor Law promoted resolution by the parties on their own. Data in Figure 5 show that 21.4 percent of respondents settled on their own following mediation, 14.3 percent on their own following fact finding, and 4.8 percent on their own following advanced mediation through a super conciliation, for a total of 40.5 percent of settlements occurring after or without PERB intervention.

However, the data do not show what factors may have contributed to settlements at these points.

**Figure 10.**

*Impasse procedures under the Taylor Law promote resolution by the parties on their own.*



**Figure 10. Superintendents' Perceptions of Whether Impasse Procedures under the Taylor Law Promote Resolution by the Parties on Their Own**

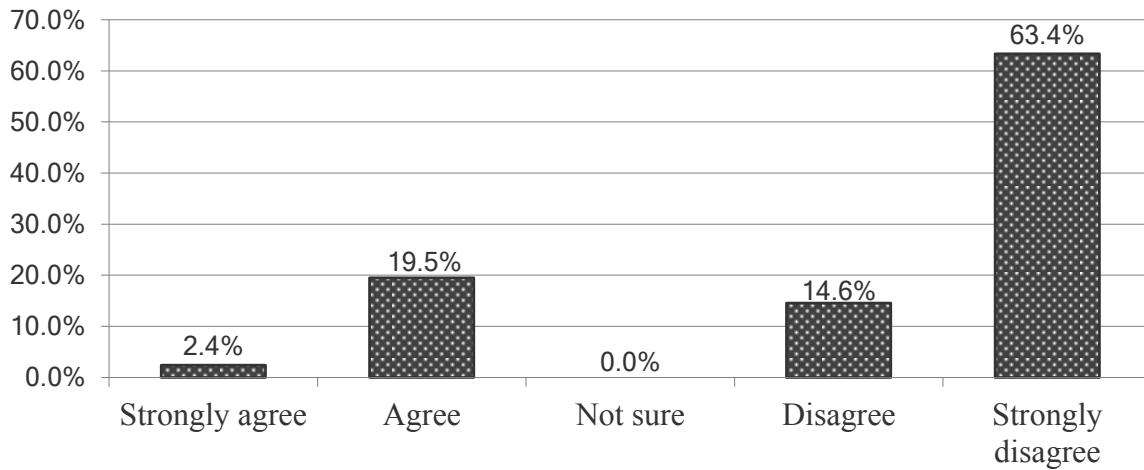
### **The Effect of the Triborough Amendment on Impasse**

**Research Question 2:** What are New York State public school superintendents' perceptions of the effect of the Triborough Amendment to the Taylor Law on settling labor disputes with teachers?

New York State public school superintendents shared their perceptions of the effect of the Triborough Amendment to the Taylor Law on settling labor disputes with teachers. Of respondent superintendents who had experienced impasse in the past 10 years, survey data suggested broad agreement among responding superintendents in relation to the Triborough Amendment's perceived effect on impasse in teacher contract negotiations. When asked whether the Triborough Amendment had no effect on impasse in teacher contract negotiations, Figure 11 below shows 78 percent stated disagreement or strong disagreement.

**Figure 11.**

*The Triborough Amendment had no effect on impasse in teacher contract negotiations.*

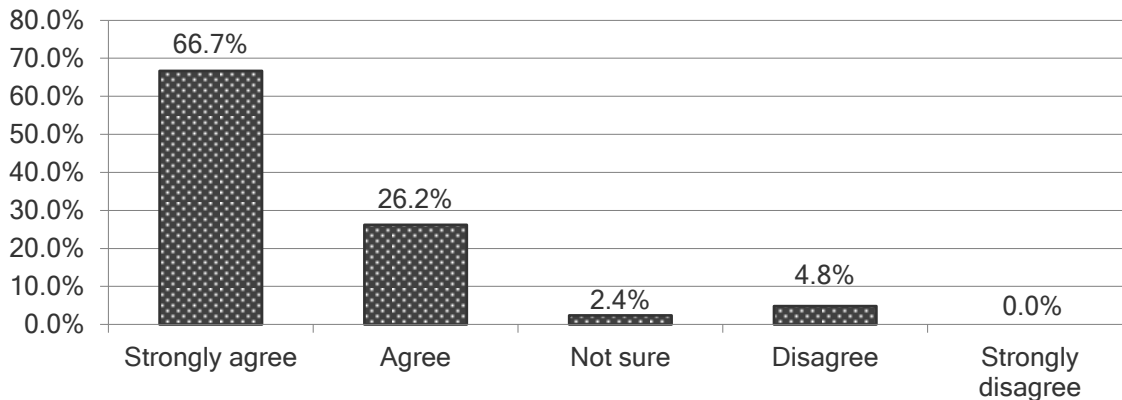


**Figure 11. Superintendents' Perceptions of the Effect of the Triborough Amendment on Impasse**

Another area of broad agreement among respondents occurred when asked whether the Triborough Amendment's continuation of all terms and conditions of employment for union members during impasse prolonged the impasse. Figure 12 illustrates that nearly all (92.9%) strongly agreed or agreed that the Triborough Amendment prolonged the impasse period.

**Figure 12.**

*The Triborough Amendment's continuation of all terms of the expired agreement prolonged the period of impasse*

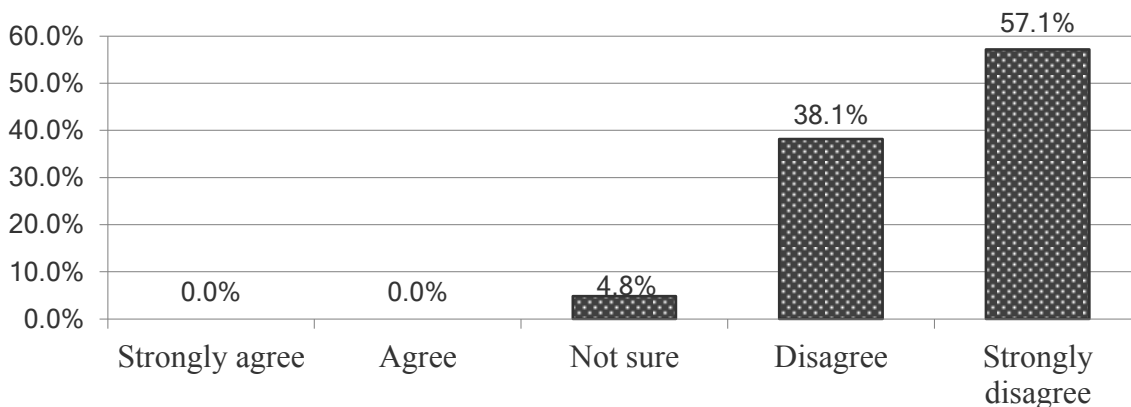


**Figure 12. Superintendents' Perceptions of the Effect of the Triborough Amendment on the Length of Impasse**

Figure 13 below confirms similar levels of overwhelming agreement among respondents, when superintendents were asked whether no changes should be made to the impasse procedures under the Taylor Law. Nearly all respondents (95.2%) indicated disagreement to leaving the impasse procedures under the Taylor Law intact; with 57.1 percent strongly disagreeing and 38.1 percent disagreeing. These data indicate superintendents who have experienced impasse in teachers’ contract negotiations within the past 10 years overwhelmingly believe the 45 year old Taylor Law needs to be changed.

**Figure 13.**

*No changes should be made to the impasse procedures under the Taylor Law.*



**Figure 13. Superintendents' Perceptions of Whether Changes Should be made to the Impasse Procedures under the Taylor Law**

### **Relationship between Union and District Administrators during Impasse**

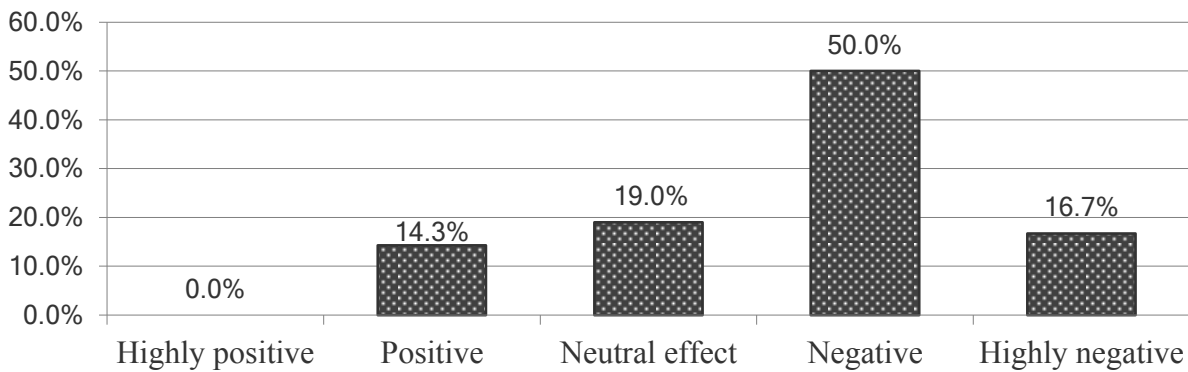
**Research Question 3:** What are New York State public school superintendents’ perceptions of how impasse in teacher negotiations affects the relationship between union and administration?

This research also examined New York State public school superintendents’ perceptions of how impasse in teacher negotiations affects the relationship between union and administration. As indicated in Figure 14, data relating to the effect of impasse on the relationship between union and district leaders indicate a sizable majority (66.7%) of respondent

superintendents who had experienced impasse believed the deadlock in negotiations produced a negative to highly negative relationship between union and district leaders. The data support the conclusions of Borstel (2010), Eberts (2007), and Johnson and Kardos (2000) that the industrial style negotiations adopted by education unions is characterized by conflicting interests and win vs. lose posturing. A labor relations style characterized less by compromise and collaboration and more by advancing conflicting or opposing interests would be less compatible with maintaining or developing positive relationships during a labor conflict.

**Figure 14.**

*Impasse in teacher contract negotiations affected the relationship between the union and administration in the following manner:*

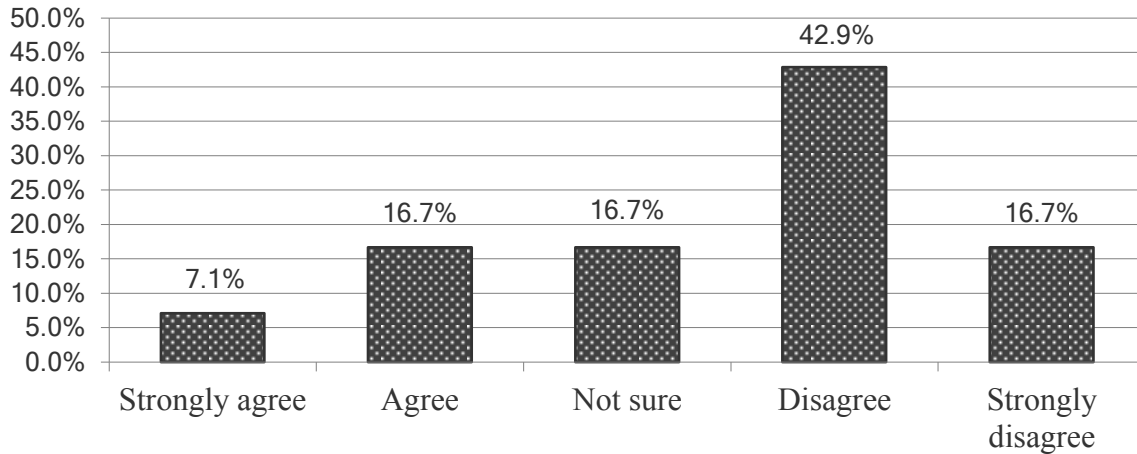


**Figure 14. Superintendents' Perceptions of the Effect of Impasse in Teacher Contract Negotiations on the Nature of the Relationship between the Union and Administration**

Data results in Figure 15 show the majority of respondent superintendent (59.6%) disagreed or highly disagreed that the period of impasse served as an opportunity for the union and administration to gain a better understanding of each other's concerns. However, not all concur. Nearly one quarter (23.8%) of superintendents responded the period of impasse served as an opportunity to gain a better understanding of each other's concerns.

**Figure 15.**

*The period of impasse served as an opportunity for union and administration to gain a better understanding of each other's concerns.*

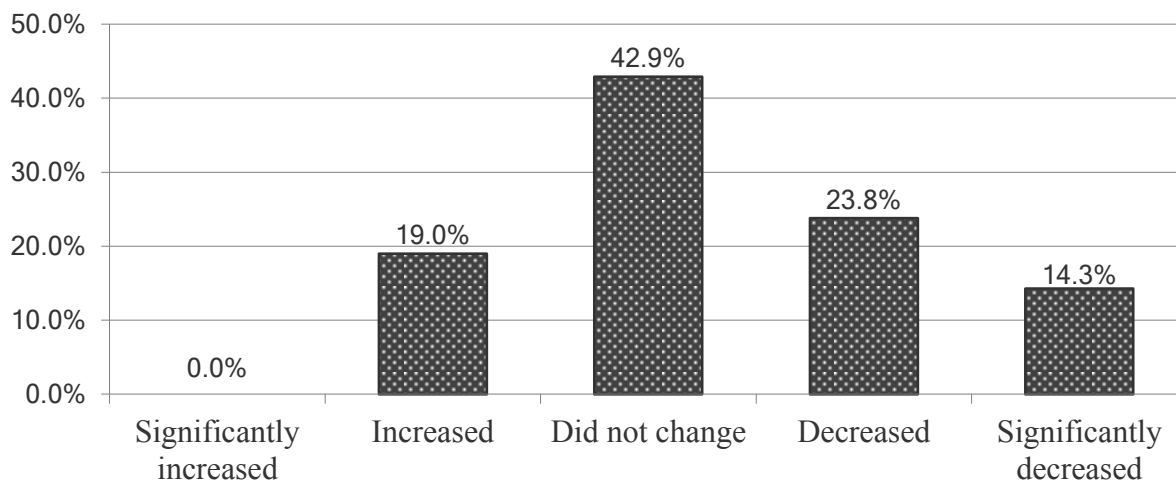


**Figure 15. Superintendents' Perceptions of Whether Impasse Served as an Opportunity to Better Understand Each Other's Concerns**

Figure 16 details superintendents' perceptions of efforts of union and district leaders to collaborate during impasse. The data results are clearly mixed. Most superintendents (42.9%) reported collaboration did not change, though nearly the same amount, 38.1 percent, reported it decreased or significantly decreased. What is noteworthy is that 19 percent of superintendents perceived collaboration between the union and administration to increase during impasse. These later data support the research of Meredith (2009) and Lick and Murphy (2007) who found union-administrator relationships can remain positive despite contractual issues when administrators with a focus on student learning empower teachers to remain focused.

**Figure 16.**

*During the period of impasse collaboration between the union and administration:*



**Figure 16. Superintendents' Perceptions of the Nature of Collaboration between Union and Administration during Impasse**

### **Data Relating to School Climate during Impasse**

**Research Question 4:** What are New York State public school superintendents' perceptions of how impasse in teacher contract negotiations affects school climate for students, parents, and teachers?

Data on the superintendents' perceptions of the effect of impasse on school climate for students, parents, and teachers during periods of impasse, as the periods of impasse prolonged, and following contract settlement was collected and analyzed by the researcher. For the purpose of this research, the term "school personnel" refers exclusively to teachers.

Table 17 shows superintendents believe impasse in teacher contract negotiations did not change school climate for students 61 percent of the time. However, respondents perceive 39 percent of the time impasse had a negative or highly negative effect on school climate for students. Respondent superintendents perceived no change in school climate for parents during periods of impasse in 53.7 percent of districts of impasse; however, 43.9 percent report perceived negative or highly negative climate during impasse for parents. These results are also shown in



Table 17. Curiously, respondent superintendents perceived school climate to improve for parents during the period of impasse in 2.4 percent of districts. The most significant impact on school climate during impasse related to teachers with respondent superintendents reporting perceptions of 73.1 percent of teachers in districts of impasse being negatively or highly negatively affected and about one-quarter (26.8%).

**Table 17.**

***Superintendents' Perceptions of the Effect of Impasse on School Climate for Students, Parents and Teachers***

	<b>During Impasse</b>	<b>As Impasse Lengthened</b>	<b>Following Impasse</b>
<b>Students</b>	61% Perceived No Change; 39% Negative or Highly Negative	Perceived No Change	77.8% Perceived Climate Returned to Normal
<b>Parents</b>	53.7 % Perceived No Change; 43.9% Negative or Highly Negative	Slightly Higher Decline; though 4.9% Perceived Improvement	69.4% Perceived Climate Returned to Normal
<b>Teachers</b>	26.8% Perceived No Change; 73.1% Negative Or Highly Negatively	77.5% Perceived Significant Decline as Impasse Lengthened	48.6% Perceived Climate Returned to Normal

**Table 17. Superintendents' Perceptions of the Effect of Impasse on School Climate for Students, Parents, and Teachers**

As the period of impasse in teacher contract negotiations lengthened, superintendents perceived those most affected by a decline in school climate to be teachers with a 77.5 percent responding a decline or significant decline in school climate. This data is also shown in Table 17. There was no reported change in school climate for students as the impasse lengthened; however, superintendents perceived a slightly higher decline in school climate for parents as the impasse lengthened. Interestingly, superintendents perceived school climate to improve for parents in 4.9 percent of the districts as the period of impasse lengthened.

Once the teachers' contract impasse was settled, respondent superintendents perceived school climate returned to normal for students, parents, and teachers the majority of the time; 77.8 percent, 69.4 percent, and 48.6 percent respectively as reported in Table 17. The remainder of each of the groups saw more improvement or significant improvement following settlement, than decline or significant decline.

The researcher looked at a cross tabulation based upon superintendents' perceptions of the impact of impasse on school climate for students, parents, and teachers and who served as chief negotiator for the district of impasse. There was an interesting finding in that there was no relationship between superintendents' perceptions of the effect of impasse on school climate and who served as the chief negotiator.

An analysis was also completed by the researcher based upon a cross tabulation of superintendents' perceptions of the impact of impasse on school climate for students, parents, and teachers and the number of years of service as a superintendent. The results were not statistically significant. Whether more experienced superintendents or less experienced, they had similar perceptions of the impact of impasse on school climate for students, parents, and teachers.

### **Recommended Changes to the Taylor Law Relating to Public School Employees**

**Research Question 5:** Do New York State public school superintendents believe changes should be made to the impasse procedures within the Taylor Law and, if so, what changes do they recommend?

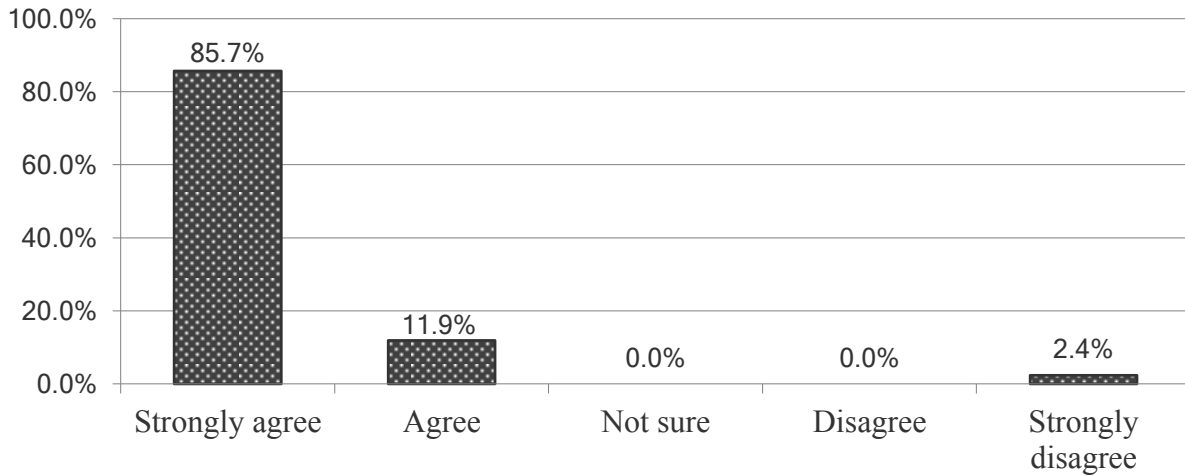
Overwhelmingly when asked whether no changes should be made to the impasse procedures under the Taylor Law, 95.2 percent disagreed with leaving the impasse procedures under the Taylor Law intact with 57.1 percent strongly disagreeing and 38.1 percent disagreeing

(as shown in Figure 13). A series of questions asked New York State public school superintendents to respond to various potential changes to the impasse procedures under the Taylor Law and the final open-ended questions permitted superintendents to make recommendations for changes to the impasse procedures within the Taylor Law relating to public school employees.

When asked whether the Triborough Amendment, as it related to salary or wage increases should be changed, overwhelmingly 97.6 percent of responding superintendents strongly agreed or agreed (Figure 18). Similar percentages were found when superintendents were asked whether the Triborough Amendment's continuation of all terms and conditions of employment for teachers during impasse prolonged the impasse, with 92.9 percent strongly agreeing or agreeing (Figure 12). These data suggest responding superintendents perceive the Triborough Amendment to be ineffective during severe economic conditions as they believe it prolongs the impasse since teachers continue to receive salary step and lane increases indefinitely. During the past five years, the economic climate has experienced a steep decline. This Great Recession, as dubbed by economists, is said to have been even wider spread than the Great Depression. (Isidore, 2007). This recent, severe decline in the economy may have intensified the effects of the Triborough Amendment's protection of teachers' salary and benefits during impasse to an all-time pinnacle.

**Figure 18.**

*The Triborough Amendment, as it relates to salary or wage increases, should be changed.*



**Figure 18. Superintendents' Perceptions of Whether the Triborough Amendment as it relates to Salary or Wage Increases Should be changed**

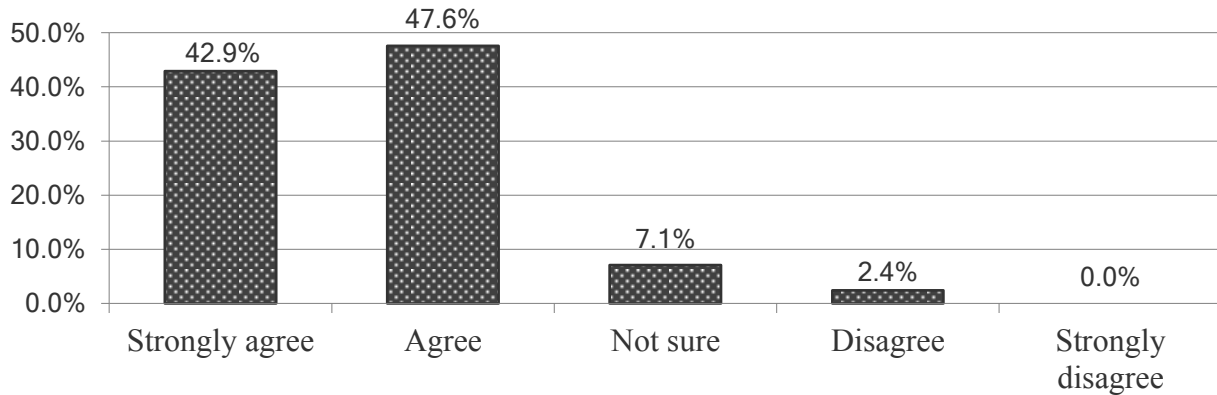
Donovan (1990) maintained the Triborough Amendment strengthened the union’s ability to oppose concessions during negotiations, but felt in time the amendment would have no significant effect on bargaining power between the parties as each side would participate in the give and take that naturally occurs during negotiations. The Triborough Amendment was supported by unions as a method of equaling the balance of power at the time in exchange for not striking. Nonetheless, the author acknowledged the balance of power between unions and districts at the bargaining table might be compromised by severe economic conditions. He stated, “Conceivably, the situation could change in a period of severe economic decline like the Great Depression. Short of that, however, the law does not provide an ironclad guarantee that past employee gains will be retained.” (Donovan, 1990, p. 190). Donovan’s prophetic exception to the Triborough Amendment’s effectiveness may have come to pass with the recent economic crisis.

When asked whether time limits should be built into the impasse procedures under the Taylor Law to prevent either party from excessively prolonging the period of impasse, nearly all

(90.5%) of responding superintendents strongly agreed or agreed to imposing time limits to the impasse procedures as seen in Figure 19. The Taylor Law has no time limits building into the impasse interventions, thus impasse can continue indefinitely.

**Figure 19.**

*Time limits should be built into the impasse procedures within the Taylor Law to prevent either party from excessively prolonging the impasse.*

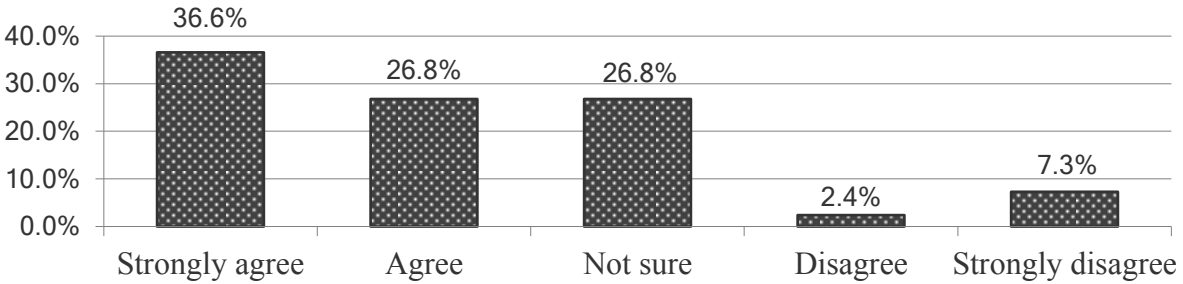


**Figure 19. Superintendents' Perceptions of Whether Time Limits Should be built into the Taylor Law**

Asked whether a monetary penalty should be imposed by PERB should the agency determine a party to negotiations stalled or intentionally prolonged negotiations during impasse, superintendents responded favorably for the most part with 63.4 percent strongly agreeing or agreeing. However, as shown in Figure 20, about one quarter (26.8%) of superintendents responded they were not sure whether a monetary penalty should be imposed by PERB for intentionally prolonging negotiations during periods of impasse.

**Figure 20.**

*A monetary penalty should be assessed by PERB when a party to negotiations stalls or intentionally prolongs negotiations during impasse.*

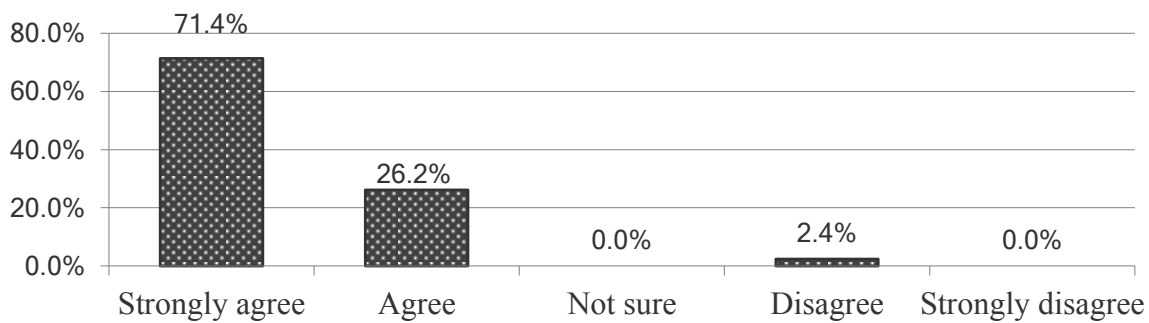


**Figure 20. Superintendents' Perceptions of Whether a Monetary Penalty Should be assessed by PERB for Intentionally Prolonging Impasse**

Superintendents were asked whether the PERB-appointed fact finder should give more weight to the current economic conditions rather than the prior history of settlements, nearly all (97.6%) strongly agreed or agreed (Figure 21). As discussed above, this response may too be related to the current economic recession.

**Figure 21.**

*The fact finder should give more weight to current economic conditions rather than the prior history of settlements.*



**Figure 21. Superintendents' Perceptions of Whether the Fact Finder Should Give More Weight to Current Economic Conditions**

### **Superintendent Recommendations**

The final, open-ended survey question provided an opportunity for superintendents to provide recommendations for changes to the Taylor Law. Fifty eight percent of respondent superintendents provided recommendations. Table 22 below summarizes superintendent

recommendations grouped in three categories: (1) recommendations regarding the Triborough Amendment, (2) recommendations relating to teacher compensation during periods of impasse, and (3) recommendations regarding the impasse procedures under the Taylor Law. Many respondent superintendents made more than one recommendation for change.

**Table 22-a.**

***Summary of Superintendent Recommendations for Change to the Impasse Procedures under the Taylor Law – Grouped by Three Categories***

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**Category 1:**

**85% of Superintendents making recommendations, Made Recommendations Regarding the Triborough Amendment**

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75% of Superintendents recommended:	<p>(1) The Governor and legislature need to repeal the Triborough Amendment, (2) Repeal Triborough Amendment and revert back to Triborough Doctrine, or (3) Modify Triborough to no longer allow salary step increases during impasse.</p> <p><i>These recommendations are strongly supported by quantitative data in the research survey. When specifically asked:</i></p> <ol style="list-style-type: none"> <li>1. 97.6 percent of superintendents strongly agreed or agreed that the Triborough Amendment as it relates to salary or wage increases should be changed.</li> <li>2. 92.9 percent of superintendents strongly agreed or agreed that the Triborough Amendment's continuation of all terms of the expired agreement prolonged the period of impasse.</li> </ol>
10% of Superintendents perceive:	<p>Triborough Amendment results in an imbalance of power at the bargaining table or an unfair advantage to the union due to salary advancement during impasse and gives no incentive for unions to settle.</p>

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**Table 22-b.**

***Summary of Superintendent Recommendations for Change to the Impasse Procedures under the Taylor Law – Grouped by Three Categories***

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**Category 2:**

**35% specifically made recommendations relating to teacher compensation during periods of impasse.**

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25% of Superintendents recommended:	<p>Teacher salaries should be frozen at the salary level at the time of impasse and until a settlement is reached.</p> <p><i>This recommendation is strongly supported by quantitative data in the research survey. When specifically asked, 97.6 percent of superintendents strongly agreed or agreed that the Triborough Amendment as it relates to salary or wage increases should be changed.</i></p>
2.5% of Superintendents recommended:	<p>Any increases in fringe benefits, such as health insurance or retirement contributions, should be shared equally during period of impasse to provide incentive to settle.</p>
2.5% of Superintendents recommended:	<p>The total cost of salary and benefits should be frozen at impasse as a total pool of money that does not increase until a settlement is reached.</p>

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**Table 22-c.**

*Summary of Superintendent Recommendations for Change to the Impasse Procedures under the Taylor Law – Grouped by Three Categories*

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**Category 3:**

**35% made perceptive comments or recommendations regarding impasse procedures under the Taylor Law.**

7.5% of Superintendents perceive:	PERB Mediators are not objective, lean towards unions, or are not a friend to management
5% of Superintendents believed:	Details of mediation should be made public as teachers within the union were not even aware of the districts offers that were turned down by the union
5% of Superintendents recommended:	<p>The final step of PERB intervention should be binding on the parties.</p> <p><i>This recommendation is supplemented by quantitative data in the research survey. When specifically asked:</i></p> <ol style="list-style-type: none"><li><i>1. Whether mediation should be binding, 48.8 percent of respondents disagreed or strongly disagreed, 32.6 percent agree or strongly agreed, and 18.6 percent were unsure.</i></li><li><i>2. Whether the fact finder's recommendation should be binding, 44.2 percent agreed or strongly agreed, 37.2 percent disagreed or strongly disagreed, and 18.6 percent were unsure. These data suggest a lack of agreement.</i></li><li><i>3. Whether the super conciliator's recommendation should be binding, 45.3 percent strongly agreed or agreed, 28.6 percent were not sure, and 26.2 percent disagreed or strongly disagreed.</i></li></ol>
5% of Superintendents recommended:	<p>Monetary penalties should be imposed for not bargaining in good faith, for example: intentionally prolonging negotiations.</p> <p><i>This recommendation by superintendents is supported by quantitative data in the research survey. When specifically asked whether a monetary penalty should be imposed by PERB should the agency determine a party to negotiations stalled or intentionally prolonged negotiations during impasse, 63.4 percent of superintendents strongly agreed or agreed.</i></p>
2.5% of Superintendents recommended:	<p>Fact finders should consider economic conditions and the district's ability to pay, not just the history of past settlements in the district.</p> <p><i>This superintendent recommendation is strongly supported by quantitative data in the research survey. When specifically asked whether the PERB-appointed fact finder should give more weight to the current economic conditions rather than the prior history of settlements, nearly all (97.6%) strongly agreed or agreed.</i></p>
2.5% of Superintendents recommend:	<p>Deadlines should be built into stages of impasse to move the process forward in a more-timely manner.</p> <p><i>This recommendation is strongly supported by quantitative data in the research survey. When specifically asked whether time limits should be built into the impasse procedures under the Taylor Law to prevent either party from excessively prolonging the period of impasse, nearly all (90.5%) of responding superintendents strongly agreed or agreed.</i></p>
2.5% of Superintendents recommend:	<p>Going to impasse sooner rather than later takes the Superintendent away from the equation, allows an outside party to provide clarity and impartiality to the process, and results in more positive labor relations</p>

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**Table 22a-c. Summary of Superintendent Recommendations for Change to the Impasse Procedures under the Taylor Law – Grouped by Three Categories**



Superintendents perceptions and recommendations for change to the impasse procedures under the Taylor Law were numbered in the order captured by Survey Monkey and do not correspond to a particular superintendent's district, name, or identity. Some comments were similar in nature; thus, not all were shared or shared in full.

***Recommended Changes to Mediation, Fact Finding or Super Conciliation***

Over one-third of superintendents (35 percent), when given the opportunity, provided specific comments relating to the impasse procedures overseen by PERB in an attempt to bring the parties to a voluntary settlement during impasse. Representatives identified by each party serve as a negotiations team and participate in mediation with the PERB-assigned mediator in a closed session environment. The sessions are open only to representatives of the two parties and closed to the public. The general union membership is not privy to proposals presented by the parties unless shared by the union representatives. Five percent of superintendents who provided recommendations believed that following mediation the details should be made public.

Superintendent 1 stated:

All components of the proposed agreement and the stance of both parties should be public at mediation. The most troublesome awareness of the last negotiation is that the majority of teachers had no information about what the district had proposed, what the union had rejected, and why.

This recommendation is limited to a small percentage of the population. It is impossible to know how many superintendents would agree with this recommendation. Others may not want negotiations details available to the general public and media.

Other superintendents (7.5 percent) perceived bias in favor of the teacher unions on the part of the PERB mediators. Superintendent 9 recommended, "Since the PERB mediator has to

be approved by both the union and the district, I feel that the mediators have a tendency to lean towards the union's demands. I feel that the PERB mediator should be automatically chosen.”

Another superintendent echoes this concern in a different way, “The procedures need to change, but in a much more fundamental way. This is really the Public EMPLOYEE Relations Board. Mediators need to be severed from such a public interest in order to be objective.”

(Superintendent 7).

Superintendent 16 suggests going to impasse sooner rather than later to prevent prolonged negotiations. He or she stated:

I have always gone to impasse (sooner rather than later) and have never gone to fact finding. Perhaps the rapidity in which I declare impasse improves the outcomes rather than prolonged negotiations. The mediator takes me away from the table in a sense and adds a dimension of clarity and impartiality. Bottom line, I'm pretty quick to declare impasse and have always had positive labor relations.

Intervention by a mediator, fact finder, or conciliator may provide a buffering effect by allowing an independent third party to recommend a settlement that may be a compromise position that neither party could formally agree to for economic, intraorganizational, or political reasons. A recommendation from an independent, neutral outside party may be more palatable to the parties. The compromise, if accepted, can serve as a purposeful, tactical move to give the parties an opportunity to preserve their reputations and dignity with constituents while achieving the short-term goal of a settlement. (Najita and Stern, 2001, p. 178).

Najita and Stern (2001) also identified a significant shift away from fact finding usage to mediation in New York State. “For such occupations as teachers in New York State, its utility in resolving disputes would appear to be in decline.” (p. 178-179).

Other superintendent recommendations to change to the impasse procedures included making the final step of PERB intervention binding on the parties, allowing PERB to assess monetary penalties on parties for not bargaining in good faith, and building deadlines into the stages of impasse or to the total impasse process to move the process forward in a timelier manner.

### ***Triborough Amendment and Balance of Power at the Negotiating Table***

Ten percent of superintendent recommendations related to the Triborough Amendment to the Taylor Law and the perception the Triborough Amendment tips the balance of power at the negotiating table in favor of the unions. These superintendents perceive a connection to the current economic climate. Superintendent 3 stated, “Triborough Amendment is no longer effective in balancing the power at the table. Severe economic conditions have changed everything. The union has no incentive to settle when they get step increments and don't have to make any concessions.”

Thirty-five percent of superintendents who shared recommendations related the suggestions to teacher compensation during periods of impasse. Several superintendents connected the current economic crisis with the imbalance they believe results from the Triborough Amendment’s protection: teachers continuing to receive salary step and lane increases during impasse yet do not have to increase contributions to rising retirement, health insurance, and other fringe benefit contributions. Superintendent 15 noted:

The economic conditions that most New York schools find themselves in warrant the need to get the board's offer onto the table to be dealt with realistically. This isn't the case now. NYSUT rejects anything that includes concessions no matter what the economic

condition of the district; this kind of one-sided power forces boards to compromise educational programs.

Superintendent 8 credits the Triborough Amendment with tying the district's hands during negotiations, asserting:

There is little incentive for a union to negotiate if they believe that they will continue to receive better benefits under their current contract. For most districts, there is a need to increase employee contributions for health care, for example. If the union recognizes that their health care benefits will remain at a higher level under a current contract, there is a tendency to stall the process to enable union members to retain this higher benefit for a longer period of time.

### ***Recommendations for Changes to the Taylor Law and Triborough Amendment***

Seventy-five percent of superintendents who took the opportunity to make recommendations for change felt the Triborough Amendment should be changed from its current state. These recommendations ranged from the repealing Triborough Amendment, to repealing the Triborough Amendment and reverting back to the Triborough Doctrine, and finally to modify the Triborough Amendment to no longer allow salary step increases during impasse but leaving other benefit protections in place. The latter recommendation would also be accomplished by reverting back to the Triborough Doctrine.

There were some innovative recommendations for how the impasse provisions under the Taylor Law could be modified. Superintendent 2 recommended, "Rather than the terms of the contract continuing unchanged indefinitely, the total compensation paid to the union should be maintained: e.g. if payroll and benefits total \$75,000,000, then total payroll and benefits should not be allowed to increase beyond that during impasse." Another superintendent recommended

another compromise to the current protection provided by the Triborough Amendment's continuation of all terms and conditions of employment. "Modification of Triborough is the only true way to move parties to completion. For example, if both parties were equally responsible for increased health care costs once a contract had expires, you would see a quicker resolution." (Superintendent 17).

Another superintendent suggested freezing teacher salaries at impasse, but building in a penalty which could be imposed by PERB on districts if the offer is deemed unfair.

Superintendent 12 recommends:

If all salary items are frozen at the level of the last negotiated agreement, the teachers will not realize salary benefits without a new negotiated agreement. Should a PERB mediator determine that a district is too harsh or unfair with respect to negotiations proposals, perhaps an amended Triborough Amendment could provide a mediator with the power to allow step increases during impasse should they exist in the teachers' contract. This might provide an alternative means of resolution which could allow legislators to support a change to the Triborough Amendment.

Another alternative to repealing the Triborough Amendment was suggested by Superintendent 21 who advises:

Building in deadlines for the various stages would help move the process forward in a timely manner. Monetary penalties should be imposed upon parties if they do not bargain in good faith. Should all other interventions fail along the way, super conciliation should be binding – not a recommendation.

One superintendent recommendation to offset the current non-binding recommendations by the mediator, fact finder, and super conciliator in the progressive stages of impasse under the Taylor

Law, would be to allow the district to impose its last best offer after all these attempts to settle failed. (Superintendent 15).

Superintendent 19 recommends, “Repealing the Triborough Amendment (1982) and reverting back to the Triborough Doctrine (1972) is a sensible way to balance the negotiations equation and provide unions with incentive to negotiate.” Another superintendent made a statement that was echoed by many. Superintendent 20 recommended:

The Triborough Amendment should be repealed. It gives no incentive for the teachers' union to continue to negotiate. The NYSUT playbook seems to be, keep asking for the moon, go to impasse, and take what the mediator offers. This is not good-faith bargaining, but it is legal under the current provisions of the Taylor Law. The Taylor Law does not totally need to be repealed, but changing certain provisions like mediation and Triborough should be a top priority.

### ***Intervention by Policymakers: The Legislature and Governor***

Making changes to the Taylor Law would require a change at the New York State policy level. New York State legislators, both the Senate and Assembly, would need to propose such changes and the Governor would need to support the changes as well. There was a consistent theme within those commenting on next steps that it is time for the Governor and Legislature to change the impasse procedures within the Taylor Law. Seventy-five percent of superintendents who provided recommendations supported intervention by policymakers. Superintendent 4 advises, “The legislature and the Governor need to take action on this issue for the benefit of school districts, taxpayers, and the kids. Dragging out negotiations does not benefit anyone except the teachers.” Another stated, “The Governor and the legislators need to repeal

Triborough. If they went back to the Triborough Doctrine, teachers would not lose mandatory subjects of bargaining and would have an incentive to bargain in good faith.” (Superintendent 3).

Superintendent 10 recognized the difficulty in hundreds of school districts attempting to individually negotiate change in the current economic climate without state mandated changes being imposed by New York State policymakers:

It would be beneficial if the Governor and Legislature would stop the rhetoric and have the courage to actually take action on the things that would affect budgets most: TRS [Teachers Retirement System] / ERS [Employees Retirement System], Triborough, mandating regional negotiations and statewide health insurance benefits, and finally changing the school funding formula and the way that schools are funded. As long as there are over 500 districts individually negotiating, individual districts will be put at risk based upon their dependence on state [school] aid and how much the community can afford in terms of school budgets and property tax.

### **Statistical Analysis of Survey Data**

Survey data collected through Survey Monkey were uploaded to SPSS, v. 20 (2011). This statistical software was utilized to perform bivariate correlation coefficient statistics to measure the strength of the relationship between the two variables mathematically (Vogt, 2011). Spearman Correlation Coefficient ( $\rho$ ) was performed. This nonparametric measure of correlation was used to assess the magnitude and direction of association between two variables and the significance of their relationship. This procedure was selected since it allows a relationship between variables to be made without the researcher making assumptions about the nature of the relationship between them. The stronger relationships then allowed the researcher to make more accurate predictions about results.

### ***Efficacy of the Taylor Law***

Over 95 percent of superintendents disagreed with leaving the impasse procedures under the Taylor Law unchanged. This result coupled with a multitude of recommendations for change to the Taylor Law suggests superintendents do not find the impasse procedures under the Taylor Law effective in its current state. To further examine superintendents' perceptions of the efficacy of the Taylor Law, the strength of correlation between no changes should be made to the Taylor Law and superintendents' perceptions of whether the impasse procedures promoted resolution of impasse by the parties on their own was measured. There was a significant positive correlation between the two as indicated by  $r = .462$ ,  $p \leq .05$  (two-tailed). These data support the conclusion that the Taylor Law should be changed as it does not promote resolution of the impasse by the parties on their own. These data suggest the impasse procedures under the Taylor Law promote dependence on an outside party for resolution, rather than affecting a resolution by the parties on their own.

### ***Effect of the Triborough Amendment on Impasse***

Data results relating to the effect of the Triborough Amendment on Impasse was examined to determine whether there was a correlation between variables, and, if so, what the effect was and how strong. The strength of correlation between superintendents' perceptions of whether the Triborough Amendment's continuation of all terms of the expired agreement prolonged the period of impasse and their perceptions of whether the Triborough Amendment as it relates to wages should be changed. The results were statistically significant ( $r = .336$ ,  $p \leq .032$  (two-tailed)). These data indicate superintendents believe the Triborough Amendment as it relates to wages and salary should be changed as it prolongs periods of impasse. There was a positive correlation between districts with a teacher salary schedule and superintendents'



perceptions that the Triborough Amendment prolonged the period of impasse as indicated by  $r = .199, p \leq .212$  (two-tailed). Similarly, there was a positive correlation between districts with a teacher salary schedule and superintendents' perceptions that the Triborough Amendment as it relates to continuation of salary and wage increases during impasse should be changed as indicated by  $r = .209, p \leq .189$  (two-tailed). These strong positive correlations indicate superintendents of districts with teacher salary schedules believe the Triborough Amendment prolonged the impasse and the Triborough Amendment as it relates to the continuation of wage and salary increased during impasse should be changed by policymakers.

### ***Relationships between Union-Administration during Impasse***

To measure whether a correlation existed between the length of time at impasse and the relationship between union and district leaders during impasse, the researcher performed correlation coefficient statistics. A positive relationship was found. The researcher then measured the strength of the correlation using Spearman rho. There was a significant positive correlation between length of time at impasse and superintendents' perceptions of the effect of impasse on relationships between union and administrative leaders as indicated by  $r = .469, p \leq .002$  (two-tailed). Beyond one year, none of the superintendents perceived impasse to support a positive relationship between the union and district leaders. At two years or longer at impasse, all of the superintendents perceived impasse to have a highly negative effect on the relationship between union and district leaders. These data suggest the longer the impasse, the more negative effect on the relationship between union and district leaders.

There was a significant positive correlation between length of time at impasse and superintendents' perceptions of the effect of impasse on collaboration between union and district leaders as indicated by  $r = .308, p \leq .05$  (two-tailed). While not as significant, a positive

correlation was also found between length of time at impasse and superintendents' perceptions of the effect of impasse on the ability to gain a better understanding of each other's concerns, as indicated by  $r = .132$ ,  $p \leq .348$  (two-tailed).

### ***School Climate***

The strength of correlation between length of time at impasse and superintendents' perceptions of the effect of impasse on school climate for teachers was measured. There was a significant positive correlation between length of time at impasse and superintendents' perceptions of the effect of impasse on school climate for teachers as indicated by  $r = .302$ ,  $p = \leq .055$  (two-tailed); and the effect of impasse on school climate for teachers over as the impasse lengthened as indicated by  $r = .271$ ,  $p \leq .091$  (two-tailed). None of the respondents indicated that impasse had positive or highly positive effect on school climate for teachers. This finding indicates that superintendents perceive impasse to have a neutral to negative effect on school climate for teachers. While not significant, positive correlations did exist between length of time at impasse and superintendents' perceptions of the effect of impasse on school climate for parents and students.

### **Summary**

The survey instrument collected and analyzed data from the respondent superintendents on their perceptions of the efficacy of impasse procedures within the Taylor Law relating to impasse in teacher negotiations, the effect of the Triborough Amendment to the Taylor Law on settling labor disputes with teachers, how impasse in teacher negotiations effects the relationship between the union and administration, and how impasse in teacher contract negotiations effects school climate for students, parents, and teachers. At the end of the survey instrument,

superintendents were given the opportunity to make recommendations for change to the impasse procedures within the Taylor Law.

Over 95 percent of superintendents disagreed with leaving the impasse procedures under the Taylor Law intact. These results, along with superintendent recommendations for changes to the Taylor Law, overwhelmingly demonstrate superintendents who have experienced impasse in teacher contract negotiations in the past 10 years do not find the Taylor Law to be effective in its present form.

This research data indicate superintendents conclusively perceive the Triborough Amendment to have a negative effect on settling teacher contract negotiations. Superintendents overwhelmingly indicate the Triborough Amendment prolongs periods of impasse in teacher contract negotiations due to the continuation of all terms and conditions of employment, including salary step and lane advancement for teachers, for an indefinite period of time. These quantitative data were supported by qualitative data in the form of recommendations for change to the Taylor Law made by respondent superintendents.

These data are supported by the 2012 survey of New York State public school superintendents regarding financial matters, budget concerns for their districts, and new directions New York state policy could take to help schools raise student achievement. Seventy-three percent of respondent superintendents selected amending the Triborough Amendment as their number one priority for a policy change that could bring about fiscal savings and mandate relief. Superintendents believed amending the Triborough Amendment would be pivotal reform in creating a more equal balance at the negotiations table. (NYSCOSS, 2012).

Data from this research shows two-thirds of respondent superintendents who had experienced impasse believed the deadlock in negotiations produced a negative to highly

negative relationship between leaders of the two parties. Sixty percent of superintendents indicated the period of impasse did not serve as an opportunity for the union and administration to gain a better understanding of each other's concerns. Similarly, 42.9 percent of superintendents reported collaboration between the union and district leaders during impasse did not change and 38.1 percent reported it decreased or significantly decreased. This research clearly indicates impasse in teacher contract negotiations has a negative effect on the relationship between union and district leaders.

Superintendents provided data on the impact of impasse on school climate during impasse, as impasse lengthened, and following impasse when settlement was reached by the parties. The most significant impact on school climate during impasse was identified for teachers. Superintendents reported 73.1 percent of teachers negatively or highly negatively affected by impasse and 26.8 percent unchanged; as impasse lengthened, 77.5 percent saw a decline or significant decline in school climate for teachers. There was no reported change in school climate for students as the impasse lengthened; however, parents saw a slightly higher decline as the impasse lengthened.

The data show once the teachers' contract impasse was settled, school climate returned to normal for the majority of students, parents, and teachers; 77.8 percent, 69.4 percent, and 48.6 percent respectively. The remainder of each of the groups saw more improvement or significant improvement following settlement, than decline or significant decline.

Recommendations from superintendents provided a wide range of changes for policymakers to consider. A predominant recommendation from superintendents was to repeal the Triborough Amendment and revert back to the Triborough Doctrine as a means to balance the power at the negotiations table, to provide unions with the incentive to negotiate, and shorten

the length of periods of impasse. Reverting back to the Triborough Doctrine would remove the continuation of automatic salary step and lane increases that have in effect prolonged periods of impasse especially during times of economic difficulty. The New York State Council of School Superintendents “advocates eliminating the guarantee of step increases but leaving benefit protections in place when a collective bargaining agreement expires.” (NYSCOSS, 2012, p. 30).

Respondent superintendents in this research strongly recommend New York State policymakers, specifically the legislators and Governor, intervene to change the impasse procedures under the Taylor Law by repealing or modifying the Triborough Amendment.

## **Chapter V: Summary of Findings, Recommendations, and Conclusions**

### **Introduction**

This chapter summarizes the quantitative findings from Chapter IV, compares the results to literature, presents implications and conclusions, and makes recommendations for future study.

### **Summary of the Study**

The purpose of this quantitative and qualitative research was to investigate New York State public school superintendents' perceptions of the efficacy of impasse procedures within the Taylor Law, including the Triborough Amendment, to study their perceptions of the nature of the relationship between union and district leaders during impasse, and to examine their perceptions of the impact of impasse on school climate for students, parents, and teachers. Superintendents also recommended changes to the impasse procedures within New York State's Taylor Law. A review of literature revealed no scholarly research had been conducted on the efficacy of the impasse procedures within the New York State Taylor Law, thus, not enough was known about the topic.

The following five research questions guided the study and served as the center of the data analysis:

1. What are New York State public school superintendents' perceptions of the efficacy of impasse procedures within the Taylor Law relating to public school employees?
2. What are New York State public school superintendents' perceptions of the effect of the Triborough Amendment to the Taylor Law on settling labor disputes with teachers?
3. What are New York State public school superintendents' perceptions of how impasse in teacher negotiations affects the relationship between union and administration?

4. What are New York State public school superintendents' perceptions of how impasse in teacher contract negotiations affects school climate for students, parents, and teachers?
5. Do New York State public school superintendents believe changes should be made to the impasse procedures within the Taylor Law and, if so, what changes do they recommend?

The objective of this research was to provide scholarly research to inform New York State public school employee union and public school district leaders, as well as, New York State policymakers on the issues relating to the efficacy of the Taylor Law and the effect of impasse on school climate. This research is expected to help superintendents and union leaders facing impasse in teacher contract negotiations to gain a greater understanding of the effect of impasse on the relationship between union and district leaders and the effect of impasse on school climate for students, parents, and teachers. The National School Climate Center (2012) advised that “a sustainable, positive school climate fosters youth development and learning necessary for a productive, contributing, and satisfying life in a democratic society.”

This research is also expected to help inform New York State policymakers, from legislators to the Governor, of the effect of impasse on public employment labor relations; how impasse effects the relationship between union and district leaders; how impasse effects school climate for students, parents, and teachers; and, finally, to provide recommendations from New York State public school superintendent who have experienced impasse in teacher contract negotiations during the past ten years on changes that could be made to the Taylor Law which defines the rights and limitations of unions and collective bargaining for public employees.

The Public Employment Relations Board (PERB) oversees administration of the Taylor Law in New York State. The Taylor Law outlines progressive procedures for the resolution of disputes in labor negotiations when an impasse exists in achieving an agreement. Public school

districts and employees have the following progressive interventions available to them under the Taylor Law in attempting to reach an agreement: (1) mediation to help effect a voluntary resolution of the dispute, (2) appointment of a fact finder who shall make recommendations for voluntary dispute resolution, and (3) should the impasse persists PERB may provide such assistance as may be appropriate such as continued, advanced later-stage voluntary mediation through a super conciliator who shall have the power to make recommendations for resolution. (N.Y.S. Civil Service Law, Article 14, §209, 1.-3). For New York State public school employers and employees, these progressive procedures are non-binding. Since there are no time limits established within the statute, the period of impasse can go on indefinitely without resolution.

In the 1972 Triborough Bridge and Tunnel Authority decision, PERB interpreted the Taylor Law to prohibit employers from unilaterally changing terms and conditions of employment when a labor agreement expired and throughout the period of negotiating a successor agreement. This case law became known as the Triborough Doctrine (Triborough Bridge & Tunnel Auth., 5 PERB ¶ 3037, 1972). The Triborough Doctrine did not, however, protect all contract provisions during impasse. It only dealt with mandatory subjects of collective bargaining, such as working hours and salary. Salary schedules and salary increments for longevity were excluded among other non-mandatory subjects of bargaining. Under the Triborough Doctrine, public employers were able to alter contract provisions that dealt with permissive subjects of collective bargaining during periods of impasse.

In 1982, the legislature enacted the Triborough Amendment which was strongly supported by public labor unions (N.Y.S. Civil Service Law, Article 14, §209-a(1)e) as a balance to the no strike provision under the Taylor Law. The Triborough Amendment expanded the



original Triborough Doctrine to include continuation of all the terms of an expired agreement for an indefinite period of time while a successor agreement was being negotiated unless the union violated the no-strike provision.

Teacher salary increases are outlined in their respective collective bargaining agreements. Under the Triborough Amendment, salary step increments based on a teacher's longevity are continued during periods of impasse. In districts with a salary schedule, teachers advance vertically on salary schedules by steps from year to year for completing each specified period of service, typically one year, and horizontally from column to column, or lane to lane, for completion of college coursework or degrees as outlined in the particular labor contract.

As a result of this continuation of all terms and conditions of employment guaranteed under the Triborough Amendment, there is little financial incentive for public employees to settle contract disputes during difficult economic times. During periods of impasse, union members continue to receive salary step and lane increments and are not required to contribute higher percentages towards the rising cost of benefits such as retirement and health insurance.

The impasse procedures under the New York State Taylor Law that govern collective bargaining for public school employers and teachers have not been substantially changed for the past 30 years. The 1982 Triborough Amendment was strongly supported by public labor unions (N.Y. Civil Service Law, Article 14, §209-a(1)e) and was seen as a balance to the no strike provision under the Taylor Law. The Triborough Amendment expanded the original Triborough Doctrine to include continuation of all the terms of an expired agreement for an indefinite period of time while a successor agreement was being negotiated unless the union violated the no-strike provision. This amendment was intended to serve as a deterrent to public employees striking.

Though the Triborough Amendment was intended to prevent strikes and restore some balance in power between public employee unions and public employers so that a natural give and take would occur during contract negotiations, New York State public school superintendents perceive that recent severe economic conditions have tipped the balance of power back in favor of public employee unions as employees are not required to make concessions and impasse can go on indefinitely. Over two decades ago, Donovan (1990) stated the Triborough Amendment would maintain the balance of power, with an exception: “Conceivably, the situation could change in a period of severe economic decline like the Great Depression.” (p. 190).

In an ironic turn, the most severe economic decline since the Great Depression began in December 2007. This Great Recession, as economists dubbed it, is said to have been even wider spread than the Great Depression since it hit every State in the country. (Isidore, 2007). In the months and years that followed, New York State public school superintendents perceive the Triborough Amendment’s protections sharply tipped the balance in power at the bargaining table back in favor of unions. Public employee unions are not required to make concessions as all terms and conditions of employment without any loss in benefits remain in effect under the Triborough Amendment during an impasse for an indefinite period of time as no deadlines are built into the progressive stages of impasse intervention under the Taylor Law.

This research also examined superintendents’ perceptions of the effect impasse had on the relationship between union and district leaders and the effect impasse had on school climate for students, parents, and teachers. Boehlert (2001) examined variables that contribute to a positive superintendent-union president relationship and make it easier to establish a school climate necessary to meet the intense school reform initiatives faced by school districts today.

“Since a trusting environment is a key reform element, collective bargaining, or at least the industrial model of collective bargaining, influences reform efforts.” (p. 10). Meredith (2009) concluded that when school culture declines during collective bargaining, “so do relationships and student achievement” (p. 12). System leaders aware of the factors that lead to a positive superintendent-union relationship and lead to a positive school climate, have an opportunity to create and cultivate a positive environment before problems occur. A proactive approach to labor relations would be helpful in light of the school reform efforts faced by educators on both sides of the bargaining table.

The final survey question was open-ended and invited superintendents to make recommendations for changes to the Taylor Law. Since the law was enacted 45 years ago, scholarly research has not been conducted on the efficacy of the impasse procedures for employees of public schools or the impact of impasse on school climate. This research will not only inform policymakers on superintendents’ perceptions of the efficacy of the law, but also on recommended changes to the law.

### **Summary of Findings**

The demographic questions within the survey instrument solicited information about the District in which impasse occurred; specifically size, district type, and resource capacity of the school district. Over half of the districts, or 54.7 percent, were smaller districts with a total student enrollment of 1,999 or less; 36 percent between 2,000 and 4,999. The remainder of districts was 5,000 students or more.

The majority or 55.8 percent of respondent districts were rural schools, followed by 32.6 percent suburban. Rural districts were over represented while suburban districts were under-represented when compared to the percent of districts by district type statewide. Nearly all

districts were PK-12 or K-12 located in either rural or suburban settings. Poverty and resource capacity, as measured by the percent of students eligible for free or reduced meals, was widely spread out from 0-79 percent; however, 70 percent of districts of impasse fell between 20 and 59 percent poverty.

Additional demographic data were collected and analyzed concerning each participant's experience as a superintendent, with teacher negotiations, and with impasse in teacher negotiations within the past 10 years. Data indicate 75.3 percent of respondent superintendents had nine years or less experience as a superintendent; with over half falling in the one to three year (26.7 percent) and four to six year ranges (25.7 percent). Similarly, experience negotiating collective bargaining agreements was very limited. About half (48.1%) of respondents had only negotiated one or two teachers contracts; two thirds (66.4%) three to four.

Data were also collected on the number of times these superintendents had experienced impasse in teacher negotiations. Of those who had served as superintendents during periods of impasse in teacher contract negotiations during the past 10 years, 72.7 percent had on one occasion and 20.5 percent on two occasions. Another 6.8 percent had experienced impasse three or more times during the past 10 years.

This relatively inexperienced superintendent pool was supported by data on the record turnover of public school superintendents in New York State in recent years. This significant turnover has limited the number of superintendents still in public service who would have served in a district during a period of impasse during the past ten years. According to New York State Council of School Superintendents triennial Snapshot report authors, "In the past five years, some 283 of New York's 725-odd superintendents have retired." (Terranova, Fale, Ike, et al.,

2009). This represents a 39-percent turnover of superintendents in the five-year period of 2004-2009.

Email addresses were provided by the New York State Education Department to distribute the letter of invitation to superintendents to participate in this research. The superintendent email addresses initially provided by the New York State Education Department were based upon those New York State public school superintendents in service as of June 30, 2011. When the school year changed on July 1, 2012, a new email database from the State Education Department identified 179 changes in superintendents from the previous year's list. Changes in superintendents may be attributed to extensive retirements, changes from interim superintendents to permanent superintendents, and professional mobility within the field. This represents a 24.4 percent turnover rate in New York State public school superintendents in the one-year period from June 30, 2011, to July 1, 2012. This significant turnover may have affected the superintendent response rate for this research.

The researcher was unable to determine whether the relative inexperience in the pool of Superintendents correlated to the number of incidents of impasse. There are many other factors that could impact the incidents of impasse, such as, experience of the union leadership and the severe economic climate during the past 10 years. This warrants further study.

***Research Question 1:*** What are New York State public school superintendents' perceptions of the efficacy of impasse procedures within the Taylor Law relating to public school employees?

When superintendents were asked whether no changes should be made to the impasse procedures under the Taylor Law; 57.1 percent strongly disagreed and 38.1 percent disagreed for a total of 95.2 percent who stated disagreement with leaving the impasse procedures under the Taylor Law intact. These results, along with superintendent recommendations for changes to

the Taylor Law, suggest overwhelmingly the superintendents who have experienced impasse in teacher contract negotiations in the past 10 years do not find the Taylor Law to be effective in its present form.

**Research Question 2:** What are New York State public school superintendents' perceptions of the effect of the Triborough Amendment to the Taylor Law on settling labor disputes with teachers?

Data relating to the Triborough Amendment's effect on impasse in teacher contract negotiations suggested the broadest agreement among respondents. When asked whether the Triborough Amendment had no effect on impasse in teacher contract negotiations, 78 percent stated disagreement or strong disagreement. Then, when asked whether the Triborough Amendment's continuation of all terms and conditions of employment for union members during impasse prolonged the impasse, 92.9 percent strongly agreed or agreed. These data results indicate superintendents decisively perceive the Triborough Amendment to have a negative effect on settling teacher contract negotiations. Superintendents overwhelmingly indicate the Triborough Amendment prolongs periods of impasse in teacher contract negotiations due to the continuation of all terms and conditions of employment, including salary step advancement for teachers, for an indefinite period of time. The quantitative data were supported by narrative data collected in the form of recommendations for changes to the Taylor Law made by respondent superintendents.

**Research Question 3:** What are New York State public school superintendents' perceptions of how impasse in teacher negotiations affects the relationship between union and administration?

The research data show two-thirds of superintendents who had experienced impasse believed the deadlock in negotiations produced negative to highly negative relationship between

leaders of the two parties. The data support the research of Borstel (2010), Eberts (2007), and Johnson and Kardos (2000) that the industrial style negotiations adopted by educational unions is characterized by conflicting interests and win vs. lose postulating. This outdated, industrial negotiations style is not conducive to developing positive relationships during a labor conflict.

The survey collected data on whether the period of impasse served as an opportunity for the union and administration to gain a better understanding of each other's concerns suggest 60 percent of respondents disagreed or highly disagreed. Similarly, when asked about collaboration between the union and district leaders during impasse, 42.9 percent reported collaboration did not change and 38.1 percent reported it decreased or significantly decreased. The quantitative data indicate that impasse had a negative effect on the relationship between union and district leaders.

Swain (2007) examined the importance of trust as it relates to the relationship between the union president and superintendent during collective bargaining. Swain (2007) and Baker (2001) both concluded that a high-trust culture holds evidence of the following behaviors: communication, collaboration, honesty, integrity, and consistency. To the contrary, Swain (2007) concluded:

Dysfunctional culture leads members to conflict, rather than to cooperation; to distrust rather than trust; and to work against, rather than to build teams and work together (Fairholm, 1994). Trust places an obligation on both the truster and the person in whom we place our trust. It is the foundation of success in any interpersonal relationship. Trust implies being proactive. (p. 40-41)

This research data clearly indicates impasse in teacher contract negotiations, from the perspective of the superintendent, has a negative effect on the relationship between union and district leaders.

**Research Question 4:** What are New York State public school superintendents' perceptions of how impasse in teacher contract negotiations affects school climate for students, parents, and teachers?

From their perspectives superintendents responded that impasse in teacher contract negotiations did not change school climate for students 61 percent of the time; however, 39 percent of the time impasse had a negative or highly negative effect on school climate for students. The data results for parents showed 53.7 percent of responding superintendents perceiving no change in school climate, but 43.9 percent perceiving negative or highly negative climate during impasse for parents. Responding superintendents perceived the most significant impact on school climate during impasse was for teachers. Superintendents perceived 73.1 percent of teachers negatively or highly negatively affected by impasse and 26.8 percent unchanged.

As the period of impasse in teacher contract negotiations lengthened, research data results reveal that responding superintendents perceive those most affected by a decline in school climate to be teachers with 77.5 percent perceived to experience a decline or significant decline in school climate. Superintendents perceived no change in school climate for students as the impasse lengthened; however, parents were perceived to experience a slightly higher decline as the impasse lengthened.

The data show once the teachers' contract impasse was settled superintendents perceived school climate returned to normal for the majority of students, parents, and teachers; 77.8



percent, 69.4 percent, and 48.6 percent respectively. Superintendents perceived the remainder of each of the groups to improve or significantly improve following settlement, rather than decline or significantly decline.

**Research Question 5:** Do New York State public school superintendents believe changes should be made to the impasse procedures within the Taylor Law and, if so, what changes do they recommend?

The final research question invited New York State public school superintendents to make recommendations for changes to the impasse procedures within the Taylor Law relating to public school teachers. Recommendations from superintendents provided a wide range of changes for policymakers to consider. Forty-eight percent of respondent superintendents provided perceptual comments or made recommendations for changes to the impasse procedures under the Taylor Law when given the opportunity to do so; many made multiple recommendations.

Eighty-five percent of superintendents who provided recommendations proposed changes to the Taylor Law in relation to the Triborough Amendment. Seventy-five percent recommended the Governor and legislature repeal the Triborough Amendment and revert back to the Triborough Doctrine. Another 10 percent of superintendents specifically believed the Triborough Amendment results in an imbalance of power at the negotiations table and provided no incentive for unions to settle the impasse since teachers continued to receive salary step increment advances during impasse.

Reverting back to the Triborough Doctrine would remove the continuation of automatic salary step and lane increases that have in effect prolonged periods of impasse especially during times of economic difficulty. Twenty-five percent of superintendents recommended that teacher salaries and/or benefits be frozen at the time of impasse without specifically tying this

recommendation to the Triborough Amendment. Five percent of superintendents recommended any increases in fringe benefits, such as health insurance or retirement contributions, should be equally shared by the district and the teachers during periods of impasse to provide an incentive to settle sooner. Another superintendent recommended the total cost of salary and fringe benefits should be frozen at the time of impasse as a pool of money; no more, no less.

Thirty-five percent of superintendent made recommendations regarding impasse procedures under the Taylor Law. Seven and a half percent of superintendents believed the PERB-appointed mediators are not objective, lean in favor of unions, or are not a friend to management. Five percent of superintendents recommended details of mediation should be made public as teachers within the union were not even aware of the district's offers that had been turned down by the union. If details of mediation were made public it could be detrimental to either party depending upon how the media portrayed the information. Another five percent of superintendents believed the final step of the PERB intervention should be binding on the parties rather than recommendations that either party could accept or reject. Monetary penalties for not bargaining in good faith were recommended by another five percent of responding superintendents. One superintendent recommended the fact finder should consider economic conditions and the district's ability to pay, not just the history of past settlements in the district. Another superintendent recommended deadlines be built into the stages of impasse to move the process forward in a more timely manner.

## **Conclusions and Implications**

### ***Implications for Policymakers***

New York State public school superintendents' who have experienced impasse in teacher contract negotiations on one or more occasion in the past 10 years perceive the impasse

procedures within the Taylor Law relating to public school teachers to no longer be effective. The overwhelming majority, or 95.2 percent, of respondent superintendents state the impasse procedures within the 45 year old Taylor Law pertaining to public school districts and teachers should be changed. Changes to the Taylor Law can only be made by New York State policymakers. The researcher strongly recommends New York State policymakers implement changes to the Taylor Law to remove the Triborough Amendment's protection of continued salary step or lane advancement during periods of impasse provided to teachers and other public school personnel. The Triborough Amendment is no longer effective in balancing the power at the negotiations table as supported by this research, prolongs periods of impasse, and causes a financial hardship to school districts in the time of unprecedented economic decline.

Superintendents consistently stated the Triborough Amendment to the Taylor Law, enacted 30 years ago, needs to be modified or repealed. In particular, superintendents perceived the continuation of all terms and conditions of employment, whether mandatory or non-mandatory subjects of bargaining, during periods of impasse for school employees was detrimental and steeply tipped the power at the negotiating table in the favor of unions. Union members continue to receive salary step and lane increases during impasse under the Triborough Amendment and are not required to increase contributions to escalating health or retirement contributions. Severe economic times may exacerbate this phenomenon with periods of impasse that may carry on indefinitely.

New York State policymakers should repeal the 1982 Triborough Amendment and revert back to the 1972 Triborough Doctrine. This potential remedy would freeze teacher salaries until a settlement was reached by the parties. The Triborough Doctrine would allow for continuation of mandatory subjects of collective bargaining and would provide essential protection to public

school teachers during impasse. Salary schedules and salary increments for longevity, along with other non-mandatory subjects of bargaining, were excluded under the Triborough Doctrine. Reverting to the Triborough Doctrine would once again restore the balance the power between public employee unions and public employers at the negotiating table and would provide unions with more of an incentive to negotiate in good faith.

For teachers' unions and school districts, none of the progressive interventions intended to assist the parties in reaching a voluntary settlement under the Taylor Law from mediation, to fact finding, and, finally, continued advanced mediation via a super conciliation is binding. The interventions end in voluntary recommendations. These non-binding recommendations do not promote settlement, especially during periods of severe economic climate. This research suggests the Taylor Law should be altered to make a final stage of intervention that is binding upon the parties. An impending, binding decision would motivate both parties to negotiate more efficiently and effectively. The stages of impasse for teachers' unions and school districts under the Taylor Law currently have no time limits imposed between interventions or overall for the entire process. Other States have built in time limits between the various stages of impasse intervention. Modifying the Taylor Law to impose compulsory time limits of no more than 30 days before the parties automatically advance to the next stage would be beneficial. The 30 days could be extended by mutual agreement by the parties.

By adding time limits to the impasse procedures under the Taylor Law, the overall period of impasse would be shortened, the process would not stall at any particular stage, and both parties would reduce the time and resources committed to impasse that could be used to support teaching and learning. The time and resources devoted to impasse by both parties would be better spent devoted to school reform initiatives aimed at instructional excellence and advancing

student achievement. This research demonstrates that preventing or shortening the length of impasse would have a positive effect on the relationships between union and district leaders, would support collaboration between the parties, and would improve student climate for students, parents, and teachers.

The researcher highly recommends policymakers modify the impasse procedures under the Taylor Law to include a maximum period of impasse be established no more than 180 calendar days from the declaration of impasse. Should the parties not reach a voluntary agreement within 180 days, PERB should be empowered to impose the settlement based upon the last best offer. Mandated deadlines would move the impasse process forward in a timelier manner and would encourage the parties to more seriously consider each other's proposals.

New York State teachers unions heavily lobby the Governor and legislators to pressure policymakers to leave the Triborough Amendment intact. Policymakers need to take action to repeal the Triborough Amendment as an act to protect teachers, parents, and students from lengthy periods of impasse that negatively affect the climate of public school districts. This research shows superintendents perceive those most adversely affected by deterioration of school climate during impasse are, in fact, teachers, followed by students, and then parents. As the period of impasse lengthens, the school climate continues to decline for parties within the school. By modifying or repealing the Triborough Amendment, policymakers would be taking action to prevent impasse or reduce the length of impasse and to improve the climate in New York State schools for students, parents, and teachers.

### ***Implications for union and district leaders***

The relationship between union leaders and administration can be challenging under normal circumstances. Impasse in teacher contract negotiations has a negative effect on the

relationship between union and district leaders. Swain (2007) and Baker (2001) both concluded that a high-trust culture holds evidence of the following behaviors: communication, collaboration, honesty, integrity, and consistency. Data in this research suggest that during impasse in teacher contract negotiations, collaboration and communications that could lead to a better understanding between the parties decline. This may be an indicator of reduced trust between the parties. Meredith (2009) determined that when school culture declines during collective bargaining, “so do relationships and student achievement” (p. 12). In the era of high stakes school accountability and reform initiatives, school administrators and teachers would be wise to heed this advice and avoid impasse when possible.

Superintendents provided perceptual data on school climate for students, parents, and teachers during impasse. This data indicate that responding superintendents perceive school climate to decline as the period of impasse lengthened. Superintendents perceived the most adversely effected during impasse and as impasse lengthened to be teachers. Though teachers unions oppose changes to the Triborough Amendment that could potentially shorted periods of impasse, they are perceived to be the most directly affected by a negative school climate during periods of impasse and lengthy impasse. Students and parents were also negatively affected by a decline in school climate during periods of impasse.

Avoiding impasse and shortening the periods of impasse would also save the unions and public school districts scares resources. These funds could be better spent on teacher and student supplies and materials, additional teaching and support staff, improved teacher salaries, professional development, and support for school reform initiatives.

The quantitative data show once the teachers’ contract impasse was settled, school climate returned to normal for the majority of students, parents, and teachers; 77.8 percent, 69.4

percent, and 48.6 percent respectively. Each group also experienced more improvement or significant improvement following settlement, than decline or significant decline. This evidence clearly supports the avoidance of impasse in teacher contract negotiations when possible to safeguard the school climate for students, parents, and teachers.

### ***Implications for PERB***

Recommendations for change to the Taylor Law made by New York State public school superintendents who have experienced impasse in teacher contract negotiations during the past 10 years represented a wide array of suggestions. Superintendents consistently and overwhelmingly stated the Triborough Amendment to the Taylor Law, enacted 30 years ago, needs to be altered or repealed. The Triborough Amendment was seen to lengthen the period of impasse. Prolonged impasse had a more negative effect on school climate. Negative school climate is a deterrent to school reform efforts. Without school reforms, student achievement will continue to suffer. The cycle negativity continues.

Superintendents recommend the 1982 Triborough Amendment be repealed and to revert back to the 1972 Triborough Doctrine as a means to balance the power at the bargaining table between union and district teams. It would encourage unions to bargain in good faith without intentionally stalling negotiations so that members could continue benefits that would no doubt be better than what they could achieve through negotiations during severe economic periods. This would undoubtedly reduce the number of New York state public school districts declaring impasse and would lighten the number of crisis cases PERB mediators and fact finders would be assigned so they could undertake more preventative work such as: different interest based negotiations (IBN) models, facilitated intensive negotiations (FIN), and joint labor-management committee (LMC) collaborative training.

The impasse interventions for public school employees within the Taylor Law from mediation, to fact finding, and, finally, additional advanced mediation through super conciliation need to have time limits established. The parties to collective bargaining should be required to enter into negotiations six months prior to the expiration of the existing contract. Time limits of no more than 30 days between each impasse intervention stage before being required to advance to the next stage if agreement were not reached would move the process along.

Mediators and fact finders should be required to specify the basis for their recommendations or findings, and should be required to take into consideration, in addition to any other relevant factors, the following: a comparison of wages, hours, and conditions of employment of the teachers and other public employees performing similar services, requiring similar skills, and under similar working conditions in comparable communities; the terms of collective agreements negotiated between the parties in the past, including, but not limited to, the provision of salary and benefits; the financial ability for the school district to pay without implementing reductions in programs, services or personnel to offset the overall cost of the settlement; present and future economic conditions; and any significant changes of circumstances during pendency of arbitration proceedings. Superintendents in this research, by an overwhelming majority of 97.6 percent, strongly agreed or agreed the PERB-appointed fact finder should give more weight to the current economic conditions rather than the prior history of settlements.

The entire resolution process should be no longer than 180 days from declaration of impasse to resolution by the parties. The final stage of impasse, advanced mediation or super conciliation, should be final and binding. This would put additional pressure on the parties to bargain in good faith. Should PERB determine either party intentionally stalled or prolonged



negotiations, PERB should have the ability to impose the other party's last best offer as a remedy and should impose a monetary penalty upon the party responsible for intentionally prolonging the period of impasse.

Perhaps the most important recommendation for PERB would be for the agency to take on a preventive approach, rather than providing assistance on more of a critical basis. Rather than PERB intervening at impasse, it would be more beneficial to New York State public employees and employers if PERB were more actively involved in alternative dispute resolution and preventing impasse before it occurred. This would require the Governor and legislature to appropriate sufficient funding for PERB maintain sufficient staffing levels of agency personnel to oversee intervention and training programs. Public school districts and teachers would benefit by PERB providing collaborative labor training to union and district leaders on alternative models of collective bargaining vs. the traditional adversarial models. This training could be accomplished in conjunction with New York State colleges and universities that offer quality programs in labor relations and collective bargaining or in cooperation with professional organizations such as the American Arbitration Association.

Parties formally trained in different alternative collaborative bargaining models through PERB, could agree to waive the traditional impasse procedures under the Taylor Law for a specified period of time to conduct facilitated intensive negotiations. Should the parties not come to agreement, they could then file a formal declaration of impasse with PERB and follow formal impasse steps under the Taylor Law to settle the labor contract. The researcher believes that PERB spending resources upfront to train and educate those involved in the collective bargaining process would prove to be more effective use of the state's limited resources by reducing the number of cases of impasse.

The 2007-08 through 2009-10 PERB annual reports indicate the PERB Office of Conciliation was regularly involved in providing alternative dispute resolution techniques and labor-management collaborative training during these two years. Alternative dispute resolution techniques reportedly employed include: different interest based negotiations (IBN) models, facilitated intensive negotiations (FIN), and joint labor-management (JLM) training. Prior annual reports do not refer to alternative dispute resolution interventions being employed by PERB with teacher impasses. PERB annual reports were not available beyond 2009-10. New York state budgetary and staffing cuts since the recent recession have left the agency with limited resources. The agency is no longer able to continue to provide alternative dispute resolution services and must focus on more critical needs. The researcher recommends New York State policymakers ensure that PERB has the necessary resources to once again provide preventive services and alternative dispute resolution interventions through trained mediators to public employers including school districts.

***Alternative dispute resolution provisions to consider***

Procedures in other States vary widely depending upon the strength of labor unions from State to State. California statute outlines factors the an arbitration panel must consider in making a recommendation: laws, stipulations, welfare of the public, financial ability of school, the consumer price index, and overall compensation received by employees. Hawaii, for example, requires these same factors be considered, but also adds: present and future economic conditions and changes of circumstances during pendency of arbitration proceedings. Both states' arbitration decision is final and binding. Further research into other state's alternative dispute resolution provisions is recommended.

Results of this research will be shared with New York State policymakers, from the legislators to the Governor, to inform these leaders of the complicated impact of impasse in teacher contract negotiations on labor relations, relationship between union and district leaders, and school climate for students, parents, and teachers.

Several superintendents frankly shared recommendations for the legislators and Governor to have the courage to take action to change the Taylor Law and repeal the Triborough Amendment. NYSUT is a powerful special interest group that lobbies heavily to continue the protections provided to its 600,000 members by the Triborough Amendment. An opportunity exists for policymakers to play an important role in changing the future of labor relations for public employers and employees in New York State by systemically changing the Taylor Law to reduce the number of impasses, shorten the length of labor disputes, and improve the public school educational experience for New York State children.

As one responding superintendent stated, districts are put at risk by the inaction of policymakers to make these changes. The superintendent stated:

It would be beneficial if the governor/legislature would stop the rhetoric and have the courage to actually take action on the things that would affect budgets most – TRS [Teachers Retirement System] / ERS [Employees Retirement System], Triborough, mandating regional negotiations and statewide health insurance benefits, and finally changing the school funding formula and the way that schools are funded. As long as there are over 500 districts individually negotiating, individual districts will be put at risk based upon their dependence on state aid and how much the community can afford in terms of school budgets and property tax. (Superintendent 10).

Another responding superintendent recommended, “The legislature and the Governor need to take action on this issue for the benefit of school districts, taxpayers, and the kids. Dragging out negotiations does not benefit anyone except the teachers.” (Superintendent 4).

Ideally, this research would provide the data to be the catalyst for New York State policymakers to finally reform the impasse procedures for public school employees under the Taylor Law. The researcher believes policymakers and legislative leaders are generally supportive of education and care about New York State teachers and children. This research is clear that Superintendents perceive public school teachers and children to be negatively impacted by impasse in teacher contract negotiations. There is a clear perception by Superintendents that as impasse lengthens, school climate continues to decline. Making the policy changes recommended in this research would benefit public school teachers and children statewide by preventing teacher impasse or shortening periods of impasse in teacher contract negotiations.

This researcher strongly believes that public school teachers need not be distracted by labor disputes at a time when the New York State Board of Regents has enacted a rigorous school reform agenda. Meredith (2009) stated:

Teacher focus must be on student learning rather than ... the relationship of union leaders and administrators during intent to strike conditions. This relationship may monopolize teachers’ time moving their focus from teaching and learning to union activity. It is likely union-administrator relationships during intent to strike conditions permeate into the culture of the school making it difficult for teachers to make relationship building with students a priority. (p. 36-37).

During this period of unprecedented educational policy change in New York State, teachers must remain focused on instructional improvement to implement the New York State Board of

Regents reform agenda, rather than union activities, for the wellbeing of New York State's 2,765,982 public school children. (<http://publicschools12.com/all-schools/ny/>, 2012).

### **Recommendations for Future Research**

The literature review and research findings supports the need to further study how Public Employment Relations Boards in other States preside over public employment law, oversee collective bargaining for public employees, and administer impasse procedures for public school districts and teachers. Public Employment Relations Boards that serve in a proactive, preventive role of preventing impasse in the first place would be of particular interest and worthy of further exploration; rather than those that more narrowly assist the parties to reach agreement following declaration of impasse or in crisis situations. Public Employment Relations Boards that provide training programs for union and public school district leaders on a collaborative or alternative approaches to labor relations would hold great promise for potentially preventing labor disputes that negatively affect relationships, negatively affect school climate, result in increased costs for public school districts and taxpayers in the state, and interfere with the educational process for teachers and student achievement.

The efficacy of collective bargaining models that have evolved beyond the traditional adversarial model of negotiations adopted by many teachers unions to a more collaborative bargaining model, or a problem-solving processes to be utilized by parties, bear investigation, especially in relation to effective practices during severe economic conditions. Researching whether collaborative models are more successful preventing impasse in teacher contract negotiations would be helpful to union and district leaders, public employment relations boards, and policymakers. This important research could help inform union and district leaders of the value and efficacy of a less adversarial, problem-solving process. Within the same area of

further research, data should be collected and analyzed on whether the collaborative bargaining model results in more positive relationships between union and district leaders during impasse and more positive school climate during impasse in teacher contract negotiations.

Replicating this research with union leaders and with Superintendents who have not experienced impasse in teacher contract negotiations during the past 10 years could provide valuable comparative data. Superintendents who have not experienced impasse in teacher contract negotiations could potentially provide valuable insight into successful strategies they have employed to prevent impasse.

Further research on the negotiating experience of superintendents in relation to the number and length of impasse could collect valuable data to identify whether there is a need to more fully develop professional training and support to future superintendents by colleges, universities, professional organizations, and perhaps even the Public Employment Relations Board. The turnover in superintendents in New York State is expected to continue to be considerable over the coming years. Effective superintendent preparation programs and support for newly appointed superintendents will become more imperative for public school districts seeking system leaders. Balancing the responsibility to deliver a quality education within the means taxpayers can afford will continue to be more challenging for future system leaders as the economy struggles to improve. Avoiding and shortening periods of impasse in teacher contract negotiations would help channel scarce funds to children and learning, rather than labor conflicts.

## **Summary**

The primary objective of this research was to gain a greater understanding of New York State public school and BOCES superintendents' perceptions of the efficacy of impasse

procedures within the Taylor Law on settling labor disputes with teachers and the effect of impasse on school climate for students, parents, and teachers.

The Public Employees Fair Employment Act, commonly known as the Taylor Law, refers to Article 14 of the N.Y.S. Civil Service Law, which defines the rights and limitations of unions and collective bargaining for public employees. PERB oversees administration of the Taylor Law in New York State. The Taylor Law also outlines procedures for the resolution of disputes in labor negotiations when an impasse exists in achieving an agreement. In brief, the progressive procedures to be invoked under the Taylor Law for public school districts during periods of impasse include mediation, fact finding, and, finally, mediation by a super conciliator. (N.Y.S. Civil Service Law, Article 14, §209, 1.-3).

For New York State public school employers and employees, these progressive procedures delineated for dispute resolution following declaration of impasse are nonbinding and no time limits exist within the statute. The Triborough Amendment to the Taylor Law ensures continuation of all of the terms and conditions of employment, including salary and benefits, when a labor contract expires and while a successor agreement is being negotiated. Thus, New York state superintendents perceive there is little financial incentive to settle the contract dispute, especially during severe economic times, as public school employees suffer no loss of benefits and continue to receive salary step increments during impasse. The period of impasse can go on for extended periods of time, if not indefinitely.

Superintendents of 733 public schools in New York State and BOCES district superintendents were invited to participate in this research through an on-line survey. One hundred and five superintendents responded. Of these 105 superintendents, the 45 superintendents who had served in districts that have experienced an impasse in teacher contract

negotiations within the past 10 years were identified as the target population and participated in the research.

The survey instrument collected and analyzed data from the 45 respondent superintendents on their perceptions of the efficacy of impasse procedures within the Taylor Law relating to public school employees, the effect of the Triborough Amendment to the Taylor Law on settling labor disputes with teachers, how impasse in teacher negotiations affects the relationship between the union and administration, and how impasse in teacher contract negotiations affects school climate for students, parents, and teachers. At the end of the survey instrument, these superintendents were invited to make open-ended recommendations for changes to the impasse procedures within the Taylor Law relating to public school employees.

Superintendents were asked whether no changes should be made to the impasse procedures under the Taylor Law; 95.2 percent of superintendents stated disagreement with leaving the impasse procedures under the Taylor Law intact. These results, along with superintendent recommendations for changes to the Taylor Law, suggest overwhelmingly superintendents who have experienced impasse in teacher contract negotiations in the past 10 years find the Taylor Law to be ineffective in its present form.

Data relating to the Triborough Amendment's effect on impasse in teacher contract negotiations suggested the broadest agreement among respondent superintendents. When asked whether the Triborough Amendment had no effect on impasse in teacher contract negotiations, 78 percent stated disagreement or strong disagreement. Then, when asked whether the Triborough Amendment's continuation of all terms and conditions of employment for union members during impasse prolonged the impasse, 92.9 percent strongly agreed or agreed. The research data results indicate superintendents decisively perceive the Triborough Amendment to



have a negative effect on settling teacher contract negotiations. Superintendents overwhelmingly perceive the Triborough Amendment prolongs periods of impasse in teacher contract negotiations due to the continuation of all terms and conditions of employment, including salary step advancement for teachers, for an indefinite period of time. The quantitative data were supported by narrative data in the form of recommendations for changes to the Taylor Law made by respondent superintendents.

The results of this research show two-thirds of superintendents who had experienced impasse believed the deadlock in negotiations produced a negative to highly negative relationship between leaders of the two parties. The data results support the research of Borstel (2010), Eberts (2007), and Johnson and Kardos (2000) that the industrial style negotiations adopted by educational unions is characterized by conflicting interests and win vs. lose postulating. This outdated, industrial negotiations style is not be conducive to developing positive relationships during a labor conflict.

The survey instrument collected data on whether the period of impasse served as an opportunity for the union and administration to gain a better understanding of each other's concerns suggests 60 percent of respondents disagreed or highly disagreed. Similarly, when asked about collaboration between the union and district leaders during impasse, 42.9 percent reported collaboration did not change and 38.1 percent reported it decreased or significantly decreased. The research clearly indicates impasse in teacher contract negotiations has a negative effect on the relationship between union and district leaders.

Superintendents perceived that impasse in teacher contract negotiations did not change school climate for students 61 percent of the time; however, 39 percent of the time they perceived impasse had a negative or highly negative effect on school climate for students. The

data results for parents showed 53.7 percent of superintendents perceived no change in school climate, but 43.9 percent perceived negative or highly negative climate during impasse for parents. Superintendents perceived the most significant impact of impasse on school climate to be on teachers. Superintendents perceived that 73.1 percent of teachers were negatively or highly negatively affected by impasse and 26.8 percent unchanged.

As the period of impasse in teacher contract negotiations lengthened, research results reveal superintendents perceived those most affected by a decline in school climate were teachers with a 77.5 percent seeing a decline or significant decline in school climate. There was no reported change in school climate for students as the impasse lengthened; however, parents were perceived by superintendents to experience a slightly higher decline as the impasse lengthened.

The data show once the teachers' contract impasse was settled, superintendents perceived school climate returned to normal for the majority of students, parents, and teachers; 77.8 percent, 69.4 percent, and 48.6 percent respectively. The remainder of each of the groups was perceived to have experienced more improvement or significant improvement following settlement, than decline or significant decline.

Recommendations from superintendents provided a wide range of changes for policymakers to consider. A predominant recommendation from superintendents was to repeal the Triborough Amendment and revert back to the Triborough Doctrine as a means to balance the power at the negotiations table and to provide unions with the incentive to negotiate. Reverting back to the Triborough Doctrine would remove the continuation of automatic salary step and lane increases that are perceived by New York State public school superintendents to have prolonged periods of impasse especially during times of economic difficulty.

Other superintendent recommendations included: building time limits between impasse interventions to prevent prolonged periods of impasse, making the progressive impasse procedures binding at some point of the process, freezing public employee salaries during impasse until a settlement is reached, and mandating that fringe benefit cost increases be shared equally during impasse.

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Survey Instrument (without page breaks visible to participants online)

## NYS Public School Superintendents' Perceptions of Efficacy of Impasse

### INTRODUCTION AND PURPOSE OF STUDY

You have been invited to participate in a research project titled, "New York State Public School Superintendents' Perceptions of the Efficacy of the Impasse Procedures under the Taylor Law and the Impact of Impasse on School Climate." This study is being conducted by Deborah L. Fox (Student Investigator and Doctoral Candidate), as part of the Educational Leadership Ed.D. Program, through The Sage Colleges, in Albany, New York (Principal Investigator Dr. Raymond O'Connell).

The purpose of this survey is to collect data for the researcher to examine Superintendents' perceptions of the efficacy of impasse procedures under the Taylor Law on settling teacher labor disputes and the effect of impasse on school climate. New York State public school Superintendents and BOCES District Superintendents (both referred to as "Superintendent" herein) are invited to participate in the survey. As a participating Superintendent you will be able to make recommendations on how the impasse procedures under the Taylor Law could be changed. **The ultimate goal of the research would be to inform policy makers on recommended changes to the Taylor Law.**

Your involvement in this survey is completely voluntary. The survey is estimated to take no more than 10-15 minutes of your time. Please respond to each statement from your personal perspective. If you have difficulty deciding how to respond to an item, your response should be your first thought. In order to progress through the survey, please use the following navigation links:

- Click the **Next** >> button to continue to the next page.
- Click the **Prev** << button to return to the previous page.
- Click the **Exit this Survey** >> button if you need to exit the survey.
- Click the **Done** >> button to submit your survey.

You do not have to answer every question and may stop participating at any time by clicking the "Exit this Survey" button in the top right corner of any screen. A response bar at the top of each page will indicate your progression through the survey. As a token of appreciation, participants will have an opportunity at the end of the survey to enter a drawing for a chance to win one of five \$25 American Express gift cards.

Participants in this study will remain confidential. Information will only be collected in a general and not an individually identifiable manner. Any data reported will be summary data only. Records will be stored in a locked filing cabinet accessible only to the Principal Investigator and the Student Investigator and will be destroyed at the conclusion of the study.

If you have any questions, concerns, or technical glitches, please contact: Deborah L. Fox, via email at [foxd4@sage.edu](mailto:foxd4@sage.edu) or by telephone at (518) 807-8718.

### SUPERINTENDENT DEMOGRAPHICS

**1. Indicate the number of years, including this school year, you have served as a Superintendent.**

- Up to 3 years       4-5 years       7-9 years       10-12 years       More than 12

**2. Indicate the number of times you have been directly involved in teacher contract negotiations as Superintendent.**

- 0       1-2       3-4       5-6       7 or more

## NYS Public School Superintendents' Perceptions of Efficacy of Impasse

**3. Have you served as Superintendent in a district that has declared impasse in teacher contract negotiations in the past 10 years?**

Yes.

No. This study seeks to collect data only from Superintendents who have experienced impasse in teacher contract negotiations within the past 10 years. By making this choice, you will exit the survey.

### RESPOND IN RELATION TO THE MOST RECENT IMPASSE

**4. As Superintendent how many times in the past 10 years have you experienced impasse in teacher contract negotiations?**

1

2

3

4 or more

Think about your most recent period of impasse in teacher contract negotiations, and then respond to the remainder of the survey in relation to this most recent impasse.

**5. Who served as chief negotiator for the district in the most recent impasse in teacher contract negotiations?**

Superintendent

Deputy Superintendent

Business Administrator

Human Resources Administrator

Curriculum & Instruction Administrator

Labor Relations Specialist

School Attorney

Other (please specify)

**6. Indicate the length of time from declaration of impasse to contract ratification by the parties.**

6 months or less

19-24 months

7-12 months

Longer than 2 years

13-18 months

### DEMOGRAPHICS FOR DISTRICT OF IMPASSE

## NYS Public School Superintendents' Perceptions of Efficacy of Impasse

**7. Indicate the setting of the district in your most recent impasse in teacher contract negotiations.**

- Rural       Suburban       Urban       City       BOCES

Other (please specify)

**8. Select the enrollment of the district in your most recent impasse in teacher contract negotiations.**

- Up to 499 students       5,000-9,999 students  
 500-1,999 students       10,000 or more students  
 2,000-4,999 students

**9. Select the grade configuration of the district in your most recent impasse in teacher contract negotiations.**

- PreK or K-12       PreK or K-8       Grades 7-12       BOCES

Other (please specify)

**10. As a measure of poverty, indicate the total percent of student free and reduced meals of the district in your most recent impasse in teacher contract negotiations.**

- 0-9%       50-59%  
 10-19%       60-69%  
 20-29%       70-79%  
 30-39%       80-89%  
 40-49%       90% or higher

### OVERVIEW OF TAYLOR LAW & TRIBOROUGH AMENDMENT

## NYS Public School Superintendents' Perceptions of Efficacy of Impasse

The Public Employees Fair Employment Act, commonly known as The Taylor Law, refers to Article 14 of the NYS Civil Service Law, which defines the rights and limitations of unions and collective bargaining for public employees.

**The Taylor Law** seeks to promote cooperative, harmonious relationships between public employees and employers; to prevent strikes; and to encourage the parties to settle disputes by themselves. The act is intended to protect the public by assuring at all times that government will continue to operate uninterrupted by labor disputes.

Below is a brief overview of: The Taylor Law and the subsequent Triborough Amendment.

**The Taylor Law outlines procedures for the resolution of disputes in the course of collective negotiations in lieu of strikes by public employees.** The procedures within the Taylor Law are intended to help resolve an impasse between the public employer and public employees. In brief, the procedures to be invoked for public school districts include:

(a) The Public Employees Relations Board (PERB) shall appoint a **mediator** to assist the parties to effect a voluntary resolution of the dispute.

(b) If the impasse continues, PERB shall appoint a **fact-finder** from a list of qualified persons who shall have the power to make recommendations for dispute resolution.

(c) If the impasse continues, upon request PERB shall provide voluntary arbitration through a **super conciliator** who shall have the power to make recommendations for dispute resolution.

(NYS Civil Service Law, Article 14, §209, 1.-3. <http://www.perb.state.ny.us/tel.asp#con>)

**The Triborough Amendment**, Section 209-a(1)(e) of the Taylor Law, mandates that **all the terms of an expired agreement continue until a new agreement is negotiated.** Though salary increases are generally negotiated on a year-to-year basis, **salary step increments** (based on teacher longevity) **must be given to teachers** even when a contract expires if the previous contract stipulated such.

### IMPASSE PROCEDURES UNDER THE TAYLOR LAW

**11. Following declaration of impasse in your most recent teacher contract negotiations, indicate below ALL OF THE PROCESSES employed in an attempt to resolve the impasse.**

- Additional Negotiations On Our Own without Intervention from PERB
- Mediation with the Assistance of a PERB Appointed Mediator
- Negotiations On Our Own following Mediation
- Mediation with the Assistance of a PERB Appointed Fact-Finder
- Negotiations On Our Own following Fact Finding
- Super Conciliation through PERB
- Negotiations On Our Own following Super Conciliation

Other (please specify)

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## NYS Public School Superintendents' Perceptions of Efficacy of Impasse

**12. Indicate below the stage at which, if any, the impasse in your most recent teacher contract negotiations was resolved?**

- On Our Own without intervention by PERB
- Mediated by a PERB-appointed Mediator
- On Our Own following Mediation
- Mediated by a PERB-appointed Fact-Finder prior to issuing a Report
- Fact-Finding Report accepted without modification
- Fact-Finding Report modified and accepted by Parties
- On Our Own following Fact Finding
- Super Conciliation
- On Our Own following Super Conciliation
- Impasse Remains Unresolved

Other (please specify)

**13. How effective was the individual appointed by PERB in assisting the parties to affect a voluntary resolution of impasse at the following stages:**

	Highly effective	Effective	Not sure	Ineffective	Highly ineffective	Did not utilize
Mediation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fact-finding	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Super Conciliation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**14. Rather than serving as voluntary recommendations, the impasse procedures under the Taylor Law should be binding on the parties at the following stages:**

	Strongly agree	Agree	Not sure	Disagree	Strongly disagree
Mediation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fact-finding	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Super Conciliation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

### RELATIONSHIP BETWEEN UNION AND ADMINISTRATION

Think about the relationship between the union and administration, before, during, and after your most recent period of impasse. Respond to the following questions in relation to your most recent impasse.

**15. Impasse in teacher contract negotiations effected the relationship between the union and administration in the following manner:**

- Highly positive
- Positive
- Neutral effect
- Negative
- Highly negative

## NYS Public School Superintendents' Perceptions of Efficacy of Impasse

**16. The period of impasse served as an opportunity for union and administration to gain a better understanding of each others' concerns.**

- Strongly agree   
  Agree   
  Not sure   
  Disagree   
  Strongly disagree

**17. During the period of impasse collaboration between the union and administration:**

- Significantly increased   
  Increased   
  Did not change   
  Decreased   
  Significantly decreased

### TRIBOROUGH AMENDMENT AND ECONOMIC ISSUES

**18. The Triborough Amendment had no effect on impasse in teacher contract negotiations.**

- Strongly agree   
  Agree   
  Not sure   
  Disagree   
  Strongly disagree

**19. The Triborough Amendment's continuation of all terms of the expired agreement prolonged the period of impasse.**

- Strongly agree   
  Agree   
  Not sure   
  Disagree   
  Strongly disagree

**20. Did the contract in your most recent district of impasse include teacher advancement to the next step on a salary schedule at the end of a school year?**

- Yes   
  No

**21. The district's ability to pay contributed to impasse in teacher contract negotiations.**

- Strongly agree   
  Agree   
  Not sure   
  Disagree   
  Strongly disagree

### SCHOOL CLIMATE AND IMPASSE

The next items relate to school climate during and after impasse. For the purpose of this survey, school climate is defined as:

**"The quality of school life. School climate is based on patterns of students', parents' and school personnel's experience of school life and reflects norms, goals, values, interpersonal relationships, teaching and learning practices, and organizational structures."** (National School Climate Center, 2012).

Think about the school climate before, during, and after your most recent period of impasse. Respond to the following questions in relation to your most recent impasse.

**22. Impasse in teacher contract negotiations had the following effect on school climate for:**

	Highly positive	Positive	Did not change	Negative	Highly negative
Students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Parents	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
School Personnel	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

## NYS Public School Superintendents' Perceptions of Efficacy of Impasse

### 23. As the period of impasse lengthened, school climate for:

	Significantly improved	Improved	Did not change	Declined	Significantly declined
Students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Parents	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
School Personnel	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

### 24. Following the teacher contract settlement, school climate for:

	Significantly improved	Improved	Returned to normal	Declined	Significantly declined
Students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Parents	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
School Personnel	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

## IMPASSE PROCEDURES UNDER THE TAYLOR LAW

You are almost finished with the survey.

Your time and perspective will greatly benefit the educational community by contributing to valuable research on the efficacy of impasse procedures under the Taylor Law and the effect of impasse on school climate.

At the end of the survey, you will be able to make recommendations on how the impasse procedures under the Taylor Law could be changed.

Remember that once you have completed the survey, you will have an opportunity to enter to win one of five \$25 American Express gift cards.

### 25. The impasse procedures under the Taylor Law promote resolution by the parties on their own.

Strongly agree     Agree     Not sure     Disagree     Strongly disagree

### 26. The Triborough Amendment, as it relates to salary or wage increases, should be changed.

Strongly agree     Agree     Not sure     Disagree     Strongly disagree

### 27. Time limits should be built into the impasse procedures under the Taylor Law to prevent either party from excessively prolonging the period of impasse.

Strongly agree     Agree     Not sure     Disagree     Strongly disagree

### 28. A monetary penalty should be assessed if PERB determines that a party to negotiations stalled or intentionally prolonged negotiations during impasse.

Strongly agree     Agree     Not sure     Disagree     Strongly disagree

## NYS Public School Superintendents' Perceptions of Efficacy of Impasse

**29. The fact finder should give more weight to current economic conditions rather than the prior history of settlements.**

Strongly agree     Agree     Not sure     Disagree     Strongly disagree

**30. No changes should be made to the impasse procedures under the Taylor Law.**

Strongly agree     Agree     Not sure     Disagree     Strongly disagree

### SUPERINTENDENT RECOMMENDATIONS

**31. In the space below, you may recommend ways to change the impasse procedures under New York State's Taylor Law if you feel they need to be changed. Do not include any identifying information in your comments.**

You have completed the survey!

Thank you for your participation in this important research.

Your involvement in this research study is greatly appreciated.

### \$25 AMERICAN EXPRESS GIFT CARD DRAWING ENTRY