ACT 312 ARBITRATION
- AN EXPLORATORY STUDY -

By

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A DISSERTATION

Submitted to
Michigan State University
in partial fulfillment of the requirements
for the degree of

DOCTOR OF PHILOSOPHY

School of Criminal Justice

1998

ABSTRACT

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This study examined if environmental and contextual variables related to the collective bargaining process for public sector law enforcement unions and municipalities in Michigan would influence the use of compulsory arbitration. Logistic regression models were constructed to determine what environmental and contextual variables influenced arbitration. The first model that analyzed environmental variables revealed that the form of government, the wealth of the municipality, the number of employees, and location within an SMSA positively parties using arbitration to resolve the employment contract. The second logistic model surveyed 126 municipalities and included the same environmental variables as the first model, while including contextual variables related to the bargaining environment. This model revealed the type of government and location in an MSA were the only environmental variables that affected arbitration. Contextual variables, meanwhile, including the ability to pay, perceived relationship and the use of elected officials were found to have an impact on parties seeking Act 312 Arbitration over collectively bargaining the labor contract.

This Dissertation is dedicated
to my mother,

Jane A. Johnson

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ACKNOWLEDGMENTS

There are several individuals who made this dissertation possible. I would first like to thank Frank S. Horvath, Ph.D., my Dissertation Chair for all the guidance and support he provided through this long project. My sincere appreciation also goes out to the balance of my Dissertation Committee: Bo Anderson, Ph.D. from the Department of Sociology, Daniel Kruger, Ph.D. from the School of Labor and Industrial Relations, and Dennis Payne, Ph.D. from the School of Criminal Justice. I would also like to thank David B. Kalinich, Ph.D., my friend and mentor who has been there throughout my Master's and Doctoral work. All of you provided me with a great deal of insight and knowledge that is reflected in the design and results of the dissertation.

Many organizations also contributed to the success of this research. I am grateful to Schlomo Sperka from the Michigan Employment Relations Commission who allowed me to access to a great deal of information, and Mary Steele who was also ready and willing to help me with whatever need I had at MERC. Without the support and endorsement of this project from Scott Dzurka at the Michigan Association of Counties, John LaRose at the Michigan Township Association, and Joe Fremont from the Michigan Municipal League, it would have been very difficult to collect information related to the municipal bargaining environment.

I would also like to thank the "unsung heroines" of the School of Criminal Justice -- Beverley Bockes, Jewell Flajole, Mary Graham, Hazel Harden, Mary Ellen Geyer, Armilla Simon, and Nancy Trumble. All of you, through your hard work, concern for others, and keen abilities to create order out of chaos made my time at MSU a pleasant and memorable experience. Finally, I would like to express my gratitude toward my family and friends for their support thoughout all of these years....

TABLE OF CONTENTS

LIST OF TABLES

LIST OF FIGURES

Introduction

In many states and
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Instead, types of legislation
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Chapter 1
Introduction

Introduction

In many states and municipalities, police officers and other individuals classified as essential service employees do not possess the legal right to strike over the determination of a new collective bargaining agreement or contract. Instead, types of legislation, varying among states, require the parties in dispute to resolve their issues with the assistance of a third party impartial judge or panel. These methods, known as alternative dispute resolution techniques, serve to protect the interests of the general public while maintaining labor peace. Without such mechanisms, a danger could exist for the public as the delivery of essential services would be impaired or non-existent during the labor dispute. One particular alternative dispute resolution procedure, used in some states such as Michigan, is known as compulsory arbitration.

Although a great deal of research has been conducted in public sector alternative dispute resolution techniques, very little research has examined compulsory arbitration to determine what factors inhibit or promote the completion of the collective bargaining agreement. When examined in the context of specific states, such as Michigan, the deficiency in arbitration research is enhanced. This is because very little empirical research has been conducted, while research that has been conducted is dated.

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As a consequence of this deficiency, this research will attempt to determine what factors in the collective bargaining process lead to impasse and the parties invoking Michigan's alternative dispute resolution process known as Public Act 312. More specifically, this research will examine those factors that surround the decision to use arbitration or to collectively bargain the employment contract.

Need for Research

Legislation regarding compulsory arbitration for essential services is not limited to the state of Michigan. Regardless of the geographical location, legislation of this nature has generated a large degree of controversy. In fact, the Michigan Municipal League has indicated that:

> "entering compulsory arbitration, most of the risk is assumed by the employer who is subject to a costly award.... Compulsory arbitration has removed responsibility for the settlement of labor contracts from the parties and has placed it in the hands of private persons (arbitrators) who are not accountable to the taxpayers" (Berrodin & Kurbal; 1980, p. 8).

Coupled with the controversies that arbitration legislation has generated, much of the existing research was conducted in the late 1960's and 1970's. At the time that this research was conducted, police unions were in their infancy, while management now had to address a new potential opponent. As a result, early research attempts did not fully examine or explain the impact that compulsory arbitration legislation had on the parties involved or upon the citizenry. Instead, the research was exploratory and descriptive in nature. The parties themselves, meanwhile, may not have had a broad understanding of arbitration as an alternative dispute resolution procedure. Although research of this nature was effective in providing a

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The existing research is also fragmented. Research has been conducted over many jurisdictions or states that have unique collective bargaining statutes for their public employees, often making comparability between states difficult and inappropriate. Research efforts have also focused on or examined the actual outcomes of the impasse procedure instead of looking at the process itself. As a result, the underlying dynamics and their effects on negotiation proceedings remains unknown.

When coupled with the fact that these disjointed research efforts are used to comprehensively explain impasse resolution and arbitration in specific states, the danger of oversimplifying or misinterpreting the actual arbitration process exists. This could also lead to a distorted or simplistic view of why parties go to arbitration.

Related to the overall fragmentation of the examination of compulsory arbitration, the same problems or faults exist with previous research conducted in the state of Michigan. Although the preceding statistical information provides a descriptive report, the question of why those issues are brought to the arbitration panel and not collectively bargained remains unanswered. Review of the literature also indicates additional research that has been conducted has concentrated on specific dynamics of the process, failing to look at Act 312 in a comprehensive fashion.

Research of this nature is also necessary when taken in the context of the impact that police collective bargaining has in the state of Michigan. According to Department of Justice statistics, in fiscal year 1990 there were 15,144 municipal and 3,263 county peace officers, comprising 18,407 full-time police officers in 578 law enforcement agencies in the State of Michigan, while

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over 989 million dollars was expended by municipalities in Michigan in 1990 for police protection (Lindgren, 1992). These statistics alone indicate that there are a large number of police personnel that could be affected by labor disputes -- especially when considering that the majority of municipalities and counties are organized in the state of Michigan. These statistics, however, do not consider the social, political and economic ramifications such labor disputes could cause. Coupled with the frequency of parties going to arbitration, a comprehensive study of Act 312 arbitration is warranted.

Research of this nature is warranted for other reasons. Most industrialized states have alternative dispute resolution techniques that are similar to Public Act 312. Inasmuch, there is a need for both law enforcement and municipal administrators to understand how their particular legislated alternative dispute resolution process impacts personnel management, collective bargaining, and organizational effectiveness. Without knowing the fundamentals of collective bargaining and arbitration, the success of the police administrator and other municipal officials will be severely hampered. Labor unrest can also lead to pathological organizational behaviors including decreased morale, increased turnover and lost productivity.

Research Agenda

Although the existing research has provided a general understanding of the qualitative features of the arbitration process and some quantitative analyses, no research has attempted to investigate why some parties go to arbitration while others do not, based on factors related to environmental attributes and specific dynamics of the collective bargaining experience. Hence, the fundamental dynamics of how the interactions of the participant's in the process contribute to the overall product or outcome is deficient.

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By failing to examine the procedures in the context of the actual participant's in the process, there exists, therefore, a serious need to determine what, if any, factors lead municipalities to use arbitration, over traditional collective bargaining activities. It is the purpose of this research to expand the existing knowledge of arbitration in the state of Michigan by examining those factors that predispose municipalities to invoke arbitration over collectively bargaining the employment contract.

The collective bargaining and subsequent arbitration process in Michigan requires the interaction of two primary parties -- the union or association, and management or the municipality. If arbitration is invoked, a third party or a neutral arbitrator also becomes involved. Furthermore, several variables are involved in the negotiation process. Environmental or demographic variables may affect the outcomes of the collective bargaining experience. Likewise, the bargaining dynamics of the parties and their relationship with the other party may affect negotiations. Through the examination of demographic characteristics of municipalities and counties, and the bargaining practices of negotiators, it is anticipated that those factors or variables that predispose some parties to go to arbitration will be discovered.

The determination why some parties go to arbitration requires the construction of a model to determine what, if any, factors influence the use of compulsory arbitration. This model will be constructed based on the existing literature, interviews with labor leaders and practitioners, and general information regarding public sector collective bargaining. In accompaniment to the model, additional quantitative and qualitative information related to the collective bargaining process will also be incorporated into the research.

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Public Sector Unionization - An Overview

Over the last three decades, the growth of public sector unionization has surpassed the growth of unionization in the private sector. According to the Bureau of Labor Statistics (1993), the total unionized workforce in the United States in 1992 accounted for approximately 15.8 percent (or 16.4 million individuals) of all employed wage and salary workers. About three-fifths of these union members were in private industry (9.7 million comprising 11.5 percent of those employed), while approximately 5.7 million were employed in the federal, state or local government, comprising 36.7 percent of those employed in that sector (Bureau of Labor Statistics, United States Department of Labor "News" L2.120/2-12:992).

Unlike the private sector, where all collective bargaining activities are governed by the National Labor Relations Act (NLRA) and related legislation such as Taft-Hartly and Landrum-Griffen, there is no national labor policy for the public sector. Instead, each state has its own collective bargaining legislation establishing what, if any, employee groups have collective bargaining rights. This has resulted in a patchwork of various public sector labor laws across the United States. Some states, for instance, prohibit all public sector collective bargaining, some have meet and confer rights, and others have full-fledged collective bargaining rights, quite similar to those provided in the private sector under the NLRA.

Another difference between the public and private sectors is the right to strike. In the private sector, if a union and employer cannot agree on a new contract, there is the economic weapon of the strike or lockout to achieve a final resolution of the dispute. In the public sector, in certain states,

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individuals employed in essential services, such as law enforcement, firefighting, and related services, are not legally permitted to strike. This is out of the fear that essential public services may be disrupted and the safety of the public may be at risk (McGinnis, 1989; Kruger, 1989; DiLuaro, 1989).

To offset the absence of the strike, some states have legislated a variety of alternative dispute resolution techniques (ADR's) as a substitute for the strike or lockout to promote labor peace in the essential services. ADR's procedures, according to Coulson (1985), are established mechanisms or procedures that encourage an early settlement of a dispute by methods other than litigation. Generally, there are three primary types of ADR techniques. These include mediation, fact-finding and arbitration.

Types of Dispute Resolution Techniques

Mediation

In mediation, a third party neutral or go-between assists the parties in reaching an agreement (Somers, 1977). According to Balfour (1987), the functions of the mediator can be divided into procedural, definitional, and substantive functions. In these roles, the mediator is responsible for, scheduling meetings and determining negotiation sites, meeting with the parties jointly and separately, assisting in determining, explaining and presenting the positions of the parties, identifying issues, and engaging in substantive issues related to assisting parties in structuring proposals and counterproposals. In short, the mediator changes the dynamics of the collective bargaining experience while identifying those issues or positions that may have contributed to the party's impasse. The mediator, however, does not render a decision. The ultimate goal is to get the parties to voluntarily to agree to a settlement through persuasion (Elkouri & Elkouri,

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1985) by increasing or facilitating communication between the parties, while getting the parties to move toward settlement, if possible.

In mediation, it is anticipated that there is a willingness by both parties to accept some compromises in their positions (Fossum, 1979). Gilbert (1987) indicated that mediation serves a series of purposes including educating and assisting the parties in gaining a better understanding of their positions, reducing hostility, providing a problem-solving agenda, and presenting alternatives in a context that allows all of the parties to save face.

According to Lewis et al. (1981), mediation is the most used and least studied alternative dispute resolution technique as it is the least visible of ADR techniques. Because of the "behind the scene" nature of mediation, and the fact that some feel that it is more of an art than a science, it is difficult to generalize and investigate scientifically.

Fact-finding

Fact-finding is primarily a public sector impasse resolution process that is located or initiated between the stages of mediation and arbitration. It can, however, be invoked in the private sector under the Taft-Hartly Act or the Railway Labor Act where the potential for a national emergency would result if the parties were permitted to strike (Kochan & Katz, 1988). According to Balfour (1987), fact-finding may also be referred to as a board of inquiry, advisory arbitration or a special master process. The primary goal of fact-finding is to settle disputes and to make public the positions of the parties by the publication of the issues in dispute by a third party neutral individual or panel (Hirlinger & Sylvia, 1988).

Like in mediation, the fact-finder does not render a decision. The role of the individual or panel is to investigate or assemble all facts in the labor dispute by conducting a fact-finding hearing. In this capacity, some propose

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that fact-finding is similar to arbitration because both procedures include a hearing, testimony and findings (Lewis, et al., 1981). More specifically, the role of the fact-finder is to hear the parties arguments, make the findings of the hearing public regarding each party's position, and then make some non-binding recommendations (Helsby, 1988). In doing so, the fact-finder or third party neutral serves a quasi-judicial role where their findings and recommendations are made public (Somers, 1977).

Although the actual hearing process and the public presentation of each party's positions is a primary role of fact-finding, the process serves other functions. Fact-finding may serve to make the parties re-think or clarify their positions as those positions taken will be presented to the public (Gilbert, 1987; Ries, 1992). This pressure from the public may also make the parties accept the fact-finders recommendations (Lewis et al., 1981). According to Gallagher and Pegnetter (1979), fact-finding may also serve as a "sobering effect" as the parties respond to the fact finder's report regarding the negative and positive aspects of each party's position. This results in fewer cases and issues preceding to the arbitration stage. The potential threat of, or invoking of the fact-finding process may also motivate the parties to a negotiated settlement.

There are some drawbacks to fact-finding. Fact-finding may not be a viable solution to impasse when severe financial conditions exist. This is because the distance between the parties needs or wants cannot be reconciled or compromised to the degree necessary to reach a decision (Lewis et. al, 1981). Gilbert (1987) indicates that parties in fact-finding may not present realistic final-offers; instead they rely upon the fact-finder to dictate the terms of agreement in anticipation that it will be more favorable. Likewise, those states that have fact-finding followed by arbitration may have duplicative

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effects as both procedures are very similar in terms of the hearing and the presentation of issues by the parties. Parties may also become dependent upon fact-finding (McKelvey, 1969); and the availability of fact-finding may extend the negotiations to fact-finding stage, so good faith bargaining occurs at this stage instead of at the actual collective bargaining sessions (Zack, 1979); and, according to research by Kochan & Katz (1988), fact-finding has a low rate of settlement and it does not avoid strikes for those parties legally allowed to strike.

Arbitration

According to Nolan (1979) arbitration is a process where the parties in a dispute voluntarily agree to be bound by or follow the decision of an impartial person outside of a judicial process who base their decision on the facts, evidence, and arguments presented in the form of a less formal setting that resembles a judicial proceeding. Blacks Law Dictionary (1979) defines arbitration as "the reference of a dispute to an impartial (third) person chosen by the parties..... instead of carrying it to established tribunals of justice....intended to avoid the formalities, the delay, the expense and vexation of ordinary litigation" (p. 96). Coulson (1985) indicates that arbitration involves giving a third party or a neutral individual, or panel, the power to make a decision. Meanwhile, Feuille et al. (1985) considered arbitration to be a dispute resolution tool that results in the arbitrator's version of a fair settlement, because at the foundation of any dispute between the parties is the issue or perception of fairness. Where the parties cannot agree on a fair settlement, because of their disagreement over what a fair settlement would be, the arbitrator must subsequently render the award.

There is one fundamental difference between mediation, fact-finding and arbitration. Arbitration is a dispute resolution technique or tool that

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Types of Arbitration

Rights Arbitration

Rights or grievance arbitration is where a mutually selected impartial judge or arbitrator must settle a dispute, or violation (or perceived violation) on the application or interpretation of an existing collective bargaining agreement, law, policy, or customary practice (McGinnis, 1989; Elkouri & Elkouri, 1989; DiLauro, 1989). This right's provision, however, is not mandated by external law. Instead, a rights or grievance arbitration clause must be negotiated into the collective bargaining agreement and it specifies what, if any, issues are considered to be arbitrable or heard in the workplace.

The right's arbitration clause found in the collective bargaining agreement can be considered the "living contract" as it allows the grieving party or parties a "voice" in the workplace, while also allowing the agreement or specific clause in the collective bargaining agreement to be interpreted by the third party neutral. Both of these aspects of components assure industrial democracy in the workplace (Kruger, 1992). Rights arbitration is widely accepted and used in the United States with approximately ninety-five percent of the public and private sector contracts having some type of rights provision (McGinnis, 1989).

Arbitrators used in rights arbitration are jointly selected by the parties in dispute, pursuant to the agreed upon method of selection that was predetermined in the collective bargaining agreement. Arbitrators can be selected from rosters held by the American Arbitration Association (AAA), an

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arbitrator that is mutually agreed upon by the parties, a permanent arbitrator, or an arbitration panel that is used by some large corporations in the United States (Elkouri & Elkouri, 1985).

The role of the arbitrator in the arbitration hearing is quite diverse. The arbitrator is responsible for scheduling the hearing, conducting all aspects of the hearing, and writing the arbitration award. More specifically, the role of the arbitrator in right's arbitration is to interpret what the parties intended in the contract (Balfour, 1987). In doing so, the arbitrator must base the decision on the "four corners of the contract" or the actual content of the existing negotiated contract. In determining those situations where the contract is silent or vague on the issue(s) in dispute, the arbitrator must render a decision, based on the past practices of the parties involved. This decision is then final and binding upon the parties (Kruger, 1992).

Rights arbitration has also been accepted and reinforced through Supreme Court decisions. Through a series of decisions, the U.S. Supreme Court has indicated deference to rights arbitration over the parties seeking judicial relief. One of the most famous series of decisions, known as the Steelworker's Trilogy, examined the role of arbitration in terms of its finality and preference over judicial decisions.

The preference for arbitration over court proceedings was indicated in United Steelworkers of America v. Warrior and Gulf Navigation Co., 80 S. Ct 1347 (1960), where the U.S. Supreme Court determined:

> The collective bargaining agreement is part of an attempt to establish a system of industrial self-government, the gaps in which may be left out to be filled in by reference to the practices of the particular industry and of the various shops covered by the agreement. The labor arbitrator is selected for his knowledge of the common law of the shop and for his ability to bring to bear considerations which may indeed be foreign to the competence of the courts..... The ablest judge cannot be

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> expected to bring the same experience and competence to bear upon the determination of a grievance, because he cannot be similarly informed (pp. 1351-1353).

Besides deferral to the arbitrator, in United Steelworkers v. American Manufacturing Co., 80 S. Ct 1346 (1960), the Court examined the issue of arbitrability. In this decision, the Court determined that their responsibility in grievance arbitration was to simply determine if the type of dispute is arbitrable under the collective bargaining agreement. This was based on the contention that national labor policy favors arbitration and the "processing of even frivolous claims may have therapeutic values of which those who are not part of the plant environment may be quite unaware" (p. 1346). Consequently, the Court would not determine the merits or claim of the grievance as "whether the moving party is right or wrong is a question of contract interpretation for the arbitrator" (p. 1346).

In United Steelworkers of America v. Enterprise Wheel and Car Corp., 80 S. Ct 1358 (1960), the Court examined the enforcement of arbitration awards and the role of the courts in reviewing and overturning arbitration awards. Adopting a substantive-based position, the Court determined that if courts have the final say or decision on the merits of the arbitration award, the role of the arbitrator and right's arbitration would be undermined. Thus, arbitration awards cannot be overturned "as long as it [the arbitration award] draws its essence from the collective bargaining agreement" (p. 1361). However, the Court also determined that "where it is clear that the arbitrators words manifest an infidelity to this obligation" (p. 1362), the courts can refuse to enforce the award.

Although right's arbitration is the preferred terminal procedure, a party or parties could possibly seek relief from the courts, based on the type of

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grievance. If an individual has had a constitutional or statutory right violated by the employer (such as Title VII of the 1964 Civil Rights Act, as amended) after the arbitration proceeding, the individual has the right to seek judicial relief through the courts (Kruger, 1992). This was decided in the case Alexander v. Gardner-Denver Co., 415 U.S. 36 (1974) where the Supreme Court determined that "there is no suggestion in the statutory scheme [of Title VII] that a prior arbitral decision either forecloses an individual' s right to sue or divests federal courts of jurisdiction" (p. 47).

Interest Arbitration

Interest or contract arbitration deals with the creation of a new contract or it occurs when there is a dispute about the creation of the new contract (McGinnis, 1989). What makes this different from right's arbitration is that this type of arbitration involves the terms and conditions of employment rather than the interpretation of the actual content of the existing collective bargaining agreement. According to DiLauro (1989), interest arbitration is an impasse-resolution procedure where one or more neutrals render a binding decision to resolve a dispute over new contract terms. In the state of Ohio, interest arbitration is known as conciliation, while the arbitrators are called conciliators (Graham, 1988).

In comparison to rights arbitration, interest arbitration is not widely used in the United States. According to McGinnis (1989), only three percent of all public and private collective bargaining agreements include interest arbitration. This is in contrast to Great Britain where almost all of the collective bargaining agreements have interest arbitration provisions. This process may not be used as often, because it has a greater impact than rights arbitration since it deals with the actual creation of a collective bargaining agreement.

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Rights and interest arbitration can also be mandatory where the parties stipulate in their collective bargaining agreement or contract to submit issues in dispute to arbitration (Hirlinger & Sylvia, 1988). This type of arbitration may also be called voluntary arbitration, since it is not legislatively mandated. It is generally found in rights-based arbitration.

Some jurisdictions in the public sector also has mandatory or voluntary arbitration. Florida is one state that uses voluntary interest arbitration. This alternative dispute resolution procedure is basically fact-finding with non-binding decisions or recommendations made by the arbitrator. These decisions, however, can be accepted or rejected by the parties on an issue-by-issue basis (Magnusen & Renovitch, 1992).

Compulsory Arbitration

Compulsory or binding arbitration means that the parties must, by law, submit their unresolved issues to an arbitrator who fashions an award and settles the dispute (Kruger, 1981). This may also be called involuntary arbitration as it is imposed on the parties by law (Public Service Research Council, 1983). Binding interest arbitration was introduced as a replacement for the strike (McGinnis, 1989) as many legislatures removed the right to strike as a legitimate bargaining weapon for some employees. Hence, it is a legislative creation requiring intervention by a third party, such as a government agency or court, to intervene under certain situations or circumstances to compel the parties at impasse to submit their dispute to arbitration, regardless if they object (Dilts & Deitsch, 1984).

Generally, after submission to arbitration, the contract is determined by the arbitrator and the award rendered is binding upon both parties

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(Liebeskind, 1987; "Binding Interest", 1977). Compulsory arbitration can be used in both private and public sectors when a strike by a particular industry or service presents a danger to the public. Also, it is generally a public sector phenomenon. Depending upon the state and professions that are included in the arbitration legislation, there are also some variations to compulsory or binding arbitration.

Types of Compulsory Arbitration

Conventional Arbitration

According to Chavala and Fox (1979), in conventional arbitration the role of the arbitrator is to resolve an impasse based on their understanding of "the best possible solution, typically designing a compromise settlement that contains elements of the positions of both parties" (p. 179). Inasmuch, the arbitrator fashions an award that does not necessarily have to represent either party's position. Rather, it can be a compromise or a decision based solely on one side or the other (Somers, 1977). This type of arbitration allows arbitrators the widest discretion since this procedure has no official limits or rules, and the practical limits are established only by the parties' positions at arbitration (Delaney and Feulle, 1984).

Conventional arbitration generally consists of a tripartite panel of individuals. Each side selects one arbitrator and those two arbitrators then select the third arbitrator. This third arbitrator or neutral usually makes the final decision, allowing both parties some input into the final decision (Kruger, 1981). Both parties agree beforehand to follow this arbitrator's decision (Klatt, et al., 1978), and each party may have input into the post-hearing deliberations (Kruger, 1981). The use of the tripartite panel is more likely to force the neutral third party arbitrator to confer with the other

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Final-Offer Arbitration

Like conventional arbitration, final-offer arbitration can take place with a single arbitrator or panel of arbitrators (DiLauro, 1989). However, the arbitrator can no longer fashion their own award. The arbitrator is limited in selecting either the management or union position and they cannot compromise (Gallagher & Pegnetter, 1979). Instead, they must rely upon the last best final-offers proposed by each party. Graham (1988) writes that the basis for final-offer arbitration is the possibility of a total loss will make both parties seek a middle ground regardless of their positions. According to Somers (1977), the purpose of final-offer arbitration is to move the parties forward and not back. This is accomplished because of the risk involved of having the arbitrator base the award on the other party's proposals.

Thus, the parties, according to Murray (1982) now control their own destiny, knowing that the arbitrator's discretion is quite limited. As a result, negotiators may be more responsible under this method since the actual parties determine the choices that the arbitrator must make. This method of arbitration also promotes greater amounts of information gathering and concessionary activity, as the parties must anticipate the strategy of their opponent and the neutral arbitrator (Bazerman, 1983). There are two different methods or procedures under final-offer arbitration. The award can be based on the entire or last best package, or on an issue by issue basis.

In last best package final-offer, the arbitrator is to choose among the packages offered by each side. This prevents arbitrators from imposing their version of desirable compromises on the parties in multi-issue disputes. It may also induce parties to develop more reasonable positions, while also

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Because of its structure, final-offer arbitration with package selection gives arbitrators the least discretion since they must select either party's offer as a single package (Delaney and Feuille, 1984). This process also places the blame on the arbitrator rather than on the parties if they should lose (McGinnis, 1989). There are also some variations to final-offer by package. One variation allows each party to submit two final-offer packages, which gives the arbitrator more flexibility, while another alternative gives the arbitrator a choice of three packages consisting of the fact-finders, employers and employees final-offers (DiLauro, 1989).

Another type of final-offer arbitration allows the arbitrator to examine the last best final-offer of each party on an issue-by-issue basis. (Kruger, 1981; Grigsby & Bigness, 1988). Rather than selecting the party's entire package, the arbitrator must make a decision on each individual issue that is submitted to arbitration, and then select either the union's or employer's final-offer. (Gilbert, 1987; Delaney & Feuille, 1984). This process may offer more flexibility in arbitration awards, while maintaining an incentive for parties to reach a settlement prior to arbitration (Grigsby & Bigness, 1988). Issue by issue selection diminishes the risk associated with final-offer by package arbitration as the arbitrator can select from both offers every dispute in question (Somers, 1977). One of the problems, however, with this process is the parties may present many issues for arbitration as they are not discouraged from limiting their issues to those of the greatest importance (Gilbert, 1987).

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Other Types of Arbitration

Another variation is called hybrid arbitration. This is a mixture of conventional and final-offer arbitration. An illustration of this type of arbitration is in the state of Michigan where final-offer issue-by-issue arbitration is used for economic issues and conventional arbitration is used on all non-economic issues (Michigan Public Act 312, 1972) .

There is also fair and final arbitration. Fair and final arbitration directs parties to negotiate to impasse and then present all unresolved issues that may be legally presented to the arbitrator. Those issues that are not presented to the arbitrator remain as is or they are not included in the final contract (McGinnis, 1989).

There is also mediation-arbitration, or med-arb, that combines the elements of mediation and arbitration (Gould, 1985). The strength of med-arb is the fact that it combines the "hospitable environment of mediation with the finality of a binding agreement" (Henry, 1988, p. 390). The use of med-arb also results in the arbitrator not having to follow a strict legalistic perspective that must be followed in traditional arbitration proceedings. Rather, they can influence the parties in their mediation role as the parties know that they will have the ultimate decision if the dispute should go to arbitration (Gould, 1985). Likewise, this arbitrator can also decide any issues that the parties cannot settle on their own (Coulson, 1985). It may also reduce delays as parties are forced to reveal and justify their true positions on issues that they are defending (Gould 1985), while bringing the parties closer together through the creation of offers and counter-offers (Henry, 1988). This process also results in arbitrators having a great degree of authority, as they assist in developing new terms under the contract while also serving as the arbitrator if a mutual agreement cannot be achieved (Murray, 1982).

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In 1969, Michigan was one of the first states to pass compulsory or binding arbitration. Known as Act 312 (see appendix A), it is designed as an alternative to the strike for essential public employees, while assuring the delivery of public services and maintaining labor peace. The Act states that:

> It is the public policy of this state that in public police and fire departments, where the right of employee to strike by law is prohibited, it is requisite to the high morale of such employees and the efficient operations of such departments to afford an alternative, expeditious, effective and binding procedure for the resolution of disputes, and to that end the provisions of this act, provising for compulsory arbitration, shall be liberally construed

Act 312 defines police and fire departments as "any department of a city, county, village or township having employees engaged in as policemen or fire fighting or subject to the hazards thereof." Since its inception, ancillary services such as 911 dispatchers and Emergency Medical Technicians (EMT's) employed by municipalities and counties have been determined essential service public employees and have been amended into Act 312.

As with other arbitration statutes, the objective of Act 312 is to expedite public disputes, while providing equality in bargaining power between parties where none may have formerly existed. As stated by Kruger (1985), Act 312 "acts as a fire station, always on call, ready to extinguish a stalemate in collective bargaining" (p. 504). Unlike some states, Act 312 is a compulsory or binding dispute resolution process technique for police, fire, emergency medical services, and 911 operators. Covering both economic and non-economic issues, Act 312 addresses only interest disputes. It does not settle disputes arising under an existing contract (Posthuma, 1990).

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From January 1, 1990 to January 1, 1994, 159 awards have been issued under Act 312, with 83 percent (n=131) of the awards involving law enforcement agencies. These statistics suggest that Act 312 is a practical and symbolic means to achieve labor peace. It is practical in the sense that municipalities and police unions rely upon the procedure as an impasse resolution technique. It may also serve as a symbolic message to the parties that if agreement cannot be reached, a third party will intervene on behalf of the parties to resolve the contract dispute.

As illustrated in Figure 1, Public Act 312 is a multi-stage alternative dispute resolution procedure beginning with the collective bargaining process between the parties. If the collective bargaining process leads to impasse, however, the next stage is mediation of the dispute, followed by the petition for arbitration, and the subsequent arbitration hearing and award. While Act 312 is a linear-based process, it is also flexible in the context that it allows the parties in dispute to amicable settle the contract dispute at any stage before the arbitration award is written.

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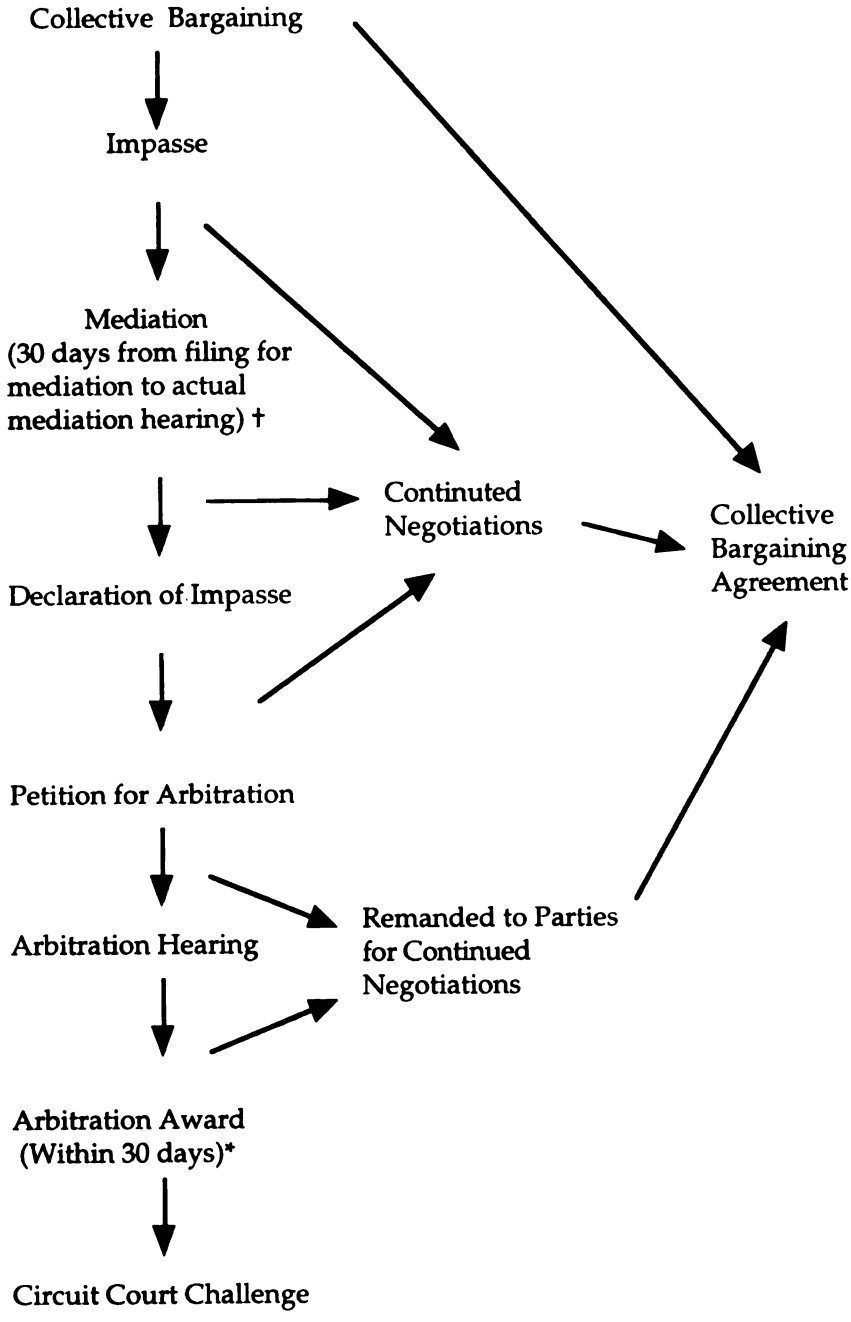

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Mediation

Act 312 Arbitration is not immediately invoked at impasse. After negotiations have broken down and impasse is reached, the dispute must be sent to mediation by filing a mediation submission request which is a letter requesting mediation with the Michigan Employment Relations Commission (MERC). This request can be initiated by MERC or either party in the dispute. This mediation request includes information on who filed the request, the description of the bargaining unit, who the collective bargaining representatives are, the number of bargaining sessions held before the filing of the mediation request, issues in dispute, the expiration date of the contract, and information related to all known representatives that were engaged in the collective bargaining process.

MERC establishes a thirty day mediation period which begins on the date of the filing of the mediation submission request. Upon the filing of the request, the appointed mediator, as designated by MERC, has thirty days from the filing of the submission request to schedule a mediation conference with the parties. If, for some reason, the party that filed for mediation fails to appear at the mediation hearing, the mediation submission request is administratively dismissed. If the party that the mediation request is filed against fails to appear for the mediation hearing, this action constitutes an unfair labor practice.

After thirty days of the filing for mediation, a party can submit to MERC for binding arbitration regarding any issue(s) that remain unresolved. The only exception to the thirty day requirement is if the parties mutually agree upon a mediation conference that occurs thirty days from the initial filing of the mediation submission. Mediation, however, can be continued after arbitration proceedings are initiated.

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The responsibilities of the mediator are quite broad. One of the primary responsibilities of the mediator is to manage the actual mediation conference in terms of scheduling, notifying parties, managing and conducting the negotiations between the parties, and drafting the contract. If a contract is not agreed upon, and one of the parties submits to MERC for arbitration, the mediator is also responsible for drafting a written report of the mediation hearing. This report contains information on issues raised at mediation, including resolved and unresolved issues, the date the dispute was submitted, how many mediation sessions were held, and a recommendation on whether it would be useful for MERC to remand the dispute to the parties for additional collective bargaining ("Administration of Compulsory Arbitration", 1993).

Table 1 shows the number of mediation requests submitted to MERC for the years 1990-1994 for both the private and public sectors in Michigan. As indicated, the majority of mediation requests are generated by private sector organizations. This can be attributed to the number of private industries and organizations that exist in Michigan in comparison to the smaller public sector.

When comparing the actual number of cases submitted for mediation to those mediated in Table 1, in the majority of instances the parties successfully bargained the labor contract without the assistance of mediation. In comparison to other sectors, the public sector (both Act 312 and Non-Act 312 employee groups) has the highest mediation rate in proportion to the total number of mediation notices filed. Those public employee groups that fall under Act 312 legislation, meanwhile, have the highest mediation rate (54.2 percent).

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This may suggest that there are some underlying dimensions or dynamics in the public sector, particularly with those employee groups that fall under Act 312, that inhibit the parties to collectively bargain a contract to the same degree as in the private sector. The high settlement rate with Act 312 cases may also indicate that this alternative dispute resolution procedure is successful in resolving the majority, but not all labor disputes, for those employees that fall under the jurisdiction of Act 312.

Table 1
Public & Private Sector
Mediation Requests, Michigan 1990-1994

Year	Cases Filed & Mediated	Act 312	Public Non - Act 312	Total - Public Sector	Private Sector	Total Private & Public
1990	Notices Filed	245	1041	1286	1975	3261
	Cases Mediated	153	361	514	101	615
1991	Notices Filed	230	850	1080	2120	3200
	Cases Mediated	145	304	449	94	543
1992	Notices Filed	276	1038	1314	2017	3331
	Cases Mediated	131	329	460	81	541
1993	Notices Filed	306	944	1250	1775	3025
	Cases Mediated	156	363	519	109	628
1994	Notices Filed	292	1113	1405	1227	2527
	Cases Mediated	146	360	506	91	597
1990-1994	Notices Filed	1349	4986	6335	9114	15344
1990-1994	Cases Mediated	731	1717	2448	476	2924
Mediation Rate		54.2%	34.4%	38.6%	5.2%	19.1%

Arbitration

If mediation fails, the next step in the impasse procedure is to petition MERC for arbitration. This written petition for arbitration provides general information related to the parties involved in impasse, a copy of the most recent labor contract between the parties, and copies of the last offer made by each party in the attempt to settle the contract. This petition is then filed with

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Table 2 exhibits the number of petitions by MERC for the years 1990 to 1994 for all essential service groups. As indicated by Table 2, it is usually the union that initiates the arbitration process. When examined in the context that it is the union's or association's mission to maintain or increase the benefits for its clientele, this finding was expected in the context of Act 312 arbitration.

The data from this table does raise the research question of what factors lead the parties to petition for arbitration, over those parties that did not petition MERC for arbitration. Table 2 also shows a relatively stable number of arbitration petitions received per year from 1990 to 1994 (n=459), ranging from 90 to 97 with an average of 91.8 arbitration petitions per year.

Table 2
Arbitration Petitions Received by Year
All Essential Service Groups
Michigan 1990-1994

Year	Employer Initiated	Union Initiated	Joint Initiation	MERC Motion	Total
1990	1	90	1	1	93
1991	2	81	1	0	84
1992	2	93	0	0	95
1993	1	89	0	0	90
1994	1	96	0	0	97
Total Petitions	7	449	2	1	459
Total Percent	1.5%	97.8	.4%	.2	99.9%

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Unlike in mediation, during the arbitration proceedings an arbitration panel determines the award. This arbitration panel consists of one arbitrator chosen by both sides and a mutually agreed upon arbitrator or chairman selected by the two parties. This mutually agreed upon arbitration chair is selected or drawn from a list of three names of arbitrators from an arbitrator panel list that is maintained and provided to the parties by MERC. Both parties then are permitted to delete or strike one name from the list and submit this list to MERC. MERC then designates one of the remaining nominees from the list as the arbitration chair.

If an arbitrator is not selected within ten days of the parties receiving the list, MERC may select an arbitrator (also known as the neutral chair) on behalf of the parties. The parties may also mutually select an arbitrator who is eligible for membership on the panel instead of relying upon MERC's list ("Administration of...." 1993).

The Role of the Arbitration Chair

The role of the arbitrator consists of a triumvirate of responsibilities before, during, and after the arbitration hearing. Regardless of the stage of the arbitration process, the chair must be cognizant of the purpose and concepts of arbitration and the procedures of Act 312. The chair's responsibilities also varies with the experience of the parties. Those parties that have prior experience in Act 312 and are collegial may require less guidance and control by the chair. Conversely, those parties that lack that requisite knowledge and have demonstrated a great deal of hostility may subsequently require more ongoing activities or actions by the arbitration chair.

Independent of the degree of experience displayed by the parties, one of the most basic responsibilities during the entire arbitration phase is that the neutral chair maintains the professionalism and integrity of the arbitration

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Public Act 312 requires that the neutral chairperson has fifteen days to schedule a pre-hearing arbitration conference with the other members of the arbitration panel. If necessary, this may be conducted by a telephone conference call. To adequately prepare for the pre-arbitration conference, the chair must determine what their role will be in the context of what issues are present and how they can assist the parties in resolving the employment contract. This will require the chair to review the activities and events that led to the petition for arbitration including the request for mediation, the original petition for arbitration, and any other information and documents that were written between the parties and MERC, if available. A review of the history of the parties in dispute could also assist the chair in gaining a comprehensive understanding of the bargaining environment and malingering issues that may have promulgated the current petition for arbitration.

Other administrative skills are also performed at the pre-hearing stage. The chair is responsible for defining the role of the arbitration panel and determining the procedural format of the hearing. The chair, for example, solicits the parties to agree upon and determine where the arbitration hearing will be held (i.e. a "neutral" location), and on what days, while estimating how many days the hearing will encompass. This scheduling may prove to be difficult as the chair must balance their schedule with all the persons that have an interest in attending the hearing including those individuals representing the municipality and union. As Act 312 requires that an official

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The chair should also assemble all documents and evidence needed for the arbitration hearing. This requires the chair, along with the delegates, to determine and identify what issues will be heard and if they are economic or non-economic in nature. The arbitration panel may also agree upon the use of exhibits and other forms of evidence, including comparables. The parties and chair may also agree upon using stipulations (that are general agreements on issues and evidence applicable in the hearing) to expedite the arbitration hearing. The chair could also issue subpoenas, arrange for depositions and determine whether oral arguments or written briefs will be submitted to the panel chair ("Administration of...." 1993).

The primary responsibility of the chair in the arbitration hearing stage of Act 312 is to provide a fair and adequate hearing. Act 312 requires that the arbitration hearing should be concluded within thirty days from the time of the filing of the petition for arbitration, unless the parties agree to another timetable format. Another responsibility of the chair is to keep the hearing moving forward and expeditiously by focusing on the central issues identified at the pre-arbitration hearing.

The chair is also responsible for maintaining the proper decorum and maintaining a collegial environment at the hearing. As the fundamental goal of arbitration is to amicably resolve the contract dispute, the hearing should remain informal in comparison to legal proceedings. Therefore, rules of evidence are not strictly followed. All evidence can be submitted and it is the role of the arbitration chair to consider the weight of the evidence based on its value or "face" (Kruger, 1992).

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The function of the arbitration panel in the hearing is to choose between the last best offers of the parties on each economic issue. In doing so, each party submits to the arbitration panel their last best offer of settlement on each pre-determined (agreed upon by the parties) economic issue. Based on the evidence presented at the arbitration hearing and on the requirements set forth in Section 9 of Act 312 (see Appendix A), that defines or sets forth the factors on which a decision can be based, the arbitration panel renders a decision or award based on the majority of the vote for each issue in dispute.

Usually the neutral arbitrator has the deciding vote as each party's delegate tends to vote for their own offer. In terms of issuing awards, awards are determined on the material and substantial evidence based on the whole record or facts presented during the arbitration proceeding (Kruger, 1985). Non-economic issues, meanwhile, are determined through conventional arbitration -- not on the last best offers of the parties. This requires the arbitration panel to engage in conventional negotiation strategies to fashion the award or decision (Kruger, 1981).

Other common activities the chair is involved with in the arbitration hearing includes overseeing and monitoring various stages and activities in the hearing including: the opening statements by each party; the presentation of evidence; swearing in witnesses; issuing subpoenas; monitoring the cross-examination of evidence; framing issues and questions; and, hearing the summations by both the parties. The chair should also assure (if necessary) that witnesses are helped to clearly express what they know, while making judgments as to the character of witnesses and other forms of evidence. The chair may also reconcile conflicting testimony and engage in some questioning of the issues present to assist them in writing the award.

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Because the arbitration hearing is a diagnostic resolution process, the chair should take a liberal perspective on the introduction of evidence, being careful no to bias the hearing. Both the panel and chair determine how much weight to give a particular piece of evidence when rendering a decision on the issue(s). Hence, each party should have the opportunity to present their perspective of the case or issues with the chair remaining neutral while keeping the hearing moving forward and interfering with the parties presentation of the issues.

The chair, at their discretion, can also take on the role of a quasi-negotiator. While not officially recognized by MERC or Act 312, the neutral chair can also take the role of a mediator-arbitrator. In this role, the chair may provide "suggestions" as to how the parties should vote on the issue, based on their perception or opinion of the issue. The chair also has authority to remand the dispute to the parties if they perceive that they have not adequately prepared for arbitration, or did not fully negotiate the issues to impasse. The chair can also call for adjournments, if necessary.

Following the arbitration hearing, the role of the arbitration chair changes to that of a legislator. Unlike in grievance arbitration where the arbitrator serves as a judge, examining and interpreting the substantive issues in the existing collective bargaining agreement, the chair in contract arbitration does not interpret an existing agreement. Instead, the arbitration chair creates a new employment contract from information presented at the arbitration hearing. According to the requirements set forth in Act 312, the arbitration award be written within thirty days of the adjournment or another period of time agreed upon by the parties.

While there are no specific guidelines in writing the award, the arbitration chair is to write and publish a complete and thorough arbitration

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In writing the award, the chair determines the relevancy, weight and authenticity of the evidence presented by the parties. Some of this evidence will include the (transcribed) record of the arbitration hearing, stipulations by the parties, comparables, testimony, exhibits, and joint exhibits. The arbitrator must also use the delegate's vote on each of the issues in dispute in their decision or award. Often, each party also submits a post-hearing brief (prior to the chair's decision) to the chair and the other party, presenting their positions and arguments for the chair to consider. If the award is not based on the record or evidence presented at the arbitration hearing, the award may later be vacated by a circuit court, if appealed by one of the parties.

Following the publication of an arbitration award, the chair is also responsible for the submission of the arbitration award to MERC. The arbitration chair is also responsible for disseminating and reading the award to the parties in dispute by holding a post-arbitration meeting. At this hearing, the chair presents their decision(s) or award to the parties in dispute. This, in effect, brings closure to the hearing as the rationale for the award is explained to the parties.

There is, however, one exception to the chair writing the award. This is known as memorializing the award. Memorialization of an award occurs when the parties mutually agree upon the new collective bargaining agreement during (or before) the arbitration hearing. For a variety of reasons (including financial and political based reasons or if the issues are controversial) the arbitrator is asked to write the award. This in effect, shields the delegates and parties from responsibility for the award. The decision,

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Additional Requirements

Other requirements established by MERC include proscribed time frames in the arbitration process to ensure timely arbitration decisions. Some of these time limits or guidelines include a fifteen day limitation from the time the petition is received by MERC and having the parties establish their arbitration panel representative, a thirty day time period to appoint the chairperson, and a three-hundred day period for the chairperson to submit the award or decision to MERC. As shown in Table 3, from 1990-1994 the proscribed time limits established by MERC for stages in the arbitration proceedings were seldom met.

Proscribed time limits are not met for a variety of reasons including activities related to the pre-arbitration process and activities that occur during the arbitration hearing. For instance, the complexity of the arbitration hearing may cause the parties to extend the arbitration time frame. Multiple issues, complex situations, extensive use of witnesses and experts, and motions for continuance by the parties may also prolong the hearing beyond the time limits.

Another factor that may result in not meeting the time limits set forth in Act 312 is that the parties may mutually agree upon another time frame to extend the arbitration hearing. This exemption is actually set forth in section 6 of Act 312 that states that the "hearing conducted by the arbitration panel may be adjourned from time to time, but, unless otherwise agreed by the parties, shall be concluded within 30 days of the time of its commencement...." This may occur because one or both of the parties may need additional time to prepare for the hearing or out of anticipation that the

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Year	Petition Rec
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parties will amicably settle the contract before the intervention of the arbitration chair and the invocation of the arbitration hearing. Hence, the Act offers some flexibility, as it balances the needs of the parties. Yet, it also assures a prompt closure through its leglislatively created timelines.

Table 3
Arbitration Time Frame Report
All Essential Service Groups
Michigan, 1990-1994 *

Year	Petition Received...	Total Cases	Time Limit	% Within Limit
1990	To Panel Assignment	80	15 days	13.8%
	Arbitrator Appointed	66	30 days	4.5%
	Award/Report Received	35	300 days	17.1%
1991	To Panel Assignment	68	15 days	5.9%
	Arbitrator Appointed	82	30 days	9.8%
	Award/Report Received	23	300 days	30.4%
1992	To Panel Assignment	85	15 days	12.9%
	Arbitrator Appointed	70	30 days	15.7%
	Award/Report Received	38	300 days	10.5%
1993	To Panel Assignment	87	15 days	17.2%
	Arbitrator Appointed	80	30 days	5.0%
	Award/Report Received	31	300 days	29.0%
1994	To Panel Assignment	75	15 days	29.3%
	Arbitrator Appointed	87	30 days	21.8%
	Award/Report Received	36	300 days	16.7%

* In days

Besides the determination of the award by the arbitration panel and chair, other alternatives exist to resolve the dispute even though arbitration has been requested. As displayed in Table 4, the majority of cases are settled by the parties after petitioning MERC for arbitration (53.4%), followed by an actual arbitration award (35.8%). This suggests that the petition for arbitration

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Year	Admin. Dismissal	V b
1990	4	
1991	3	
1992	1	
1993	3	
1994	1	
Total 1990-1994	12	
Total Percent	2.7%	

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may serve an impetus (or threat) for the parties to engage in more serious forms of bargaining to avoid an arbitration award. Other alternatives that exist during the arbitration stage can include administrative dismissal by MERC if it is perceived that the parties had not bargained to impasse, either party withdrawing their request for arbitration, or the case being settled through mediation.

Table 4
Method of Settlement
All Essential Service Groups
Michigan, 1990-1994 *

Year	Admin. Dismissal	Withdrawn by Parties	Settled by Parties	Settled in Mediation	Arbitration Award	Total
1990	4	5	52	2	34	97
1991	3	1	63	2	23	92
1992	1	5	37	4	37	84
1993	3	4	45	1	30	83
1994	1	8	40	4	35	88
Total 1990-1994	12	23	237	13	159	444
Total Percent	2.7%	5.2%	53.4%	2.9%	35.8%	100.0%

* The total number of cases heard does not coincide with the total frequencies in Table 2 because cases may be heard in different years from which the petition for arbitration was received by MERC.

Act 312 also provides a great deal of power to the arbitration panel by limiting judicial review of the panel's decision. Section 10 of Act 312 states:

> A majority decision of the arbitration panel, if supported by competent, material and substantial evidence on the whole record, shall be final and binding upon the parties, and may be enforced, at the instance of either party or of the arbitration panel in the circuit court for the county in which the dispute arose or in which a majority of the affected employees reside.....

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Hence, if the municipality fails to abide by the award, it can be enforced by having the arbitration panel or either party appeal the award in the circuit court in the county where the dispute occurred or where the majority of affected employees live. An arbitration award, however, differs from court decisions in the context that prior awards have no precendential value. Thus, the courts cannot refer to earlier arbitration awards or cases for guidance.

For an award to be overturned by the courts (according to § 12 of Act 312) it must be demonstrated that the arbitration panel exceeded their jurisdiction, or "the order is unsupported by competent, material and substantive evidence on the whole record; or the order was procured by fraud, collusion, or other similar and unlawful means...." The award must also be based on the record made at the hearing to stand up to court challenges. If not, the court will overrule the arbitration award (Kruger, 1985). According to Berrodin and Kurbel (1980), parties seldom appeal the arbitration award.

Conclusion

Without attempting to overstate the importance of this dissertation, this study is significant for several reasons. First, the terminal goal or preferred method of a contract negotiation in any collective bargaining experience is to create a mutually agreed upon contract that is acceptable by all the parties involved. Arbitration defeats this as conflict may exist after the creation of the contract by the third party. Although labor peace is achieved, relations between the parties may be strained, affecting the employment relationship, productivity and future contract negotiations. As a consequence, it is important to determine what, if any, factors inhibit the collective bargaining experience.

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Second, a current need exists in the field of police labor relations to examine compulsory arbitration in a comprehensive dimension, as a large amount of the existing research on compulsory arbitration is descriptive, while the balance has yet to fully investigate those factors that lead to arbitration. This lack of research was best illustrated by Crawford (1981) who indicated that "to design better arbitration schemes, and better bargaining environments in general, impasses must be avoided as possible; to avoid impasses, one must understand what causes them" (p. 209).

A third reason for this research is the strength of the methodology. This study combines elements of descriptive, exploratory and explanatory research with qualitative and quantitative data. This research will be achieved by examining the arbitration process, survey research and archival data. This method is well suited to a topic that has not been studied in any detail. Though not a formal test of a theory, this method has an advantage. Babbie (1983) asserts that the value of a less formal approach is that "structured inquiries may overlook relationships not anticipated by formal hypotheses" (p. 93).

This approach will be a significant departure from existing research on compulsory arbitration. This research will focus on the actual elements in the collective bargaining process that leads to a negotiated contract or arbitration. It is anticipated that this type of research will provide a greater understanding concerning what factors lead parties in the essential services to arbitration in the state of Michigan.

It is anticipated that by structuring such a model, parties will be better able to understand how their behaviors, organizational dynamics, and environment interact or affect the collective bargaining process. By determining what factors or variables lead parties to arbitration, intervention

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techniques can then be created to alleviate the number of parties going to arbitration, improving the overall collective bargaining process and experience for the parties involved.

Chapter 2
Review of the Literature

History of Compulsory Arbitration

Both rights and interest arbitration are quite old. Nolan and Abrams (1983a) write that as early as the 17th century, England had a process similar to modern labor arbitration. As early as 1640, Colonial courts were using arbitration to resolve disputes over wage rates (Nolan and Abrams, 1983a), and early leaders such as George Washington called for arbitration if there was a dispute over his will (Elkouri & Elkouri, 1985). LaRue (1987) also indicated that an early use of interest arbitration was in the 18th century in copper mines in the state of Connecticut.

Private Sector Growth

It was not until the 19th century, however, that interest arbitration was used by U.S. labor organizations in the private sector. With the growth of unions after the Civil War, there was increased demand by labor to have interest arbitration. In 1871 the Workingmen's Benevolent Association selected a neutral to decide their terms and conditions of employment. The Knights of Labor in the 1880's also supported and called for legislation to enforce the decisions of arbitrators, and the Amalgamated Association of Street Railway Employees of American in 1892 also called for voluntary arbitration (La Rue, 1987). Labor leaders such as Samuel Gompers were in favor of voluntary arbitration over the creation of contracts. Industrialists such as Andrew Carnegie also supported voluntary arbitration with a binding

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decision. Generally, however, during this period employers were quite opposed to unions and accepted them only under great pressure. Hence, arbitration was accepted even less by the employers than the thought of a unionized workforce (Nolan and Abrams, 1983a).

Regardless of the animosity that existed between employers and unions, influences from the federal government resulted in arbitration being adopted and used in those vital economic sectors considered vital to the United States. One of the first industries to experiment with arbitration, at the request of the government, were the railroads. The first federal law regarding arbitration for railroad disputes was the Arbitration Act of 1888. This Act called for a panel of three arbitrators - one chosen by each side and a neutral to prevent the strikes of railroad workers over the negotiation for a new contract (Nolan & Abrams, 1983a). Later in 1898, the Erdman Act replaced the 1888 Arbitration Act that established a permanent machinery for mediation and arbitration (LaRue, 1987). Likewise, the Newlands Act of 1913 created a permanent three member board that could intervene without either party requesting assistance. This Act also allowed parties in the interest dispute to select a three person arbitration board. If the parties did not select an arbitration board, a six person arbitration board would be selected by the Board of Conciliation and Mediation. In 1920, the Transportation Act was passed that included components similar to contemporary compulsory arbitration. However, decisions rendered by the nine-member Railroad Labor Board were not legally enforceable. Later, in 1926, the Railway Labor Act was created. Amended in 1934, this Act called for a five member Board of Mediation that was empowered to engage in interest arbitration and render a binding decision on the parties. This Act, with it's 1934 amendments, still

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Paralleling the earlier successes by the government in the railroad industry, institutions, now without the prompting of the U.S. government, attempted to introduce arbitration as an impasse resolution technique. These included the coal, newspaper, textile, and clothing industries. As early as 1871, a neutral was selected to determine the terms and conditions of employment between the Anthracite Board of Trade and the Miners' Workingmen's Benevolent Association in Pennsylvania. One of the more significant advances from the textile industry in grievance arbitration was the "Protocol of Peace." Established by Louis D. Brandeis in 1910 as an alternative to the strike, a Board of Arbitration would now have a final and binding decision on whether a strike or lockout could be called (Nolan & Abrams, 1983a). Later, in 1911, an agreement between Hart, Schaffner & Marx and the United Garment Workers resulted in the settlement of the strike while creating an arbitration board for contract disputes (Nolan & Abrams, 1983a).

Other attempts at interest arbitration also emerged in the private sector at this time. The National Civic Federation grew out of the Chicago Civic Federation at the turn of the 20th century. At their 1901 convention representatives of industry and labor, for the first time, agreed in advance that there should be a third-party dispute resolution technique established in advance of any dispute, with an emphasis over interest disputes rather than grievance or contract disputes (Nolan & Abrams, 1983a).

Although interest arbitration was present in many of these early attempts, the majority of the early impasse activities were geared toward grievance arbitration. It was not until World War I when the United States government actively used interest arbitration by establishing the National

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War Labor Board (NWLB) to assure that no strikes would occur in the essential or defense-related industries. Operating through adjustment boards created for specific industries, the NLWB and its boards proved to be significant in the promotion of labor peace because they could intervene in any labor dispute. They also had both conciliation and arbitration powers. However, the NLWB had no enforcement powers. Nevertheless, over the course of its existence the NLWB resolved more interest than grievance disputes. These actions by the War Labor Board proved that arbitration was a feasible impasse resolution tool to ensure labor peace (Nolan & Abrams, 1983a).

The first major use and advance of interest arbitration was not until the origins of World War II. In 1940, President Roosevelt established the National Defense Advisory Board that relied upon mediation and persuasion to prevent labor unrest. As this Board lacked power to resolve disputes, in March, 1941, a new organization called the National Defense Mediation Board (NDMB) was created. The NDMB was authorized to make investigations, provide recommendations, and assist parties in establishing dispute resolution systems. Again, however, the recommendations made to the parties were not binding. They were only "stern" recommendations, based on threats or intrusion by the government that resulted in the NDMB being unsuccessful to prevent strikes. In January 1942, with the United States having declared war on the Axis Powers, the War Labor Board (WLB) was established which was now empowered with final and binding decisions on the parties (Nolan and Abrams, 1983b).

The WLB was established by Executive Order to ensure that products and materials needed for the war effort would not be disrupted by strikes (Kruger, 1981). To achieve this, over one-thousand mediators, fact-finders

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and arbitrators were authorized by the twelve member War Labor Board to assume jurisdiction over any labor dispute that would impair the war effort. The major philosophy of the WLB was that the parties should choose their own procedure(s) for resolving disputes. If disputes were not resolved by the parties, however, then compulsory arbitration would be used and the twelve member Board would render a binding decision (Nolan and Abrams, 1983b).

Although the majority of efforts arose from the attempts of the federal government, state and local governments also began using arbitration in the nineteenth century. In 1878 Maryland passed legislation that provided for local arbitration (LaRue, 1987). Likewise, Nolan and Abrams (1983b) indicated that by 1900, twenty-five states had legislation related to arbitration. During the World Wars many of the states also passed legislation preventing strikes. With a new and unprecedented strike wave in 1947, some states also passed compulsory arbitration statutes to control strikes in the essential public services. The majority of these laws proved to be unsuccessful as they interfered with federally regulated industries such as the utilities, and they were often applied in situations which did not prove to be true public sector emergencies (Nolan and Abrams, 1983b).

Public Sector Growth

Since the public sector is not covered by the National Labor Relations Act (NLRA), collective bargaining for public-sector employees had to be granted on a state-by-state basis. The main impetus for states to adopt collective bargaining rights for public employees was in response to the federal government. In the late 1950's and early 1960's, federal employees began to demand to be allowed to bargain over the terms and conditions of their employment. Eventually, in 1962, with the origination of Executive Order 10988 by President Kennedy, federal employees were granted the right

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to collectively bargain (Lowenberg, 1982). At about the same time, states also began experimenting with public sector bargaining, with Wisconsin in 1959 being the first state to grant bargaining rights to public sector employees (Chvala & Fox, 1979).

With the granting of collective bargaining rights, states also had to address the issues and controversies related to the strike. Unlike in the private sector, the costs or consequences of a public sector strike could be quite costly in terms of services lost and the risk of injury to society. This was based on the fact that the nature of the public sector made it difficult to inventory their products as governments provide non-tangible products or services, while the production of such activities usually are performed in a monopolistic setting, with no competitors to compensate for the loss of the production of such services (Chelius & Extejt, 1983). Because of this problem, it was soon recognized that the right to strike would have to be limited.

As indicated by Petro (1992), the majority of the public sector bargaining statutes were passed between 1968 and 1975. These statutes were met with little resistance because of union pressures and the premise that "workers without strong unions are bound to be abused by employers, and that such abuse is likely to occur in the public as in the private sector" (p. 17). Public sector interest arbitration also gained acceptance because proponents of public sector bargaining referred to the benefits provided to private sector individuals via the Wagner Act as well as Kennedy's executive order 10988 that encouraged collective bargaining in the federal government.

Feuille (1979) reports that the first state to adopt compulsory arbitration was Wyoming in 1965. Currently, the majority of states that do have interest arbitration statutes are in the northern industrialized states. According to Petro (1992), the majority of states which have compulsory arbitration are the

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Northeast Tier states consisting of New York, Rhode Island, Connecticut, Massachusetts, Michigan, Pennsylvania, Delaware, Wisconsin and Minnesota, to name a few. These Tier states are also the most highly unionized in both the private and public sectors. Thus, interest arbitration can be attributed to union pressures which resulted in public sector bargaining statutes. Southern and Western states, meanwhile, have the lowest public sector arbitration impasse statutes (Feuille, 1979).

History of Act 312

The history of public sector bargaining in Michigan closely parallels the development of interest arbitration in the public sector. In 1939, the Michigan legislature recognized the right of private employees to collectively bargain who were not covered or recognized by the National Labor Relations Act. In doing so, the Michigan legislature also created the Labor Mediation Board to oversee the new legislation. Eventually, this Board became the Michigan Employment Relations Commission (MERC) (Howlett, 1984). Later, the Hutchinson Act of 1947, or Public Act 336 was passed, granting employees the right to meet and confer and the right of representation and organization. Although the act called for mediation and fact-finding, the right to strike was prohibited and made illegal (Stern, et. al, 1975).

Beginning in the early 1960's interest groups representing public sector unions such as the Fraternal Order of Police (FOP), and the Michigan State Firefighters Union (MSFFU) began to lobby for the revision of the Hutchinson Act to increase their collective bargaining rights (Stern, et al., 1975). Eventually, in 1965, the Hutchinson Act was amended by Public Act 379, known as the Public Employment Relations Act or PERA. This granted public employees the right to unionize or collectively bargain. Public

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employers were now also required to engage in collective bargaining. Act 379, however, still prohibited or banned the right to strike (Bezdek & Ripley, 1974).

Regardless of the strike prohibition, some public employees in the police and fire professions did strike or engage in work slow-downs (Stern, et al. 1975). As a consequence, in 1966, an advisory committee was formed to investigate and provide recommendations for strike activities by essential services' employees. This committee recommended that compulsory arbitration be experimented for a two-year period for police and firefighter strikes. However, the two bills that were submitted to the state legislature were never passed.

Eventually, in 1969, increased lobbying attempts by the Michigan State Firefighters Union resulted in the Michigan Legislature passing the Compulsory Arbitration Act, or Public Act 312 (Stern, et al. 1975). This Act provided for binding interest arbitration for a three year trial or experimental period (Kruger, 1985) conducted by a tripartite panel with a neutral selected by the party's representatives (Stern, et al. 1975). The initial act called for conventional arbitration on all issues in dispute. Although supported by police and firefighters, public employer associations such as the Michigan Municipal League, the Michigan Association of School Boards, the Michigan Association of Counties, and the Michigan Townships Association opposed both collective bargaining and compulsory arbitration (Berrodin & Kurbel, 1979).

In 1972, Act 312 was reviewed and extended with modifications for three more years. Now, the arbitration panel could remand cases to the parties when it was felt that good faith bargaining had not occurred. Due to increased criticism that arbitrators were able to compromise or "split the difference" between the positions of the parties, the 1972 amendment also

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called for last best or final-offer arbitration on each economic issue (instead of by package) to avoid situations where it was perceived that conventional arbitration resulted in the arbitration panels having too much discretion in determining awards. Non-economic issues, however, were still to be determined through conventional arbitration (Berrodin & Kurbel, 1979).

Later, in 1975 the Act was extended indefinitely. Issues regarding the constitutionality of Act 312 also arose in the 1975 case of Dearborn Firefighters, et al. v. City of Dearborn, 394 Mich. 229, 231 N.W.2d 226 (1975) which questioned the existing practice of panel members selecting the neutral chairperson. In 1976 the Michigan legislature amended Section 5 of the Act that required that the Michigan Employment Relations Commission would maintain a list of arbitrators from which the neutral chairman would be selected. Known as Act 84, MERC is now responsible for maintaining a list or panel of arbitrators who were required to take an oath of office in support of the State Constitution to classify them as state agents (Berrodin & Kurbel, 1979). Section 2 of the Act was also amended which brought emergency medical service (EMS) employees who were employed by protective service agencies into the Act. In 1978, 911 operators or dispatchers were incorporated into the Act and awards were now granted retroactively to the commencement of any fiscal year.

In 1984, new procedures were established by MERC to assure that parties engaged in meaningful negotiation and mediation prior to enacting Act 312. These procedures included that the impartial chairperson could call a pre-conference hearing to determine what issues needed to be resolved; a petition for arbitration detailing the number of bargaining and mediation sessions already engaged in; and, transcripts of the hearings that resulted in the last offer or briefs submitted (Kruger, 1985).

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Issues Regarding the Legality of Compulsory Arbitration

With the introduction of compulsory arbitration, one of the major challenges was that compulsory arbitration state statutes were unconstitutional. Usually these issues were related to the delegation of authority to the arbitrator, violation of local home-rule powers or the failure to define the powers of arbitrators.

Unlawful Delegation of Authority

As indicated by Kruger (1981), one of the principle challenges against arbitration has been that "binding interest arbitration statutes create an unlawful delegation of legislative power and discretion to arbitrators" (p. 361). This unlawful delegation of authority is premised on the fact that some state constitutions charge the legislature with appropriating public funds. As a result of the legislature having this sole authority, opponents to arbitration feel that the state cannot legally delegate their responsibilities to individuals such as arbitrators. That is, the decision making power(s) granted to arbitrators is an unlawful delegation of power (Staduohar, 1974, Conant & Hundley, 1990). This in turn changes representative democracy "because it removes from the legislature the determination of government employees' compensation and working conditions" (DiLauro, p. 551). In fact, the State Supreme Courts of South Dakota, California, Colorado and Utah have found compulsory arbitration to be unconstitutional (Public Service Research Council, 1980).

Generally, the constitutionality of arbitration statutes is based on ripper clauses of state constitutions. These ripper clauses prohibit state legislatures from delegating "to a special or private body any power to interfere with municipal moneys or to perform municipal functions"

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(Kruger, p. 367, 1981). Thus, the issue of unconstitutional delegation of powers, in the absence of a constitutional provision explicitly prohibiting delegation is void. A state legislature can delegate authority to arbitrators pursuant to binding interests arbitration statutes if no ripper clause exists ("Public Sector", 1977).

Insufficient Standards

Another constitutional issue closely related to unlawful delegation of power is if there are sufficient standards to guide arbitrators in making a decision. That is, some individuals proposed that arbitrators had too much decision making power(s) or the state had not imposed any restrictions, guidelines or limitations on the parties. In the case, Harney v. Russo, 435 PA. 183, 255 A.2d 560 (1969), this issue was examined. Here, there was a constitutional claim that no standards were provided, resulting in arbitrators not acting in accordance with the law. The Pennsylvania Supreme Court, however, determined that the existing legislation called for arbitration to protect the public from police and fire strikes and other critical positions. The Court determined that this was an explicit enough statement, and that arbitrators could deal with each case on its own merits to arrive at a fair compromise.

Likewise, the decision in Warwick v. Regular Firemen's Association, 106 RI. 109, 256 A.2d 206 (1969), followed Harney and concluded that an arbitrator becomes a public person who is vested with the power of the state and is free to exercise their powers without the supervision and control of others. The Court also provided standards to prevent capricious activities by arbitrators. These included that weight be given to the public interest, and that comparisons of wage and hourly rates be compared to those of similar

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Home Rule

Another issue is if binding interest arbitration statutes violate home rule provisions. Home rule provisions allow each municipality to create or adopt ordinances or resolutions regarding their own concerns, property and government as long as they do not violate existing laws and the state constitution. Because binding interest arbitration statutes are state law, interest arbitration statutes are considered binding upon local municipalities ("Binding Interest", 1977).

This issue was discussed in the case of the State of Michigan in Firefighters Union Local No. 412 v. City of Dearborn, 394 Mich. 229 (1975) where the Michigan Supreme Court determined that Michigan's State Constitution granted certain powers of home rule to municipalities. However, this home rule was limited to the extent of the Constitution and the law. In Dearborn, the Court concluded that the legislature had the power to enact laws for dispute resolution concerning public employees, except for those employees classified under civil service. Those classified under civil service had to follow guidelines established by the Public Employment Relations Act (PERA).

Kruger and Jones (1986) in their analysis of compulsory interest arbitration referred to a case in Oregon which parallels that decision rendered in Dearborn Firefighter's. In LaGrande/Astoria v. PERB 586 P.2d 765 (1978), the Court (in determining home rule) concluded that a law designed to social, economic or other regulatory objectives of the state is predominant or prevails over policies preferred by the local governments. The only exception, however, is if the state law somehow infringes on or is

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irreconcilable with the municipality's freedom to choose its own political form. Since the state statute on arbitration was in the interest of the entire state and did not infringe upon "political form", the Court held that the statute did not violate the state constitution or home rule.

Taxation

Another constitutional issue is the power of taxation. The state constitution of Michigan states that the power to tax cannot be surrendered, suspended or contracted away. Since some arbitration awards may result in municipalities being forced to generate additional funds or taxes to cover the award, the issue could be raised that it infringes upon the constitutional rights of a municipality.

It must be remembered, however, that an arbitrator's award does not always mean that there will be an increase in taxes. The role of the arbitrator is to simply create a new employment contract. As a result, the arbitrator does not tax. In addition, as a response to this new employment contract the municipality has some options. They may have to increase their taxes, they could cut their budget, or they could refuse to pay the arbitration award, requiring that the award be taken to court and having the court place a judgment against the municipality (Citizens Research Council of Michigan, 1986).

Other Challenges

Other issues have been raised regarding the legality or constitutionality of arbitration. In this context, one constitutional issue is related to the fact that the arbitrator is a private party imposing a decision on a public agency. Again, it has been found that the arbitrator's public or private status does not have any bearing on interest arbitration statutes ("Binding Interest", 1977). Some individuals have also argued that compulsory arbitration contradicts

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the free enterprise system or is undemocratic in nature while destroying the collective bargaining process (Seinsheimer, 1971). However, by analyzing court decisions in states that have compulsory arbitration, Staddohar (1976) determined that courts have generally upheld the constitutionality of arbitration statutes.

The constitutionality of binding interest arbitration has also been challenged on the basis of the Due Process and Equal Protection clauses of the 14th Amendment of the U.S. Constitution. In terms of due process, judicial review of arbitration decisions are available which nullifies this position. Regarding equal protection, arbitration statutes have been challenged under the assumption that they violate the one man, one vote principle. This was discussed by the Pubic Service Research Council (1980) in Michigan that stated:

> Compulsory public sector collective bargaining diminishes citizen control of government by requiring elected officials to share what had been unilateral decision-making authority with unions. Compulsory binding arbitration completely destroys the concept of citizen control by turning over absolute decision-making power to third parties who are in no way accountable to the citizens of any governmental unit (p. 9)

However, arbitration statues are considered to be administrative in nature, and the one man one vote principle only applies to units that have legislative powers ("Binding Interest", 1977).

Court Cases Related to Compulsory Arbitration

Wyoming v. City of Laramie, 437 P.2d 295 (1968), was the first case to consider the constitutionality issue of mandatory arbitration for terms and conditions of a collective bargaining agreement in the public sector. In reviewing Wyoming's compulsory arbitration laws, the Supreme Court determined that the arbitration statute was legal for three reasons. First, if the

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terms and conditions of employment are dictated by a city, there is no collective bargaining occurring. Second, arbitration is not a municipal function simply because the city is a participant. Thus, arbitration proceedings cannot be deemed a purely municipal function as the city is only one of the parties in arbitration. And, arbitration panels do not make law (DiLauro, 1989). They simply execute or follow the law. Since the city was in itself a creature of legislation, the state can direct cities to submit labor disputes to arbitration. In itself, then, the consent or lack of consent by the city was considered immaterial.

Other state cases have upheld the vagary of state compulsory arbitration statutes. In City of Biddeford v. Biddeford Teachers Association, 304 A.2d 387, the Maine Supreme Court was split on whether a legislative policy with implicit guidelines created a standard that prevented arbitrators from inappropriately exercising their powers. Three justices felt that such a combination of law and regulations created a primary standard, while three justices indicated that the lack of standards did not protect the public from irresponsible exercises of power. Meanwhile, in Warwick v. Warwick Regular Firemen's Association, 256 A.2d 296, 1969, the Rhode Island Supreme Court determined that since there was a means of evaluating the standards used by a review board, Rhode Island's law was sufficient.

Other states, however, have gone to the extent of amending their arbitration statutes to make them more accountable. For instance, in 1976 the state of Michigan amended Act 312. Now, the Michigan Employment Relations Commission was empowered to keep or maintain a permanent panel of arbitrators, and arbitrators could only be selected from that panel. Through this process, it was believed that the arbitrators would be more accountable to the public, or there would exist a line of accountability that

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One specific case that examined the political accountability and the constitutionality of Act 312 was Dearborn Firefighters, et al. v. City of Dearborn, (394 Mich. 229, 231 N.W.2d 226, 1975). In this case, the constitutionality of an independent ad hoc tripartite arbitration panel was examined. Originally, each party was to select an arbitrator whereas these selected arbitrators would then choose the neutral third party arbitrator to serve as the chairman. If however, the two parties could not agree on an arbitrator, the chairman of the state labor mediation board would appoint the arbitrator. The Court determined that mandatory arbitration was constitutional. However, the use of independent ad hoc arbitrators was not. As a consequence, Michigan law was changed and it now stipulates that arbitration must be conducted from a governmental panel where arbitrators are selected by MERC instead of an ad hoc panel.

Judicial Enforcement

Arbitration can also be challenged after the award has been rendered by the arbitrator or arbitration panel in the courts. Courts in this capacity can take a narrow or broad review of the arbitrator's decision. They may consider if the award had procedural or substantive defects; if the award is illegal; if the arbitrator based the decision outside the facts or evidence provided by the parties; and, if the arbitrator ignored guidelines established by the arbitration legislation. Regardless of the infractions that could occur, Craver (1980) indicated that the courts have generally deferred to the decision of the arbitrator as long as the decision rendered has drawn its essence from the facts provided in the hearing. This secures the integrity of the arbitration process and limits judicial intervention, assuring finality in the arbitration process.

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On the basis of his analysis of those states that had enacted interest arbitration statutes, Craver (1980) drew some general conclusions on the judicial review and enforcement of arbitration awards. First, it was determined that judicial intervention can occur before and after the arbitration process. In the pre-arbitration stage, a party may contend that the issue(s) in dispute fall outside the scope of the arbitration legislation. Generally, this issue is related to if the subject is considered a mandatory subject or topic for bargaining, which may prove to be difficult to determine. The courts, however, have generally determined that if the issue is related to the terms and conditions of employment, then it is considered a mandatory subject for bargaining. In post-arbitration stages, arbitral misconduct does not automatically mean the courts will overturn the award. Fraud or corruption, however, will result in the award being overturned.

Complaints against Compulsory Arbitration

Hidden Costs

Some individuals have proposed that compulsory arbitration statutes are too costly in terms of administrative costs to taxpayers and to the parties involved (Petro, 1992). In fact, the Michigan Municipal League has determined that the overhead costs related to compulsory arbitration range from $10,000 to more than $50,000, depending upon community size, the number of issues going to arbitration, and the extent of the support staff needed in the arbitration process (Berrodin & Kurbal, 1979).

Besides these issues, McGinnis (1989) writes that there are some hidden start-up and administration costs associated with arbitration. There are costs associated with adopting the legislation, the creation of an organization to oversee or administer the program, actual operation of the program, the payment of arbitrators, and the costs of publicizing the awards. There are also

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Other process costs are related to the foregone leisure, lost earnings for negotiators, and the monetary cost of going to arbitration could be quite detrimental to small unions (Gerhart and Drotning, 1980). The form of arbitration, such as final offer, may also favor the union and harm the taxpayer because the union may inflate its proposal or position, anticipating that the arbitrator will grant their award far beyond what they could have achieved through the collective bargaining process (McGinnis, 1989).

There are other hidden costs involved in the award or decision. In many arbitration proceedings, decisions are made on issues other than wages. As a consequence, mandatory subjects of bargaining (such as pensions) may not have an immediate fiscal impact upon the governmental entity. It may, meanwhile, have an impact on the financial health of the government in the future. Other decisions may have political and process costs to both the union and management. An illustration of a political cost would be a non-monetary issue such as residential requirements for police officers. As indicated by Grodin (1976), a decision of this nature results in the arbitrator having the political task of assessing the impact of the proposed rules on the broader community and employee.

Wage Parity & Comparability

Other cost-related concerns are related to how arbitrators determine wages. One of the primary methods of determining wages for agencies is to compare that agency to similar agencies or jurisdictions. Known as comparability, some of the variables parties may propose for consideration include pay, benefits, geographical location, crime rate, quality of living, or any other factor(s) the party feels is relevant to their needs. Examples of

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contracts from other jurisdictions that are perceived to be similar to the jurisdiction under examination may also be important to present to the neutral third party arbitrator (Samavati, Haber and Dilts, 1991).

This process may also be called wage parity. Although this may appear to be the most feasible method of ensuring wage equality among departments, what occurs according to Grodin (1976) is that wages may become artificial as the wages paid by other public employers may also have been determined through arbitration. As a consequence, the process becomes circular in nature. Gallagher (1982) calls this the spillover effect where the arbitrated award on other bargaining units needs to be considered.

In an attempt to alleviate these controversies, Samavati, Haber and Dilts (1991) recommend that comparability be based on statistical credibility where information is quantified and standard deviations are examined. Arbitrators can also use decomposition techniques that sort out or select those jurisdictions from others that are also presented that are not the most comparable, as well as non-statistical credibility standards where the arbitrators use subjective standards to determine the credibility and applicability of the comparable jurisdictions.

Dissatisfaction with Arbitrators

Other individuals have indicated their concerns over the qualifications or competency of arbitrators. Zack (1983), noted that arbitrators need more substantive training to ensure that they will be effective. This training is needed because of the expansion of arbitration in the public sector, and the introduction of new arbitrators. In addition, the fact that older arbitrators are requested to perform arbitration outside their expertise, while being exposed them to new standards and external law different from the private sector necessitates additional training.

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McGinnis (1989) also writes that some arbitrators may have little or no knowledge of the operation of the services that they determine awards on and they may fail to consider the long term ramifications or costs of their awards. They must always keep in mind that the community will have to live with the award for years to come. Thus, the arbitrator's decision can result in an increase in taxes or the decease or elimination of services to offset the award. Kruger (1981) also indicated that many arbitrators lack experience in public sector to the degree that many have no understanding of public finance. Subsequently, there should exist some way of assuring that arbitrators meet certain standards of competence.

The integrity of the arbitrator is another issue to consider. One integrity issue is the flip-flop effect. In this situation, the arbitrator may award the decision to one party the first time and then give the other party the award in the next arbitration hearing (Kruger, 1981; Gilbert, 1987). Arbitrator benevolence is another complaint. As indicated by Posthuma (1991), the arbitrator may not be fully objective in nature. This may result in arbitrators feeling that they are expected to award "something more than the employer's offer" (p.55). Others question the overall motive of the arbitrator. Lieberman (1980) indicated that the third parties themselves are an interest group with a stake in the arbitration hearing, as they have an interest in the expansion of public-sector bargaining and arbitration.

Some individuals have also complained that arbitrators may exceed their authority. To prevent this, some states such as Michigan require that the arbitrator must consider the welfare of the public and the financial ability of the governmental unit to meet those costs (Posthuma, 1991). Alternatives to the discretionary powers of arbitrators was also proposed by Grodin (1976). To avoid the problems of arbitrators determining public policy, Grodin

recommended that wages could be determined on a precise formula based on objective facts such as parity with the private sector or cost of living increases. If this could be accomplished, then the role of the arbitrator would be more of a fact-finder or interpreter.

Chills Negotiations

Another complaint against compulsory arbitration is that it discourages good faith bargaining on the part of union and management negotiators. This is called the chilling effect (Stevens, 1966). This chilling effect occurs when one party believes it will receive a greater award from an arbitrator than through the collective bargaining process (Feuille, 1979, Kruger 1981, DiLauro, 1989). In doing so, the parties pay little attention to the actual bargaining process and consider it a preliminary step in the collective bargaining experience before reaching arbitration (McGinnis, 1989). What could be worse, according to McGinnis (1989) is that they "surrender crucial decisions on important matters to someone who has little first hand knowledge of the nature of their organization or the unique problems that it faces" (p. 38).

The chilling effect is only applicable to conventional arbitration and not to final-offer arbitration. This is because the arbitrator must select one side's last best offer or last best package, eliminating a great deal of discretion in fashioning the award (Kruger, 1981). Thus, one way to avoid the chilling effect is to make arbitration final-offer, where the arbitrator must select one or the other party's final-offer. In doing so, the parties may develop more reasonable positions, engage in good faith bargaining, and create their own settlement (DiLauro, 1989).

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Excessive Power

Feuille (1979) indicates that some individuals feel that arbitration provides unnecessary power to those individuals that already possess enough bargaining power. This is based on the premise that services offered by governments are monopolistic in nature, which results in unions having more bargaining power than the local government. Because arbitration laws apply to those groups with the greatest withholding power -- essential services -- and those groups with the most political power may not need arbitration to achieve a beneficial settlement.

Related to excessive power, the sovereignty of the municipality may be infringed upon or eroded with the introduction of compulsory arbitration statutes (Olmos, 1974; Petro, 1992) as budgetary and managerial decisions may be taken away from public officials (LaVan, 1990). That is, the policy-making responsibilities of the elected officials may be undermined by the collective bargaining and subsequent arbitration process, instead of having those appointed or elected to deal with such issues (Hirlinger & Sylvia, 1988). This loss of the policy-making ability could result in the arbitrator shaping social policy and social planning for the jurisdiction (Grodin, 1976). In fact, according to Grodin (1976), interest arbitration results in "a closed legislative process from which the play of political forces is excluded" (p. 682), or it could be interpreted as a process that is quasi-secret, as the parties may be insulated from the media or from council members who could place pressure on the parties to settle (Hirlinger & Sylvia, 1988).

Inhibits the Role of Government

Another criticism against compulsory arbitration is that it inhibits the role of government. Feuille (1979) indicated that compulsory arbitration results in the lack of accountability for public decisions because a non-elected

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third party who is not directly accountable for their decisions now determines the award of the arbitration proceedings. As a result, Feuille (1979) writes that arbitration may be politically undesirable because it reduces the accountability of resources and money, while also allowing public officials to elude or evade their responsibilities "by using arbitrators to absorb and constituent dissatisfactions with these decisions" (p. 72).

The Narcotic Effect

Another concern regarding compulsory is the narcotic effect. The narcotic effect exists when the parties feel that they can avoid responsibility for making a decision by allowing the issues to go to arbitration, where a third party is now responsible for the award (Neale & Bazerman; 1983, Kruger, 1981). Because of this, Feuille (1979) writes that the participants become "arbitration addicts" as they become dependent upon a third party to write their labor contracts. The narcotic effect can also exist in the pre-arbitration stages as parties could resort heavily on mediation and fact-finding.

Complaints Against Final-Offer Arbitration

Besides the general complaints against compulsory arbitration, other individuals have discussed problems specifically associated with final-offer arbitration. Grisby and Bigoness (1988) indicated that final-offer arbitration can result in a one-sided contract settlement while some arbitrators may be reluctant to award settlements on an "all-or-nothing basis" (p. 549.) This was also supported by Munchus (1992) who indicated that final-offer arbitration may be a winner-take-all process that subsequently results in contracts that are less equitable and responsive to the needs of the parties. Chvala and Fox (1979) also indicated that final-offer arbitration subverts voluntary collective bargaining because it steers the parties toward an imposed settlement as the ultimate goal of the process.

As previously indicated, the rationale behind final-offer arbitration is that the parties will voluntarily modify their positions to present the most favorable proposal to the arbitrator. Many times, however, it does not work in this manner. The parties may present over-inflated proposals to the arbitrator in anticipation that it will be accepted. This type of arbitration may also favor the union, as the union could inflate the proposal, hoping to achieve though the arbitrator what it could not achieve at the bargaining table (McGinnis, 1989; p. 40).

Crawford (1981) indicates that final-offer, either issue by issue or total package, creates a stable non-cooperative equilibrium. Although the intent of final-offer arbitration is to get parties to make serious concessions and reach their own agreements, this may not be achieved by final-offer arbitration in practice. This is on account of the fact that final-offer arbitration can only do so by forcing or driving the parties to what they feel that the arbitrator wants, leading to a settlement that is actually independent of the party's preferences. Thus, many contracts are settled under final-offer arbitration because the party's have perceived the arbitrator's wishes and conformed to them.

Other Negative Aspects

Another complaint about arbitration is that it inhibits the collective bargaining process. According to Feuille (1979), this assumption is based on the fact that one assumes that collective bargaining is the preferred method or decision making process. Nevertheless, as indicated by Posthuma (1991), negotiated settlements are at least a symbolic gesture between the parties that they have agreed upon the settlement. Compulsory arbitration will also not protect against wildcat strikes or walk-outs by employees (Feuille, 1979).

Political motivation by the union officials may be another impediment to the arbitration process. Since union officials are elected, it may be to their

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best benefit to seek arbitration as an indication that they are better than their incumbents, and they are truly fighting for their constituency (Posthuma, 1991). Political motivation may also "force" parties to arbitration. Kruger (1992) discussed the role of the arbitrator in memorializing the award that occurs when the parties have actually agreed upon a new contract. Because of the political ramifications involved in the new agreement, however, the arbitrator "determines" the award to insulate one or both of the parties in the dispute from public criticism.

Another complaint regarding arbitration is related to the statutory construction of the arbitration laws. If state arbitration statutes are weak, McGinnis (1989) indicated that parties may simply engage in surface bargaining and then send the important or crucial issues to the arbitrator. As a consequence, no true good faith bargaining occurs. There may not be any proactive means or procedure to enforce compliance of the award. Since arbitration awards are not self-enforcing, it may become necessary for the award to become enforced under state statutes (DiLauro, 1989).

Positive Aspects of Compulsory Arbitration

Although there may be some merit to the negative aspects of compulsory arbitration, other writers have also proposed that there are some positive aspects or outcomes related to compulsory arbitration statutes. Generally, these positive aspects are that labor peace is promoted, it may serve as a shielding device, and it equalizes the power of the groups.

One of the most positive aspects of arbitration is that assures the absence of strikes in essential services (Kovach, 1978; Feuille, 1978, 1979; Grodin, 1976; Kruger, 1985; Gilbert, 1987). According to Feuille (1979), this no-strike insurance policy, or "public interest protection function" (p. 66) assumes that the public has an interest in labor peace and that strikes by some

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public employees are inappropriate. The binding award also eliminates the opportunity for one side to conduct a work stoppage for terms more favorable than those determined by the arbitrator and the health, safety and the welfare of citizens is assured (Kruger, 1981) because the public does not suffer "from the loss of public services due to strikes and other job actions" (McGinnis, 1989; p. 47).

Although legislation exists in restricting or banning the use of the strike, often times, this legislation is not enforced. As a consequence, arbitration may be the only alternative to the strike. This position was discussed by Bent and Reeves (1987) who supported interest arbitration because it was the only means other than a strike or work stoppage where the parties are forced to compromise or meet with an arbitrator.

Arbitration may also serve as a symbolic deadline to the negotiations (Bent and Reeves, 1987). In the private sector, there is the propensity to continue negotiations, with the precept that if no contract exists, there will be no work. With the establishment of arbitration deadline, parties may be more motivated to settle. Hence, arbitration statutes indirectly serve as a symbolic deadline to the actual negotiations (Bent & Reeves, 1987).

Another justification for compulsory arbitration, according to Feuille (1979), is that the government is considered sovereign and exists to reflect the collective desires of the citizenry. Thus, the government should not have to participate in adversarial procedures that may favor some individuals over others. Arbitration may also serve as a shielding device as both union and management representatives are protected from interorganizational retaliation. This is accomplished by blaming the arbitrator for the outcome (Feuille, 1979).

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Arbitration may also reduce conflict between interest groups, particularly conflict between the public at large and the public employees. This is achieved through arbitration's finality, impartiality, compromising, and face-saving components (Feuille, 1979). In this capacity the arbitration process absorbs interest group pressures, leading to reduced levels of hostility in the bargaining process. Likewise, arbitration may also serve as a face saving device between management and the union as both are under pressure to compromise their positions (Kruger, 1985). This may prove to be very useful in large and financially strapped cities where the ability to pay by the municipality is low and where union militancy may be high (Lewis, et al., 1981).

Arbitration may also protect the parties from public criticism. Bent and Reeves (1987), indicated that many times both management and labor are compelled by external political influences. In order to prevent public criticism of their actions on the decision rendered, one technique would be to have a third party resolve the issue. This was also discussed by Stern et al. (1975) who also indicated that arbitration may serve to buffer or quell the political costs of an agreement, as city management can now defend that the arbitration award was forced upon them. This, in effect, displaces the criticism on the third party arbitrator while both parties are allowed to save face. This was also posited by Kruger (1992) who indicated that arbitration may serve as an escape for government officials in terms of granting pay increases to public employees without any repercussions.

Without arbitration, some individuals propose that the employee would be at the mercy of the employer. Because of strike prohibitions, collective bargaining may be a one-sided process as management could literally ignore the interests of the employee. Arbitration, however, serves to

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protect the interest of the employee, or it replaces the strike with similar strike incentives to maintain a balance of power, while also allowing employees to collectively bargain a contract (Gilbert (1987).

In doing so, arbitration will increase the employee's negotiating strength (Feuille, 1979) which may be particularly evident in situations where the unions are weak where the union may subsequently receive a greater award than without binding arbitration (Lieberman, 1980). Thus, arbitration will serve as a means to correct the perceived imbalance by eliminating management's ability to prolong or ignore third party recommendations, or impose their own demands.

There are positive aspects in terms of the financial costs of arbitration. Lewis et al. (1981) writes that arbitration is a much lower-cost route for seeking benefits than strikes, for strikes are risky and many engender negative public and managerial responses. Lewis also indicates that arbitration is a low cost power equalizer that increases the union's strength at the bargaining table.

Arbitration may also serve as a market leveling device. According to Feuille (1979) the arbitration process may serve as a "visible hand" acting as a market leveling device as employees of similar bargaining units will seek to be treated the same" (p. 69). This was also discussed by Delaney (1984), who described the leveling effect as a form of salary manipulation that has occurred because all of the parties involved in the process use the principle of pay comparability when justifying salary positions and awards. As a consequence of the parties using wage comparability, these comparisons cause police salaries to become more similar.

Arbitration according to Grodin (1976) also permits a more reasoned and studied exploration of issues than is typically possible in crisis bargaining.

DiLauro (1989) also writes that interest arbitration "substitutes judicial procedures for jungle warfare, because it is a civilized method of dispute resolution" (p. 551). Neale and Bazerman (1983), also indicated that negotiators may be more responsible under final-offer arbitration, since the actual parties determine the choices that the arbitrator must make. It also promotes greater amounts of information gathering and concessionary activity as both parties must anticipate the strategy of their opponent and the arbitrator. This in turn, that results in compromise activities and more negotiated settlements.

Alternatives To Arbitration

One alternative to the traditional format involved in compulsory arbitration is to establish arbitration panels. These are currently used in a limited capacity in the private sector for rights or grievance disputes. Instead of the ad hoc arbitrator that is assigned on a case by case basis, Staudohar (1976) recommended the establishment of permanent arbitration tribunals. This would allow greater consistency and control over decisions, while making the arbitrator more responsive to the electorate by allowing the electorate to retain it's power to effectively determine governmental actions in impasse situations. It would also eliminate the issue of the arbitrator's integrity as well as the variance in terms of training, experience, behaviors, and attitudes.

Other researchers have proposed that the aspect of finality associated with arbitration be used earlier in the alternative dispute resolution process. Kruger (1985) proposed that during the mediation stage of the impasse resolution process in Michigan, the parties should be required to submit their last best offer to the mediator instead of to the arbitrator at the arbitration

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hearing. Hard bargaining would then take place at mediation that would subsequently reduce the number of cases going to arbitration.

Some individuals have also called for the modification of the financial components in the arbitration process. Grodin (1976) proposed a residual model of arbitration. In the residual model, the arbitrator's discretion over monetary issues is limited by having the government in question submit their budget. With this budget, the arbitrator could then determine an equitable decision. Meanwhile, Crawford (1981) called for multiple final-offer arbitration. In this type of final-offer arbitration, each party can submit two final-offers, whereas the arbitrator chooses what party made the best two final-offers. The other party is then required to choose one of the two offers.

Donn & Hirsch (1983) recommended cost formula arbitration. Here, the parties in dispute are charged arbitration costs based on the number of issues that are brought to the arbitration hearing. As costs are now based on the number of issues, the authors feel that this will reduce the number of issues brought to the procedure. It would also provide good-faith bargaining and negotiations prior to the impasse procedure, while providing the arbitrator with more realistic information as a basis for the award.

Research on Compulsory Arbitration

Extensive research has been conducted regarding public sector arbitration. This research, however, has been fragmented and limited to some of the procedural aspects and consequences associated with the use of arbitration. Much of this research has focused on specific attributes of the arbitration process or has been conducted in controlled or laboratory settings. Other research, meanwhile, has been primarily descriptive, analyzing particular states that have adopted some form of compulsory arbitration.

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The Chilling Effect

One phenomena that has been researched is the chilling effect. This occurs when both parties do not bargain in good faith and to rely upon the arbitration process to finalize the contract. In one analysis, Somers (1977) found that final-offer arbitration did not lead to increased pre-impasse bargaining, but an increase in the reliance of third-party procedures, possibly indicating a chilling effect for negotiations as more police agencies reached impasse.

Personal Attributes/Characteristics Studies/Lab Studies

Munchus (1992), performed a review of the literature on the efficiency of third party intervention in contract negotiation. Citing research by Johnson and Tuller (1972), Munchus examined factors related to non-binding arbitration, conventional binding and final-offer arbitration, and the parties need to save face. Using male college undergraduates in controlled experimental settings, it was found that when the need to save face and the expectation of any kind of outside intervention was high, there was a decreased likelihood of agreement prior to the dispute resolution technique.

Similar findings were reported by Bigoness (1976) who also used college students in determining how the anticipation of third party interventionists affected the resolution of issues. This research found that the expectation of arbitration in conditions of low conflict facilitated agreement, while in instances of high conflict, third party intervention was actually detrimental. Munchus (1992) examined research by Notz and Stark and compared the behaviors of individuals associated with the expectation of conventional and final-offer arbitration. It was found that final-offer arbitration was better because it required concessionary and compromise behaviors. Conventional

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arbitration, conversely, gave parties a chance to exaggerate their demands in anticipation of a favorable compromise.

Impact on Budgets

Pursell and Torrence (1983) examined arbitration decisions in the context of arbitration's impact on municipal budgets and the control of budgets by appointed officials. By analyzing the city budgets for Omaha, Nebraska, from 1968-1980, the authors determined that decisions under compulsory arbitration did not shift resources to those areas. It was further determined that cities may lose some control over their resources in the short run or during that specific year when a decision is rendered. As a consequence, the budgeting process for the City of Omaha for that particular year was disrupted. The authors also concluded that Omaha did not lose any long-term control of their city budget as the result of compulsory arbitration. The findings suggested that the timing of an award could have a major impact on a city's ability to meet the award.

Feuille and Delaney (1986) examined the effect that compulsory arbitration has on police salaries. Using a sample of over 900 cities from 1971 to 1981, the authors examined the impact of collective bargaining, the available of arbitration, and the use of arbitration to determine if any these factors influenced police salaries. The authors concluded that the availability of arbitration had little positive effect on increased police salaries, while those salaries determined by arbitrators had no long-run advantage over salaries established through collective bargaining. Where the impact of arbitration was best observed was in the preservation or protection of salary advantages in the face of change rather than the creation of new advantages. Thus, instead of seeing arbitration as a determinant of police salaries, this research concluded that market forces may have more of an impact. As a result,

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collective bargaining and interest arbitration have independent and positive impacts on police salaries, but the environment or market forces are more important to salary determination.

Delaney, Feuille and Hendricks (1984) examined police salary data from 16 states to determine if interest arbitration would cause police salaries to level out or become similar over time. Using multivariate analysis the authors found that the dispersion of salaries narrowed from 1971-1981; collective bargaining or arbitration did not have a significant impact on the dispersion of minimum salaries; and arbitration had no effect on the dispersion of maximum salaries. It was also found that collective bargaining contributed to a modest wage leveling effect; and, minimum and maximum salaries became more and less dispersed according to states, suggesting market forces have a greater influence on police salaries than interest arbitration.

Bloom (1981) investigated the first two years final-offer arbitration was offered for police officers in the State of New Jersey. Controlling for officer rank, multiple regressions were performed where it was found that arbitrated settlements were not statistically significant from non-arbitrated settlements. It was also found that the resort to arbitration was random in nature; unions were risk-adverse; and, that public employee unions placed a greater emphasis on winning an arbitration case and less emphasis on the actual payoffs. It was also determined that final-offer arbitration did not result in abnormally high or low salary settlements in comparison to non arbitrated settlements. Tener (1982) later confirmed Bloom's findings, concluding that from 1978 to 1981 increases in wage settlements were not excessive when compared to the Consumer Price Index (CPI).

Connolly (1986) examined final-offer arbitration in the context of wage outcomes in Illinois and Michigan to determine if states with compulsory

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arbitration laws lead to above average wage settlements. Using a total of 76 cities in Illinois and Michigan, Connolly determined through OLS regression that wage levels in Michigan were 5.5 percent greater than in Illinois where no final-offer arbitration law existed. Connolly concluded that over time, states that have compulsory arbitration laws pay for labor peace through increased wage levels. Connolly's model, however, lacked important variables in the arbitration process including the degree of unionization, what union is present, and the degree of fringe benefits (such as pensions) in the cities that were examined.

Stern et al. (1975) also examined the impact of final-offer arbitration on police salaries in Michigan and Wisconsin. Using stepwise regression, it was found the salaries of police and firefighters rose between 1 and 5 percent. The evidence, however, was ambiguous in the context that final-offer arbitration raised wages because salaries were associated with cost of living, city incomes, density, public support of collective bargaining and alternative employment opportunities.

Timeliness

Examination of timeliness in arbitration is very limited. What literature exists, however, indicates that arbitration may take more time because of the increase in procedural activities that are associated with arbitration (LaVan, 1990). This was confirmed through research conducted by Champlin and Bognanno (1985) who analyzed 200 arbitration cases, finding that time spent in arbitration (in days) exceeded all other impasse procedures including negotiated settlements, mediation, and strikes.

Other research by Benjamin (1978) that examined 88 compulsory arbitration awards from 1973 to 1977 found that the average mean length of the awards exceeded one year. The Massachusetts League of Cities and Towns

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also concluded that the length of arbitration exceeded one year (Public Service Research Council, 1980). One explanation for this length of time was discussed by Kruger (1985) who indicated that a commonly cited reason for these delays is because arbitrators do not set aside enough time to hear a case.

Decision Making by Arbitrators

The decision making behaviors of arbitrators has been extensively researched. Olson, Dell'Omo and Jarley (1992), studied the decision making attributes of nineteen arbitrators in experimental and field settings. In the experimental setting it was found that factors related to accepting the union's wage offer included: comparable police bargaining units, working conditions measured by the crime rate, cost of living, the share of the community's budget allocated to the police, and the local property taxes.

In the field setting, decisions rendered by the same arbitrators regarding teacher disputes were compared against the experimental setting. The authors concluded that although there were substantial differences between the two data sets (the police had multiple issues, while the field decisions were only based on a single issue being wages), there was a high degree of consistency between the laboratory and field settings. It was determined that arbitrators use an expanded set of factors in reaching a whole package decision.

Delaney and Feuille (1984), also examined issues taken to arbitration and the role of the arbitrator in the arbitration proceedings. They found that arbitrators have considerable discretion in determining awards as more than 80 percent of the awards were issued under conventional or final offer by issue. This suggested to the researchers that the final offer by package was less attractive. It was also determined that both unions and employers were burdening arbitrators with more issues than the process was designed to

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handle. Both parties were also found to perceive interest arbitration as a low-risk method for seeking favorable contract terms, subsequently engaging in "issue inflation" to optimize their awards. The researchers also found that most of the issues taken to arbitration involve financial issues, while issues unique to law enforcement rarely go to arbitration. Arbitrators also reported that they were reluctant to rewrite police contracts and they viewed themselves as "conservative adjusters" instead of "innovative molders" of police union-management relationships.

Bazerman (1985), examined the decision making processes of arbitrators in terms of consistency of awards and the criteria that was important in their decision making. In doing so, the principles of distributive justice, absolute equity, equality, and anchored equity were applied. In the perspective of absolute equity, it was proposed that contract terms should be determined according to an absolute comparison with comparable agencies. With the concept of equality, Bazerman assumed that resources should be equally divided among the parties, while with anchored equity, the prior collective bargaining agreement would be the main determinant for the adjustment to the present wage demands. Using a sample of 69 arbitrators, each arbitrator judged 25 interest arbitration cases where the only unresolved issue was wages. Performing regressions, Bazerman found that the ability to pay was the most important absolute equity consideration, while the present wage, average collective bargaining percent increase and financial health of the organization were factors in the arbitrators decision making. Bazerman also found that each arbitrator's judgment was consistent across cases, and if arbitrators follow an anchored equity norm of distributive justice, conventional arbitration may inhibit the parties from "correcting conditions

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that are inequitable when judged by some absolute standard" (p. 569). Thus, final-offer arbitration may be a better system of arbitration.

Herrick (1983), examined the perceptions of 564 arbitrators who responded to twenty-four controversial arbitration statements in a lickert-styled format. Although the majority of issues were related to private sector rights arbitration, regarding public sector arbitration, Herrick found that the majority of respondents disagreed with the idea that the financial consequences or impact should be part of the arbitrators decision.

Nelson (1986), examined the impact of education, experience and occupation regarding the selection of arbitrators in the private sector. Nelson found that age was given little importance in the selection process of arbitrators by the union or management. The arbitrator's experience, however, was the most important factor, followed by the occupation of the arbitrator, with full time arbitrators being preferred by management and union representatives. Nelson also found that management and union representatives considered the background of the arbitrator, the decisions of arbitrators are related to their own background characteristics, and parties do not necessarily select arbitrators who will most likely decide in their favor.

Neale and Bazerman (1983), examined the ability of negotiators to adopt the perspective of their opponents in conventional and final-offer arbitration. Using 240 undergraduate students, the authors found that the negotiators and their opponents perspective taking ability affects the level of success in negotiations. It was also found that the more experience in negotiating, the greater the perception of control, while final-offer arbitration had more concessionary movement and the resolution of a greater number of cases than conventional arbitration. It was also found that the opponent's behavior influences the behavior of the focal arbitrator, leading to a

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conclusion that an increase or decrease in concessions is a function of the negotiators response to their opponent. The authors concluded that a practical application of their research is that negotiators may go beyond their own expectations. By understanding their opponents and their demands, their performance in rendering an appropriate decision is increased.

Grigsby and Bigoness (1988), studied the effects of a party anticipating mediation compared to different types of arbitration. By categorizing 84 male undergraduate business students into mediation/non-mediation groups, it was found that the type of arbitration being used affected bargaining behavior. Those individuals anticipating mediation prior to arbitration left more issues unresolved under conventional arbitration than any other group. It was also determined that the number of issues left unresolved if final-offer, issue-by-issue and no-arbitration had no significant differences. In the non-mediation groups, it was found that fewer issues were left unresolved under total package final-offer arbitration. They concluded that total package arbitration can reduce the chilling effect, and that conventional arbitration results in the greatest number of unsettled issues when negotiators anticipated mediation. When negotiators did not anticipate mediation, however, fewer issues were left unresolved under total package final-offer arbitration and the no-arbitration conditions, compared with conventional arbitration and issue-by-issue final-offer arbitration.

Another study on final-offer arbitration by Subbarao (1978), found that total package final-offer arbitration created an environment where genuine bargaining took place. In issue-by issue final arbitration, however, his laboratory simulation study found that negotiating was subverted by a process similar to conventional arbitration as negotiators expected compromises as the arbitrator could award one or more issues to each side.

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Schwochau and Feuille (1988) examined decision making by arbitrators in the context of distributive justice. Basing their research on the issue of equity, the authors collected interest arbitration awards from 16 states (n=345) to determine what factors arbitrators base their decision on (or their decision making behavior based on the police salaries). The authors found that the arbitrators referred to pay comparability first, then the employers ability to pay, and issues related to inflation/cost of living factors.

Acceptability of Arbitration

Acceptability of arbitration is based on the arbitration machinery that exists and on the perceptions of the parties. Unfortunately, very little research has explored the party's attitudes toward accepting the arbitration process as the alternative to the strike or other impasse procedure. In one study, Chelius and Extejt (1983) examined issues related to acceptability. The authors proposed that the parties' motivation or incentive to settle and to use impasse procedures must be examined in light of the perceived costs of continuing on to the next step in the impasse process.

The concept of self-determination, or the ability of each party to pursue their own goals or initiatives in the context of arbitration was also investigated. Self-determination, according to Chelius and Extejt (1983), decreases as the parties advance to impasse procedures which is the terminal step or process in the impasse procedures. As a consequence, processes such as arbitration serve as an impediment to self-determination, "negatively altering their attitudes toward their bargaining partners, the settlements and the entire impasse resolution process" (p. 330).

Examining the process instead of the actual outcomes in arbitration, Chelius and Extejt (1983) distributed surveys to negotiators in school districts in Indiana and Iowa to determine the attitudes of the parties bargaining

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under mediation and fact-finding in Indiana and with arbitration in Iowa. Using measurement scales that included goals, communication, negotiations, grievance handling, internal organization, evaluation, participation and administration, the authors concluded that there was no difference in attitudes toward bargaining opponents and the bargaining process in both states. The existence of an arbitration statute was not associated with less acceptable contracts by the parties, and both the union and management accepted the arbitration process in Iowa. The authors concluded that interest arbitration may be a useful feature of strike-substitute procedures.

Work Stoppages

As previously discussed, one of the goals of compulsory arbitration is to prevent strikes in the essential services. This was investigated by Hirlinger and Sylvia (1988) in their study of the impasse activities of public employees in the entire United States from October 1979 to October 1980. Based on the analysis of official data, the authors concluded that more impasses were settled by mediation. It was also found that states that provided for arbitration managed to avoid work stoppages. This was because of their existing impasse procedures.

Specific research on police departments has also been conducted. Ichniowski (1982) investigated work stoppages of municipal police departments in the years 1972, 1973, 1976, 1977 and 1978. Police strikes were analyzed with a pooled cross-section time series method with up to 862 agencies in any given year. Strike frequencies were also examined for 13 states which had legislated changes from the period 1972 to 1978. Ichniowski found that states that allowed for collective bargaining had fewer strikes than those states that had no law or outlawed collective bargaining. States with compulsory arbitration and duty-to-bargain rights for police also had

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significantly fewer strikes. It was also determined that among cities that switched from duty-to-bargain without binding arbitration, to environments with arbitration, the arbitration provision significantly reduced the use of the strike. Interviews also found that state agencies responsible for the administration of arbitration mechanisms should try to avoid delays in the arbitration process after the expiration of contracts in order to make arbitration as effective as possible in avoiding work stoppages.

Ichniowski's findings also determined that strikes were most frequent in the "no law" category that included those states that had no provisions for collective bargaining or where collective bargaining was illegal. In fact, only 6.2 percent of all strikes took place in environments that allowed for interest arbitration. Based on interviews, the most common reason for strikes were lengthy delays and frustration over the length of time that had elapsed since the contract expired. It was concluded that arbitration reduces the likelihood of strikes. This finding was especially clear in comparisons between duty-to-bargain environments with and without arbitration provisions.

Another goal of compulsory arbitration is to make the parties resolve their disputes without imposing a third party to resolve the issues for them. According to research by Kruger (1985) this has been successful in the State of Michigan. This is based on the fact that from 1976 to 1983, only 33 percent of the 785 petitions filed for arbitration resulted in an award being granted by an arbitrator. The balance resulted in settlement by the parties (46 percent or 356) or through mediation (14 percent or 113 petitions).

General Research - Individual States

New York

An extensive amount of research as been conducted in the State of New York. Kochan (1978) examined the development of the Taylor Law in

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the state of New York that called for compulsory arbitration for police and firefighters. Passed in 1977, and extending the law until 1979, Kochan's evaluation of the program found that police and firefighter unions were in favor of the extending of the Taylor Law on the grounds that it preserved labor peace. On the opposing side, however, the Conference of Mayors were concerned with the fact that arbitration took away the rights of labor and management to say "no" in collective bargaining since this right was now granted to inexperienced neutrals. Kochan concluded that it was the political power of the police and firefighter unions that extended the existing arbitration statute in New York.

Kochan and Baderschneider (1978) examined the impasse history of police and fire in the state of New York, hypothesizing that the switch from fact-finding to compulsory arbitration in 1975 led to an increase in impasse behaviors by agencies. In this state-wide study, the impasse history for police and firefighters between 1968 and 1976 was examined in terms of the rate of impasse for each bargaining unit and the probability of going to impasse in later rounds of bargaining, given that the parties went to impasse in earlier rounds. By examining rounds of bargaining rather than annual averages, regressions were performed on environmental, structural-organizational, and characteristics of the negotiators, and their relationships and their bargaining history.

The authors found that the probability of going to impasse increased at a faster rate than those that went to impasse in earlier years. Large cities, however, we not affected by the change to arbitration. Rather, the adoption of compulsory arbitration affected small and medium-sized cities. The arbitrators attributed this to the fact that large agencies had developed a pattern of heavy reliance on fact-finding. It was also determined that

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organizational and attitudinal characteristics of the bargaining relationship were more important characteristics of the bargaining relationship than the creation of the law. Problems that caused impasse were found to be carried from one round to the next and had spread to a larger number of relationships in each successive round of bargaining.

Based on their analysis, Kochan and Baderschneider (1978) concluded that the probability of impasse may be a function of whether or not impasse occurred in previous negotiations. They also found that since 1968, parties have experienced a relatively high and consistently increasing rates of dependence on third parties. This narcotic effect was most observable in the largest cities in the state. It was not clear, however, whether the narcotic effect exerted an autonomous impact on the probability of impasse.

New Jersey

Interest arbitration has also been examined in the State of New Jersey. Tener (1982) examined the Police and Fire Arbitration Act of Chapter 85 that allows parties to select their own form of impasse resolution or rely upon final-offer interest arbitration for economic issues and issue-by-issue arbitration for non-economic topics. Analyzing Chapter 85 over a four year period since its inception, Tener concluded that from the years 1978 to 1981 the number of petitions filed and the number of arbitrators assigned were relatively constant. The actual number of awards, meanwhile, declined from a high of 103 in 1978 to 65 in 1981.

Weitzman and Stochaj (1982) examined the attitudes of arbitrators in the context of the first two years of interest arbitration in New Jersey. Based on their interviews of 16 arbitrators who handled 174 interest arbitration cases, the authors found that arbitrators in the research perceived that parties had not engaged in meaningful bargaining prior to arbitration. It was also

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found that arbitrators exercised a large degree of discretion when handling arbitration hearings, based on the fact that the New Jersey statute allows for arbitrators to also serve in a med-arb capacity during the proceedings.

Rhode Island

In a study of compulsory arbitration in Rhode Island by Wortman and Overton (1973), twelve communities and those individuals involved in compulsory arbitration were interviewed to assess their perceptions of compulsory arbitration. They determined that the larger the population, the greater the trend toward compulsory arbitration; the larger the police department, the greater the trend; and, the formality of the compulsory arbitration hearing was contingent upon the personality of the arbitrator. The authors also determined that compulsory arbitration caused salary and grievance rates to increase. Through interviews, police representatives perceived that collective bargaining became more realistic as municipal officials became more distributive in their bargaining and presented their proposals and counter proposals more expeditiously. In addition, administrators reported that arbitration made them pay closer attention to collective bargaining, they felt it increased the power of the union, and reported that unions would now carry negotiations to compulsory arbitration more often, based on the belief that they could get more. Of interest was the fact that administrators responded that compulsory arbitration could serve as a relief mechanism for municipalities, as the arbitrator could now render an award that the public may not have approved of.

Wisconsin

Stern et al. (1975) conducted arbitration research in the state of Wisconsin that granted final-offer arbitration to essential services in 1972. Stern concluded that the majority of labor disputes were resolved through

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direct negotiations between the parties. Yet, it was found that major cities and suburbs relied more heavily upon arbitration, while those cities with less financial resources used or relied upon arbitration more heavily.

Stern also concluded that economically depressed areas outside of the cities and suburbs were less likely to settle through arbitration. The predominant method in these areas was for police to compare their wages relative to the incomes of the residents. This wage setting also resulted in parity or pattern bargaining for other jurisdictions in the area. It was also determined that only 10 percent of all disputes required binding arbitration awards. Through qualitative interviews, Stern also reported that the respondents felt that arbitration raised the wages of those lower paying cities and counties. In higher-paying cities, meanwhile, arbitration had no effect.

Ohio

Porataro (1986), examined Ohio's compulsory arbitration statute (that was passed in 1983), that is mandatory for police, fire, guards at prisons and mental hospitals, and employees related to the functioning of the courts. Using a cross-section of public sector jurisdictions, Portaro surveyed 742 public employers on their attitudes toward the entire impasse procedure under Senate Bill 133. It was found that time limits were the greatest concern as public employers noted that they were too restrictive. Employers also criticized fact-finding because it was not binding on the parties. Employers also indicated that the incentive for unions to bargain in good faith was reduced, and arbitration made one of the parties a loser, which could lead to poorer relationships during the length of the contract.

Graham (1987) examined public sector unionism in Cuyahoga County, Ohio, to ascertain unionization, union activities and the impact that Ohio's dispute resolution procedure had on impasse activities. Based on a

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questionnaire mailed to all local governments in the county, it was found the most frequently unionized department was the police. In terms of police unionism, it was also found that there was a great deal of union rivalry; and from 1984 to 1986, ten safety forces (police and/or fire) had used interest arbitration in the county.

In another study, Graham (1988) examined the effects of interest arbitration in Ohio from April 1, 1984 to October 31, 1986. Examining the 43 interest arbitration cases that occurred during this period, Graham concluded that the narcotic effect was evident. He also concluded that the most significant dispute in interest arbitration were wage increases, which occurred 88% of the time, and generally, the union had prevailed through a small margin in interest arbitration.

In a follow-up study of the narcotic effect in Ohio, Graham and Perry (1993) found that specific cities and unions relied more heavily upon arbitration than others. Basing their research on the frequencies of impasse activities, they concluded that the narcotic effect did exist in Ohio. This research, however, must be met with some skepticism as the researchers only looked at frequencies and failed to examine the underlying dimensions involved in the collective bargaining process.

Gilbert (1987) examined the actual procedures of Ohio's dispute resolution system which is issue-by issue and incorporates med-arb for the conciliator (the term for arbitrator in Ohio) who can mediate any time during the process. Gilbert concluded that some of the major problems associated with this dispute resolution mechanism was that the times allocated for the different impasse procedures was insufficient; mediation during the process was ineffective because of the limited time frame and authority of the

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arbitrator; and, that issue by issue final-offer arbitration resulted in the parties not prioritizing the issues as they would have in total package arbitration.

Massachusetts

Somers (1977) examined final-offer arbitration in Massachusetts. Although the data was limited because it included only 28 municipalities and only compared percentage changes for mediation, fact-finding and arbitration, it was determined that arbitration results in excessive wage increases, the mere threat of arbitration has an upward influence on negotiated settlements in terms of wage increases, and there is a "spillover" effect. That is, arbitration has indirectly benefited nonpublic safety groups in terms of the fact that employers must now seek some form of parity between themselves and public safety individuals. Somers also found that final-offer arbitration did not lead to increased pre-impasse bargaining, but an increase in the reliance of third-party procedures, possibly indicating a chilling effect for negotiations as more police agencies reached impasse.

Somers also determined that final-offer arbitration was not an incentive to engage in pre-impasse bargaining. It was determined, however, that impasse procedures such as mediation and fact-finding moved parties toward agreement and the total package requirement did not result in inequitable awards being issued. It was also found that the process was generally not accepted, outcomes favored the unions, and the average case took over one year to complete. Somers, however, did not take into consideration extraneous factors such as the political context and other variables in determining wage increases.

Iowa

Gallagher and Pegnetter (1979) examined the impasse resolution process in Iowa which proceed from mediation, to fact-finding and

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subsequent final-offer arbitration. They found that the three stage process created pressure on the parties to settle; that reliance on the impasse procedures were not high, indicating that a narcotic effect did not exist; fact-finding reduced the number of issues and cases going to arbitration; and, the convergence effect (the parties coming together on issues) of final-offer arbitration was moderately present. As this study was limited to the first two years of the introduction of compulsory arbitration in Iowa and because the impasse structure in Iowa differs from other states (fact finders can also be used in arbitration and it includes all public sector employees), generalizations to other states is limited.

Other States

A comprehensive study of police and firefighters in Oklahoma was conducted by Greer and Sink (1982) to examine the effectiveness of interest arbitration from the years 1972 and 1981. Using official data, structured interviews, and surveys, the authors determined that interest arbitration was invoked 11 times for police, work stoppages occurred 4 times, and police unions reported that they were less satisfied with the existing impasse procedure than were the municipalities. The authors concluded that the structure of the arbitration legislation that permits cities to reject the arbitrators' award could cause poor labor relations and union militancy.

Magnusen and Renovitch (1992) examined the use of voluntary interest arbitration in the state of Florida, which bases its award on an issue-by-issue basis. The authors performed a content analysis of fifty-one Special Master Reports submitted to Florida's Public Employment Relations Commission (PERC) from July 1986 to January 1988. Two-hundred ninety-seven impasse issues were categorized according to high or low acceptance of the arbitrators' findings by the parties. The authors concluded that issues

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related to contract modification, discipline/advancement, grievance arbitration, wages, insurance and wage extras were those issues where there was low agreement or disagreement. They concluded, however, that regardless of the disagreement on some issues, over half the impasse recommendations were jointly accepted by the parties. This indicated that the process was effective in preventing public sector strikes, while also allowing local control of the bargaining, as unresolved issues are turned over to local legislatures to be resolved under the impasse legislation.

Kleintop & Lowenberg (1990) conducted a longitudinal study of arbitration in the state of Pennsylvania. By examining 37 municipalities in a specific county over a ten year period, the authors were interested if compulsory arbitration limited the parties willingness to bargain in succeeding rounds - an indicator of the narcotic effect. By conducting Armitage tests on the data, the researchers determined that the existence of a narcotic effect remained ambiguous. That is, the findings were mixed as the tests indicated positive evidence of the narcotic effect in two arbitration awards in the last three rounds of bargaining. However, there was no evidence if negotiations ended with an award once in the last three rounds or once or twice in the last four rounds of bargaining. Thus, there were some cases where a narcotic effect was present, while in others, this effect was not present. These findings should be interpreted with caution as the sample size was relatively small and the research was limited to a specific geographical area.

Case Studies - Cities

In addition to the state of New York having interest arbitration, New York City also its own collective bargaining law which was examined by Anderson (1982). Unlike the state of New York, New York City uses impasse

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panels as arbitrators who are appointed by the Board of Collective Bargaining to ensure that competent arbitrators hear the cases. Analyzing data from the ten years since the law has been in effect, Anderson found that 53 or 8.4% of contract settlements relied upon the procedure. This finding suggested that New York City's impasse process did not chill collective bargaining while preventing strikes, as only three strikes occurred during that time period. A follow-up study by Anderson and Krause (1987) also found that from 1972 to 1987 only 8.3 percent of the 761 contract settlements used the procedure, while arbitrated salary increases were 6.45 percent compared to 6.52 percent for negotiated increases, suggesting that negotiated and awarded settlements were very similar to each other.

Fyfe (1985) examined six of the 434 cities in California that had arbitration requirements in their charters. Fyfe found that arbitration awards in cities such as Oakland, California, resulted in increased pay and economic benefits such as uniform allowances and non-economic changes in areas such as increased manpower. Fyfe also determined that other cities that used arbitration, such as Palo Alto, had increased pensions, while arbitration in Hayward, California, resulted in a distorted police salary structure in comparison to other city employees.

General Research - Multiple States

Feuille, Delaney and Hendricks (1985) also examined the impact that arbitration statutes have on police contracts. Using a national sample of 1631 police union contracts from 1975 to 1981, the authors performed multiple regressions on the data, finding that the availability of arbitration helped to guarantee favorable contract provisions for unions 16 to 71 percent of the time. It was also found that police unions that go to arbitration do not have significantly more favorable contracts than those that do not; police unions

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that used arbitration in prior years had less favorable contracts than those who negotiated their own contracts; while those unions with less favorable prior contracts have used arbitration as a means to catch up to other cities. The authors also concluded that a lengthier bargaining relationship does not contribute to more favorable police contracts. Through time series analysis, it was also found that the favorableness of police contracts is expanding or growing faster in non-arbitration than in arbitration states.

In another study conducted from 1978-1979, Gerhart and Drotning (1980) examined 54 municipal and school employer bargaining units in Iowa, Michigan, New York, Ohio, Pennsylvania and Wisconsin. The authors confirmed what they call the 'new toy" hypothesis. That is, they found some support that unions simply engaged in arbitration to see if they would receive any tangible differences in their settlement than if they simply negotiated the contract. Similarly, the authors also found what they called the "new weapon" hypothesis. They determined that some unions would push a dispute to arbitration regardless of if management was responding with a reasonable offer because the alternative was available.

After some experiences with arbitration, however, the authors also concluded that the aggressiveness by the unions dropped off. Ichniowski (1988) also conducted a multi-state research on strike activities and unionization rates to investigate if municipalities in states without public sector legislation would experience recognition strikes by police officers more often than those states that provided for public sector unionization rights. Ichniowski concluded that recognition strikes had no effect on recognition, raising the question of the actual power of the strike for public sector employees.

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In later research efforts in Iowa, Michigan, New York, Ohio, Pennsylvania, and Wisconsin, Gerhart and Drotning (1985) examined the attitudes of 189 participants to determine how the bargaining laws, bargaining pattern problems, the chief negotiator for the opponent, and the role of the political or other intraorganizational dynamics affected collective bargaining. Although the research was spread over many states, and included only 32 police agencies, several findings and subsequent recommendations were made by the researchers.

Regarding the arbitration processes in these states, the researchers found that preliminary procedures including mediation and fact-finding led to fewer cases advancing to arbitration. It was also determined that the criteria or factors arbitrators must consider when rendering an award were not detailed or specific, possibly creating problems for the parties involved as they could not properly assess their own cases. Delays attributed to the structure of arbitration also aggravated the other parties, possibly increasing their attitude for going to impasse. Meanwhile, the role of the arbitrator varied from state to state as some were more formal; and, arbitrators indicated that they did not like final-offer arbitration because they sometimes had to award outcomes that they perceived were irrational. Tripartite arbitration panels were also favored over single arbitrators.

Based on these findings, the researchers proposed some modifications to arbitration in the states under examination. It was recommended that arbitrators in those states that have mediation and fact-finding should not be encouraged to mediate. However, the positive effects of mediation were recognized where it was recommended that mediation should not be prohibited. The researchers also recommended tripartite panels be established; conventional over final-offer arbitration be used; criteria for

awards should be legislatively established; and, the needs of the parties and the environment they operate in should be considered when developing impasse procedures.

Research on Act 312

Some research has been conducted on Public Act 312 arbitration in Michigan. One of first extensive studies of Act 312 was conducted by Stern et al. (1975) in their multi-state study of arbitration in Pennsylvania, Michigan and Wisconsin from 1969 to 1974. Evaluating the arbitration process in Michigan from fact-finding to mediation, 114 police, 63 deputy sheriffs and 87 fire fighting units were analyzed to determine the extent and use of the new legislation. Some of the general findings included that awards were rendered more often in large than small cities, and the three groups of public safety employees requested arbitration at about the same frequency. It was also found that approximately one-third of the respondents indicated that they had considered using arbitration, petitioned for arbitration, or had participated in the final-offer arbitration.

As final-offer arbitration was recently introduced into Act 312 in Michigan during this study, the authors were also interested in the impact of final-offer arbitration on the collective bargaining process. It was found that the final-offer statute would not influence their forthcoming negotiations or increase the likelihood of going to arbitration. Alternative impasse procedures were also discussed where the majority of respondents indicated that fact-finding was the preferred impasse resolution technique for management, while conventional arbitration was the preferred alternative for the unions. Both parties also ranked the right to strike as a viable impasse resolution technique, while final-offer was ranked third among preference for the respondents.

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Some of the tentative conclusions included that: Act 312 provided a degree of equality of bargaining power; settlement by the parties was still used more than arbitration, as indicated by the fact that over half of the agencies had never filed for arbitration in the five year period, while two-thirds of the sample never had an award rendered. Thus, the existence of arbitration had not significantly eroded the ability of the parties to settle on their own. Arbitration also had no impact on the frequency of settlements or the likelihood of impasse. Final-offer arbitration was also found not to reduce the number of issues taken to arbitration. One of the complaints, meanwhile, was that the procedure cost too much.

Benjamin (1978) conducted one of the first comprehensive studies of Act 312 in terms of examining arbitrated awards. Examining arbitration awards from 1973 to 1977, Benjamin concluded that arbitration awards were not increasing in frequency; unions do somewhat better than public employers on first year salary increases and less on other economic issues; salaries reflect community income and tend to level out rather than increase; and, salary awards through arbitration are not substantially higher than negotiated awards. Through this descriptive analysis, Benjamin also concluded that since 1973 there have been more than 100 requests for arbitration per year, comprising 55 percent of the existing bargaining units in the state. Only 10-15 percent, however, resulted in a formal award, suggesting that filing for arbitration may be an impetus to engage in collective bargaining.

Berrodin and Kurbal (1979) provided a comprehensive analysis of the history, evolution, and frequency of Act 312 arbitration from 1973 to 1979. Citing extensively from Benjamin (1978) and conducting some frequency analyses, the authors determined that since 1973 there were 183 disputes that

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resulted in awards. Of these awards, 69 percent involved law enforcement agencies, 28 percent involved fire departments, and 55 percent of the first year pay increases favored the union. It was also determined that there was a slight increase in the length of arbitrated contracts as two and three year periods increased in frequency.

Austermiller and Fremont (1985) also conducted research related to Act 312 to determine the impact of arbitration on local municipal budgets. Using reported municipal expenditures and revenues that were submitted to the Michigan Department of Treasury from 1978-1984, the authors determined that total expenditures for police/fire was between 37 to 38 percent of total expenditures, while police services slightly increased their budgets from 27.1 to 27.7 percent. Analyzing the total dollar expenditures for departmental labor for villages, townships, cities and counties, the authors determined that arbitration increased the expenditures of police and fire agencies by $150 million per year.

In addition to expenditures, other factors related to arbitration were examined. It was found that 33 arbitrators issued 88 awards, or approximately 3 cases each, and the typical arbitration process took more than a year. In assessing the relationship between salary awards and local settings, the first year salary increases and the new salary was compared to population size, per capita income, and per capita state equalized valuation. It was found that higher salaries were awarded in localities with higher per capita income, and, to a lesser extent, localities with high property valuation. Population, however, did not predict salary at a significant level. Comparability was also examined where the most common factors used for comparability purposes included community size and adjacent areas.

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Bezdek and Ripley (1974) also conducted some early research into Act 312. The authors investigated a sample of 28 arbitration cases and 18 control cities from three different regions in Michigan that went to arbitration from the period 1969 to 1972. Using analysis of variance, no statistically significant difference was found between police and firefighter salaries that were awarded under collective bargaining or arbitration. Besides the fact that the sample size was small, this research was limited in its scope as the mean salaries were only compared, excluding other economic and non-economic factors. The actual influence that Act 312 had in terms of influencing cases settled through collective bargaining could not be determined.

Kruger (1985) also provided a descriptive analysis of Act 312 in the context of the bargaining history of the Detroit Police Officers Association and the City of Detroit, Michigan. In addition to providing an overview of Act 312, Kruger indicated the narcotic effect existed in collective bargaining history in Detroit, as from 1970 to 1983, the parties only collectively bargained one (the two-year) contract. Kruger also concluded that too many issues were present at the 1983 arbitration hearing (more than any other Act 312 case), little mediation took place, and the internal dynamics between the parties affected the hearing.

Other research regarding Act 312 has been conducted in larger, multi-state studies. Delaney & Feuille (1984), in their national sample of 343 police interest arbitration awards from 1970-1983 found that of the 33 awards in Michigan, the mean number of issues per award was 11.8. A similar study was conducted by Gerhart and Drotning (1980) who examined impasse procedures in Iowa, Michigan, New York, Ohio, Pennsylvania, and Wisconsin through a purposeful sample of 111 bargaining units and 54 municipal and school employers. Related to Act 312, the authors found that

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in the majority of arbitration cases, after an arbitrator is appointed , but before the award is issued, the parties voluntarily settle. The authors concluded that settlement occurred because arbitrators took a med-arb position, providing the parties clues as to how they will settle the contract. Because of the lack of no new arbitrators to serve on arbitration panels, the parties also reported that they perceived that arbitrators had pre-determined criteria for the settlement of issues at arbitration hearings, based on their earlier arbitration awards.

Studies of Other Professions Under Compulsory Arbitration

Besides the essential services, other states have arbitration statutes for other public sector employees. In his analysis of teacher strikes, Delaney (1983) investigated if the availability of arbitration or the right to strike increased bargaining outcomes for teacher salaries from the 1978 to 1981 school years in the state of Illinois, that did not have arbitration, and Iowa, which provided final-offer arbitration. Through multiple regression models, it was found that the use of the strike in Illinois positively affected subsequent salaries. Meanwhile, arbitration in Iowa did not affect teacher salary levels during the period of analysis. Delaney concluded that strikes and arbitration were used as a defensive mechanism instead of an offensive action to secure additional salary gains.

Tallakson and Wheeler (1984) examined interest arbitration the context of teacher disputes in Minnesota from October 1979 to July 1980. Examining 24 interest arbitration disputes, the authors were interested in how the parties objectively measured winning or losing. Based on their measurements, that determined if salaries were closer to the management or union nominal positions that would determine who "won", the authors determined that both the school board and teachers won 38% of the cases, while the results were indeterminate in 25% of the cases. The authors concluded that

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Wheeler (1978) also examined how compulsory arbitration affects the compromise activities of firefighters by comparing the amount of movement on issues which takes place in the presence or absence of compulsory arbitration laws. Comparing the existing wage at the beginning of negotiations, the opening offer by management, the union's opening demand, management's impasse offer, and the union impasse offer from 140 cities, two sets of measures were constructed. These measures examined the quantity of movement from the opening positions to impasse of the parties, and another measure which examined the distance between the parties' position at impasse, since opening statements could actually be meaningless.

It was found that there was less movement by management from their opening offer to impasse under compulsory arbitration than under fact-finding. However, union movement was not significantly different. It was also found that less movement occurred with compulsory arbitration than in fact-finding, suggesting that compulsory arbitration does have a chilling effect with firefighters. Wheeler admits, however, that there are weaknesses to the methodology and data as systematic differences in the original positions of the parties could influence the meaning in turn could be attached to the results.

Conclusion

As the review of literature has indicated, there has been a considerable amount of research that measures the compatibility of arbitration with public sector collective bargaining. One of the most commonly used methods in this

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prior research was the cross-sectional or longitudinal analysis of arbitration statutes, concentrating on arbitration within or across arbitration statutes.

Other research has examined the compatibility or functionality of arbitration. Generally, these studies have focused on a few dimensions of the arbitration process in terms of the narcotic effect, the chilling effect and the frequency in which arbitration was used. Other attempts, meanwhile, concentrated on budgetary effects, the timeliness of arbitration and the actual decision making processes by arbitrators. Other research, according to Farber, Neale, & Bazerman (1990), has consisted of theoretical representations of bargaining outcomes by economists and conceptualizations by behavioral scientists through controlled laboratory studies.

All of this research is consistent with Crawford's (1981) conclusion that arbitration schemes have been judged by three criteria. These have consisted of the quality of arbitrated settlements generated when negotiations break down, their freedom from bias, which is usually defined as the distortion of negotiated settlements away from what they would have been in ordinary bargaining, with both strikes and lockouts permitted; and the extent to which they create environments conductive to negotiated settlements.

Although interesting, these studies have resulted in a comprehensive but disjointed understanding of compulsory arbitration. As a result, there are some apparent weakness and issues which require further examination. One of these weaknesses is related to those factors that lead parties to arbitration. Hence, this research agenda will shift from evaluating the effectiveness of compulsory arbitration, relative to other terminal procedures, toward identifying changes that might be made in the structure and implementation of steps prior to impasse in order to encourage voluntary settlements.

Chapter 3
Methodology

Population & Sample

As the purpose of this research is to determine what environmental and bargaining dynamics influence the use of arbitration in Michigan, all municipal police agencies in the state (n = 515) were included in the population. Municipal police agencies for the purpose of this research, include city, village, township and county law enforcement agencies. From this population, all arbitrated and non-arbitrated collective bargaining experiences that occurred between the years 1990 and 1994 were included.

In order to meet the research objectives, both survey research and archival data analysis are used. In addition to the data, two distinct groups or populations will be used for this research. The first group, known as the Arbitration Population, will consist of those municipalities that relied upon arbitration to complete the collective bargaining agreement. The second group, the Non-Arbitration Population, includes those municipalities that negotiated the collective bargaining agreement.

Arbitration Population

Arbitrated cases were obtained from the MERC Case Management System: Listing of Awards/Reports Received, from the period January 1, 1990 to December 31, 1994. This data set lists all essential service bargaining units that received arbitration awards during the specified period. As previously

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indicated in Table 4 (see chapter 1), 159 arbitration awards were determined from the period 1990-1994.

For the purpose of this research, only those arbitration awards that addressed police labor organizations and agencies were included in the Arbitration Population, regardless of if the police union represented line level or command personnel. All other unions and bargaining units that represented other essential service groups, such as 911 operators, emergency medical technicians and fire personnel were eliminated from the population of 159 awards.

As the time period selected for this research covers five years, the potential for multiple arbitration awards existed. That is, in some instances the same employer and union received more than one arbitration award during the five year period. In these situations, the most recent arbitration award was used for this research, excluding the earlier award. There also existed the possibility that both command and line level bargaining units from the same municipality went to arbitration during the five year period. Since this research is interested in the bargaining dynamics that occurred during the contract negotiations, only the most recent case, regardless of the bargaining unit, was selected for analysis. These screening procedures resulting in 89 arbitration awards being included in the Arbitration Population.

Additional information included in this data set consisted of general background information on the party filing for arbitration, the bargaining unit (the name of the union or association), and the name of the public employer in the dispute. The primary advantage of using the MERC data for this analysis is that all police associations and governmental bodies must

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appeal to MERC for arbitration, making this the most valid, complete, and comprehensive data set available for analysis.

It was also necessary to collect data from the union's counterpart -- the municipality. This was accomplished by taking the complete list of police bargaining units that went to arbitration during the five year period and matching them with the names of the municipality or employer from the same listing provided by MERC's Case Management System. Current and complete addresses of the municipalities were obtained from the Directory of Michigan Municipalities (1995). A total of 89 municipalities or employers are included in the Arbitration Population.

The Non-Arbitration Population

The non-arbitration sample consists of those municipalities that did not use arbitration in their last contract negotiation. A list of these municipalities was obtained by excluding the 89 police agencies that went to arbitration from the list of police agencies provided in the Directory of Law Enforcement Agencies. This directory lists all city, village, township and county law enforcement agencies in the state. To verify that this directory was the most valid and reliable source of information, it was cross-referenced with a list of Michigan law enforcement agencies listed in the 1993 FBI Uniform Crime Reports. By using these two lists, all police agencies in the state of Michigan were included in the population. The balance of these police agencies then comprised the Non-Arbitration Population.

Unlike the Arbitration Population which examined all cases, a proportionate stratified random sample of the non-arbitration population based on equal sample sizes (n=89) is used. All non-arbitrated cases will be represented in the sample in the same proportion that they are found in the arbitration population. According to Kidder and Judd (1986) the use of

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stratified sampling over random sampling "contributes to the efficiency in sampling...with respect to characteristics being studied" (p. 159), or greater precision and representativeness can be accomplished in the research through this methodology.

To achieve this sampling, the non-arbitration population is divided into subpopulations or strata. As this research is interested in how different bargaining dynamics or situations affect the collective bargaining experience, the most appropriate independent variable to stratify the sample population is the type of governmental unit or municipality classification. The significance of this variable has been substantiated through prior research by Somers (1977), Benjamin (1978) and Graham (1988).

Considering the size of the subpopulation, the strata under consideration is large enough to assure no difficulty in locating the proper samples or data. As exhibited by Table 5 (in Chapter 4), tabular analysis supports this stratification of the arbitration and non-arbitration populations by type of government as there is a sufficient number of cases in each strata or category to assure equal representation. Each of the four categories is also mutually exclusive, assuring that the entire non-arbitration population is collectively exhaustive according to government type.

Methods

Survey Research

Both the Arbitration Population and Non-Arbitration samples received surveys related to the bargaining dynamics that occurred during the contract negotiations. These surveys include questions and statements that are related directly to the dynamics that occurred during the contract negotiation. Some of the data collected from these surveys are also

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incorporated into the logistic regression model. Additional data is presented in summary form in Chapter Four.

The questionnaire was developed on the basis of interviews with labor union representatives, police administrators, police officers, arbitrators, existing records and information from MERC, and other individuals and organizations that have experience with Act 312 arbitration. Act 312 arbitration cases and decisions from the state of Michigan were also examined in order to gain additional information on issues that were raised during arbitration proceedings by the municipality and police union. The review of the literature also provided additional insight into factors that were included in the construction of the questionnaire.

As this research addresses the municipalitys' attitudes toward the bargaining process, two different surveys are used. One will be for those municipalities that went to arbitration (the Arbitration Population) between 1990 and 1994. Meanwhile, those municipalities that did not use arbitration (the Non-Arbitration population) between the years 1990 and 1994 will receive the non-arbitration survey. The only difference between these two surveys is that the Arbitration Population survey specifically lists the parties involved in the arbitration hearing and the year the arbitration award was rendered at the top of the first page.

Because the surveys will be disseminated to different types of municipalities, the terminology in both surveys will also be phrased to that particular type of municipality. Surveys sent to counties will refer to "the county"; surveys sent to townships will refer to "the township"; and, those sent to cities, towns, or villages will be referred to as the "municipality" in the survey questionnaire.

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The surveys (see Appendices B-I) consist of forty-eight questions or statements related to the bargaining environment and their relationship with the police union. The format for the surveys include open-ended, Lickert-scaled matrix and contingency based questions. All scales and indexes are unidimensional in nature, while ordinal level variables under analysis are scaled in a general Lickert-styled format. Additional open-ended questions were also developed to gain further insight on the collective bargaining process (see Appendices B and C for the municipal survey instruments).

Included with each survey was a cover letter explaining the purpose of the research, instructions, and a statement assuring the confidentiality of the respondents (see Appendices B-I). Each questionnaire was also be assigned an identification number, located in the upper right hand corner on the first page. This identification number was used to record those surveys returned by the respective respondents by agency name only. The use of the control number also assured the efficient mailing of follow-up surveys to the nonrespondents from the first mailing of the survey. Upon completion of the data collection, the master list with the control identifier numbers and corresponding agency names were destroyed, maintaining the anonymity of the respondents.

The questionnaire was mailed to the chief negotiator involved in the collective bargaining or arbitration experience. The chief negotiator, for the purpose of this research, is that individual designated as the lead or primary contract negotiator for the municipality. A total of 198 surveys were disseminated to both populations. Eighty nine surveys were disseminated to the Arbitration Population and another eighty nine were mailed to those municipalities that collectively bargained the police contract.

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To increase the response rate from the municipalities, endorsement for this research was obtained from those state-level organizations that represent the municipality's interests. These organizations included the Michigan Municipal League (MML), the Michigan Association of Counties (MAC) and the Michigan Township Association (MTA). Letters of endorsement from these agencies were attached and included with the surveys Reminder phone calls were also placed to each municipality two weeks after the first mailing of the questionnaire to re-emphasize to the importance of completing the survey .

In the event of a low response rate to the first mailing (less than a 50% response rate to either the arbitration or non-arbitration groups), a second and final mailing of the questionnaire was conducted. Non-respondents to the initial mailing were identified through the confidential identification number on each survey. Each questionnaire in the second mailing also included a modified letter of introduction, the questionnaire, and a self-addressed postage-paid return envelope. Again, follow-up phone calls to those municipalities were conducted two weeks after the mailing to encourage and emphasize the importance of completing the survey instrument.

The balance of non-respondents to the two-stage mail survey were followed-up with standardized phone interviews that followed the predetermined questions and statements from the mail questionnaire. Those surveys that were returned as inaccurate or incomplete, meanwhile, were also followed up with phone interviews. This was the final attempt at collecting data for the research. These phone numbers were obtained from the Directory of Michigan Municipalities. To assure a high response rate from these phone interviews, the interviewer took a neutral approach to the

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questions, answered all reasonable questions regarding the research, and assured confidentiality as recommended by Fitzgerald and Cox (1994). The interviewer also followed the question order and wording exactly to avoid changing the frame or context of the question as it appeared on the mail questionnaire.

Through this comprehensive research methodology, it was anticipated that a high response rate would be achieved. There are, however, issues to consider when using these data collection procedures. One of the primary issues is related to the respondents. For both procedures or techniques to be effective, the respondents must be interested and willing to complete the mail questionnaire or respond to the questions in the phone survey.

There are other advantages and disadvantages to the mail and interview surveys. Mail surveys can also be quicker and cheaper compared to other research methods (see Babbie, 1992). The format of the mail survey also allows for self-administration and it guarantees confidentiality that may elicit more truthful responses (Ary, et al., 1990). The use of the mail questionnaire also allows respondents to complete the survey at their own convenience. This may increase the accuracy of the responses, while also eliminating the issue of interviewer bias (Kidder & Judd, 1986).

Disadvantages related to the mail survey include that mail surveys may have poor initial response rates, requiring additional follow-up mailings that increase the cost of the research (Fitzgerald and Cox, 1994). The structure of the questionnaire may also create some limitations. As indicated by Babbie (1992), the artificiality of the survey may have an impact on the validity of the research as it may be difficult to categorize an individual's perceptions or feelings with a Lickert scale.

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Some of the advantages of using phone interviews may include fewer incomplete questionnaires and misunderstood questions (Babbie, 1992). Response rates may also be higher with interviews compared to mail questionnaires (Bailey, 1982). The interviewer can also provide non-biased evaluative feedback encouraging the respondent to fully and accurately answer all of the questions or statements (Kidder and Judd, 1986).

Drawbacks of using the phone survey include that some of the questions or statements in the survey may be sensitive to the respondent where they would not want to tell an individual, but would rather respond to them in the questionnaire (Babbie, 1992). Other drawbacks may include interviewer bias or misunderstanding the respondent's answers (Bailey, 1982, Kidder & Judd, 1986), the interviewer's own attitudes or comments may influence or illicit different responses, and that respondents may provide biased responses to the questionnaire.

Archival Data Analysis

This research was not entirely dependent on survey data. Data analysis was conducted on variables related to the environmental characteristics where the police agency and municipality function by accessing existing archival data sources. Data collected through the use of archival data sources included the number of sworn individuals in the police agency, population statistics, the State Equalized Valuation (SEV) of the municipality, the type of municipality and form of government, and if the municipality was located in a Metropolitan Statistical Area (MSA). Additional information related to the prior use of arbitration was collected from data from the State of Michigan. This information was used in the subsequent logistic regression model while also being presented in summary form in Chapter Four.

Data regarding the size of the police and the number of sworn employees was obtained from the State of Michigan 1993 Uniform Crime Reports. Population rates were obtained from the 1990 U.S. Census, Social and Economic Characteristics, while information regarding the SEV of the municipality was collected from the State of Michigan 1993 Ad Valorem Property Tax Levy Report: State Equalized Valuations and Average Tax Rate Data. Information regarding the type of municipality and form of government was obtained from the Directory of Michigan Municipal Officials. Data regarding Metropolitan Statistical Areas was collected from the Michigan Department of Labor.

The Logistic Regression Model

One of the most widely used advanced statistical methods used in existing arbitration research has been traditional linear multiple regression where a continuous dependent variable is "fitted" (on a regression line) on several independent variables. Through this process, a regression equation is created which allows the researcher to determine the nature of the relationship between the dependent and independent variables.

As this research examines those factors related to the parties collectively bargaining a contract or resorting to Act 312 arbitration, a regression model or equation will be created. Unlike earlier studies, however, the most suitable statistical procedure for this research is a logistic regression model. This is based on the research design, and limitations related to multiple regression.

One of the assumptions when using the linear regression model is that the relationship between the dependent and independent variables is linear in nature (if properly specified) (Berry & Feldman, 1985). Since the values of the dependent variable in logistic regression are bound between the values of

0 and 1, a curvi-linear relationship exists between the explanatory variables and the dependent variable (Osgood & Rowe, 1994). If multiple regression is applied in this situation, meaningless or out of range predicted values could result (as multiple regression does not impose any constraints on the observed proportions that their expectations must be between the values of 0 and 1). Logistic regression also accounts for the declining marginal effects at the ends of the tails of the regression line (as the value gets closer to 0 or 1) without having to transform the scales of the independent variables (Morgan and Teachman, 1988).

The logistic model, however, assumes that the dependent variable is not continuous. Instead, the dependent variable is dichotomous or bound between the values of 0 and 1 (Aldrich & Nelson, 1984). Subsequent linearity cannot be assumed and if multiple regression is used, Aldrich and Nelson (1984) indicate that none of the distributional properties associated with this procedure hold when the assumption of linearity is violated.

Another differences between linear and logistic regression is the parameter estimates. In linear regression, ordinary least squares (OLS) is used to select those parameter estimates that minimize the sum of squared errors to create the most suitable fit between the data and the model (Aldrich & Nelson, 1984). As OLS assumes that the dependent and independent variables are linearly related, the curvi-linear relationship associated with logistic regression makes this inappropriate. This is on account of the fact that the OLS estimates will only be accurate within the range of the data.

Another reason logistic regression is necessary is on account of the error term. In linear regression, the most common assumption is that the error term or deviation from the conditional mean follows a normal distribution with a constant variance (Hosmer & Lemeshow, 1989). In logistic

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regression, however, the error term can only take one of two values. This results in the expected value of the error term not being independent of the values of the explanatory or independent variable, making the variance estimates biased or inappropriate (Hanushek and Jackson, 1977). Known as heteroscedasticity, these incorrect standard errors of the coefficients will result in the researcher drawing unsuitable or inappropriate conclusions regarding the statistical significance of the data.

Logistic regression also determines a measure of association or odds ratio. According to Morgan and Teachman (1988), this odds ratio (a ratio of two odds, events or non-events) is the most desirable method (when using a dichotomous variable) because it has a clear interpretation, the odds ratio is invariant or can be interchanged between rows and columns of data, and it can be used when analyzing polytonomous variables in multivariate models.

There are some other reasons for this statistical procedure. Logistic regression is extremely flexible and an easily used mathematical function compared to other methods (such as Probit, for instance). It is allows for both categorical and continuous independent variables (Tabachnick & Fidell, 1989, Morgan and Teachman, 1988), while other statistical methods such as Logit are limited and rely upon dichotomous independent variables (SPSS, 1994). It is also easier to interpret than other models that use dichotomous or polytomous dependent variables (Cox, 1970).

Measures of the Variables

The general hypothesis of this study is that differences in the dynamics of the negotiation experience coupled with environmental characteristics will have an impact on parties going to arbitration. Figure 2 exhibits environmental and bargaining variables that influence the use of arbitration. Figure 3, meanwhile, models of these variables that influence if parties will

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use arbitration or resolve the contract through the collective bargaining process.

Figure 2
Logistic Regression
Variables & Metrics

Variable	Metrics
Dependent Variable	
Arbitration	Nominal
Explanatory Variables	
Collective Bargaining Dynamics	
Perceived Ability to Pay	Ordinal
Employment Status of Negotiator	Nominal
Relationship w/Union (in years)	Nominal
Muni Neg. Years Experience	Ratio
Bargaining Unit Size/# of Employees	Ratio
Perceived Relationship w/union	Ordinal
Prior Dependence on Act 312	Nominal
Union Negotiation Style	Nominal
Number of Bargaining Sessions Before Impasse was Declared	Ratio
Training of Chief Negotiator	Nominal
Degree of Experience of Chief Negotiator	Ratio
Internal Conflict in Bargaining Unit	Ordinal
Environmental Characteristics	
State Equalized Valuation	Ratio
Population of Municipality	Ratio
Governmental Unit	Nominal
Region of State (MSA/Non-MSA)	Nominal
Representation (Elected/Non-Elected)	Nominal

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Dependent Variables

As logistic regression requires a dichotomous dependent variable, the dependent variable in this research agenda will be the collective bargaining outcome. In the State of Michigan, there are two general outcomes in the collective bargaining experience. One outcome is that the parties have negotiated their own collective bargaining agreement. If the parties are not successful in negotiating a new collective bargaining agreement, the other option is that one or both of the parties (generally the union or police association) petitions MERC for arbitration. This generally results in an arbitrator rendering an award.

Independent Variables

Independent variables included in the equation were selected from the review of the literature, interviews with union and labor representatives, municipal leaders, and existing arbitration awards. The following variables, which measure key concepts in the context of police-municipal collective bargaining and impasse resolution, will be used in the logistic regression equation (see Figure 2).

One area in need of attention when using these predictor variables is the potential problem of some of the variables being inter-related with each other. Some of the reasons for this linear relationship, or multicolinearity, could include that the one independent variable may be a lagged value of another or there is some other type of relationship between the variables (Kennedy, 1992).

To assess multicolinearity, correlation coefficients among the independent variables will be conducted. If any of the variables are interrelated, having a high correlation of .80 or more (see Kennedy, 1992) multicolinearity may be present, causing subsequent problems with model

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estimation. Based on the high correlation and a review of the existing theoretical basis for inclusion of the variable into the model, these variables will excluded in the final logistic regression model.

Perceived Ability to Pay

According to Kochan & Katz (1988), the ability of the employer to pay is one of the primary economic variables that is related to the level of wages paid to public employees. Elkouri and Elkouri (1985) also indicate that the ability to pay criterion is important in determining other non-wage contractual benefits. This standard may also be referred to as the "inability to pay" because management commonly uses this position to counter the union's proposal for wage or benefit increases. Regardless, the ability to pay is a criterion that analyzes the need for increased services versus the compensation of employees, while analyzing the effects of cost of living and inflation on the employer's ability to meet those needs (Fox, 1981). As a result of this being a primary economic variable, it is also an important determinant in impasse and arbitration proceedings. If, for example, the employer perceives they are not able to pay, impasse may occur.

The importance of this variable is also reflected in prior research that examined the ability to pay. Benjamin (1978) determined that ability to pay was a frequently cited criterion used by arbitrators in police compulsory arbitration in Michigan, while Delaney (1983) considered that a school district's ability to pay was a crucial determinant of teacher salaries. Schwochau and Feuille (1988), in their multi-state study of decision making by arbitrators, found that arbitrated salaries were "not responsive to small or moderate differences in ability to pay and instead are responsive only to large differences" (p. 47) reflected in the municipality's creditworthiness.

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One of the most effective means to measure the ability to pay is through categorical data since it is difficult to quantify an exact numerical value. As a consequence, this variable will be an ordinally scaled measure according to the perceived intensity of the employer's ability to pay, consisting of a low, average, or high ability to meet the proposals in the contract negotiations as perceived by the respondent.

Negotiator Representation

Another variable or factor that may affect the collective bargaining environment is the status of the chief negotiator in the collective bargaining process. Some municipalities provide in-house chief negotiators for contract negotiations. Other municipalities, meanwhile, rely upon independent or contracted negotiators who are not employees of the municipality. This variable will be coded as a dichotomous measure as in-house or contracted.

The type of negotiator representation, however, may affect the bargaining process. As indicated by Postuma (1990), lawyers independent of the municipality may petition for Act 312 arbitration as a means of extending the negotiation which would directly increase their fees and their own personal profits from the case.

Corollary to municipalities, Mauer (1995) also indicated that arbitration could be influenced by the structure of the union as some may rely upon external or contracted legal representation or attorneys while others have an in-house negotiators or attorneys to handle Act 312 cases. This was also substantiated by Kochan and Baderschneider's (1978) study of impasse for police and firefighters in New York. The authors determined that police unions that used outside negotiators increased the probability of impasse.

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Union Age

The number of years the parties have been involved in negotiating contracts is also included in the analysis, as the age of the relationship between the parties may affect the bargaining outcome. This measure of affiliation consists of a continuous measure of the number of years the parties have been involved with each other in a collective bargaining relationship.

According to Gerhart and Drotning's (1980) "new toy" hypothesis, some unions simply go arbitration because of the existence of new impasse legislation that allows such activities. Similarly, there exists the possibility that as some police departments de-certify and elect another union or association (the "new toy"), there may be the impetus to test the strength or commitment of this new association by taking the first contract negotiation to impasse.

Related to the age of the relationship is how union age has affected the relationship with the municipality. Anderson (1979) in his research of bargaining outcomes, determined that as the relationship between the union and management matured, management may become more "generous with its wage concessions" (p. 139), suggesting more favorable relationships between parties. Feuille, Delaney and Hendricks (1985) also included bargaining age as an independent variable in their research to determine the impact of arbitration on contract favorability. The authors concluded that the length of the bargaining relationship in itself "does not contribute significantly to the favorableness of police union contracts" (p. 174).

Municipal Negotiator Years of Experience

It is also of interest to determine if the experience of the municipal negotiator (measured in years) has any influence on the parties invoking

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arbitration. It is proposed that those individuals that have less experience in contract negotiations may go to arbitration more often, compared to those who have many years of police-labor collective bargaining experience. This is because these individuals may not be familiar with the collective bargaining process and Act 312 arbitration.

Existing research has provided some information on the relationship regarding the negotiator's years of experience and impasse activities. As early as 1978, Kochan and Baderschneider indicated that " there is almost no empirical evidence concerning the impact of experience and bargaining skill on the ability of the parties to reach an agreement short of an impasse" (p. 436). They proposed that the less experience and skill the negotiator possesses, the greater the probability of impasse. This assumption was later refuted in their research as it was found that the more experienced the management negotiator, the higher the probability of impasse.

Anderson (1979) also indicated that experienced negotiators may be more willing to negotiate a broad range of issues since they accept the value of a comprehensive contract. Anderson concluded that:

> where the city's negotiator is trained, skillful, and has greater expertise in collective bargaining, and where management is committed to the industrial relations function, it might be expected that management would be better....The data presented here indicate that having a professionally trained negotiator on the management team limits the ability of the union to obtain greater bargaining outcomes (p. 136).

This variable will be a continuous measure of how many years the negotiator has been involved in collective bargaining contracts in the public sector.

Bargaining Unit Size

One variable that is important when conducting empirical research on arbitration is the actual size of the bargaining unit, or the number of

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employees serviced by the union. As the bargaining unit size increases, there exists the potential for multiple interest groups or factions to develop in the bargaining unit. Having diverse or multiple interests in collective bargaining could lead to dissension within the bargaining unit, creating an environment where the party has to go to arbitration to resolve their own internal differences (Bloch, 1991; Kruger, 1992).

The impact of bargaining unit size on collective bargaining has been discussed in the labor relations literature. Stern (1975), in his analysis of private sector labor relations concluded that the larger the plant size (and the larger the bargaining units) the greater the incidence of strike activity, as it was posited that large plants may be alienating environments. Roomkin (1976), in his research of national unions concluded that as the size of the union increases, the amount of heterogeneity also increases. This heterogeneity subsequently increased the diversity of membership interests, possibly creating conflict and dysfunctional consequences for the union. Donaldson and Warner (1974), and Kerr (1955) also indicated that the larger the union, the more heterogeneous or diverse the membership. They contended that this increase of diverse membership leads to competition and conflict within the bargaining unit.

As a consequence of this earlier research, the expectation is that the size of the bargaining unit will be a predictor of arbitration for police associations or unions in Michigan. This proxy measure of the variable will be a continuous measure of the size of the bargaining unit based on the number of sworn personnel in the agency as indicated in the 1993 FBI Uniform Crime Reports.

Municipality Negotiation Style

Another variable that may affect parties going to impasse and using arbitration is the negotiation style of the parties. The two fundamental types of negotiation styles or strategies consist of integrative and distributive bargaining. According to Lewicki and Litterer (1985), integrative bargaining can be considered a win-win form of negotiation where each party attempts to understand the other's needs and objectives. In this process there is a free flow of information and emphasis on the commonalties between the parties that attempt to minimize their differences. The goals and objectives of each party is to also find solutions that meet both parties needs and objectives. Walton and McKersie (1965) also indicate that integrative bargaining occurs when the parties share a common interest to engage in mutual problem solving and a joint search for solutions and alternatives.

Opposite of integrative is distributive bargaining that is a competitive or win-lose form of bargaining. Unlike integrative forms of bargaining, one of the goals of distributive bargaining is to present high demands to the other party. This style also emphasizes winning over a long term relationships and agreements that meets both party's needs and objectives (Morgan, in Negotiation, 1993). Some of the tactics used in this conflict-styled environment include misleading the other party, concealing information, and engaging in manipulative actions (Lewicki & Litterer, 1985). Walton and McKersie (1965) indicate that distributive bargaining exists where a clear conflict exists between the parties and the mode of behavior is adversarial or conflict-oriented where tactics including bluffs and other negative behaviors are used.

To effectively measure negotiation styles, ordinal scales will be constructed related to the *perceived* degree of integrative or distributive

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bargaining techniques used during the negotiation process. These scales will include statements with key words and phrases that examine both the philosophy or perspective of the bargaining team and the strategies and tactics used during the actual negotiation process and arbitration hearing.

Perceived Bargaining Relationship

Unlike negotiation styles that examine the actual strategies and tactics used in the collective bargaining experience, the perceived bargaining relationship explores the interpersonal perceptions and reactions toward the other party. It is anticipated that a bargaining relationship that is positive in nature will result in fewer cases of arbitration. To determine if the bargaining relationship has an effect on the bargaining outcome, this variable will be ordinally scaled where respondents can report if the bargaining relationship was "good", "indifferent", or "bad".

Some research has supported this variable for inclusion into the mutivariate model. Gerhardt and Drotning (1985) determined that if key negotiators dislike each other to the point of disrespect and distrust, negotiations will be difficult, possibly leading to arbitration. Anderson (1979), in his research of bargaining outcomes, concluded that union militancy was positively related to wage levels, while Kochan and Baderschneider (1978) proposed that the low trust and/or a high degree of hostility between parties "can be expected to make the parties more resistant to compromise and lead to greater reliance on third parties to facilitate the communication process" (p. 436). They proposed that the more hostile attitude each party conveyed toward each other, their existed a grater probability of impasse.

Prior Dependence on Arbitration

Existing arbitration literature has also examined and discussed the impact of if the parties went to arbitration in prior collective bargaining

experiences. As indicated by Graham (1988), Graham & Perry (1993), and Kleintop and Lowenberg (1990) this dependency on alternative dispute resolution techniques is known as the narcotic effect, which is the belief that if parties that have gone to arbitration, or some other alternative dispute resolution process, there exists the propensity to use this procedure again in future negotiations. That is, parties may repeatedly use arbitration after having experience with it (Gallagher, 1979) while having a third party neutral write or determine the contract (DiLauro, 1989). In this research, a dichotomous measure (yes or no) will record the parties last method of contract negotiation and resolution.

Research on the narcotic effect provides mixed findings on the degree of dependency on alternative dispute resolution techniques. Prior use of arbitration was used as an independent variable in Feuille and Delaney's (1986) research of the impact of arbitration on police salaries. This research determined that the prior use of arbitration from the years 1977 to 1981 resulted in higher minimum salaries for police agencies in those states that had arbitration statutes. Kochan and Baderschneider (1978) meanwhile, concluded from their study of police and firefighters in New York that there was a higher dependence on the impasse procedures in later negotiations. In Gallagher and Pegnetter's two-year study of impasse in Iowa, however, it was determined that there was no evidence of the narcotic effect, while Stern's (1975) analysis of arbitration in Michigan from 1970-1973 found that some cities go to arbitration at every contract negotiation. Interviews, however, revealed that parties indicated that the existing legislation would not influence their likelihood of going to arbitration. Graham and Perry (1993) also concluded that the narcotic effect was present with Ohio's nine years experience with compulsory arbitration, while Kleintop and Lowenberg (1990)

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Bargaining Sessions Held Before Arbitration

One variable that has not received any attention in arbitration research is the number of bargaining sessions held before using arbitration. This variable is important in arbitration research as it could be anticipated the longer the parties attempted to collectively bargain the contract (measured in actual numbers of bargaining sessions held), the more effort they put forward into collectively bargaining the contract before relying upon alternative dispute resolution techniques.

Since the state of Michigan provides for both mediation and compulsory arbitration, this variable will measure how many collective bargaining sessions were held prior to petitioning MERC for mediation. As mediation is not the terminal step in the impasse resolution process, it is also important to measure how many mediation sessions were held prior to the mediator invoking Act 312 arbitration, as a pattern may be discovered in both stages of the procedure.

State Equalized Value (SEV)

One variable that is important in arbitration is the wealth of the municipality that may inadvertently affects the ability to provide for increases in salaries, pensions and other fringe benefits for municipal employees. As there exists no one measure of the wealth of the municipality, some alternatives are available.

One of the best or robust measures of the wealth or financial health of a municipality is the State Equalized Value or the SEV. According to Benson and Moorman (1990), the equalization rate is the ratio of assessed value to the full value of taxable property in a municipality. The SEV is used for a variety

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of purposes including estimating property values for tax apportionment (Kraushaar & Hillman, 1988). More specifically, the SEV is calculated by taking one-half the true market value of the property and then multiplying this value by the local millage rate to determine the total amount of tax.

Research confirms the significance of the SEV in Michigan and its potential impact in arbitration proceedings. As early as 1969, Rehmus indicated that "property tax is the workhorse of local government" (p. 922) because local governments in Michigan have no authority to levy sales taxes. According to the Michigan in Brief 1992-93 Issues Handbook (1992), property taxes generate more revenue than any other tax at any level of government, as they comprised 62.5 percent of their own-source revenue in 1990. Consistent with this research, Benjamin (1979) also determined that higher salaries were awarded by arbitrators in Michigan in those jurisdictions that had higher property values.

To further illustrate the significance of this variable in arbitration, the Public Sector Consultants, Inc., (1992) found that the SEV of property increased 291 percent from 1970 to 1991 in Michigan due to other changes in the state taxation and related tax legislation. Arbitrators such as Kruger (1993) and the Elkouri's (1985) have also discussed the importance of considering and using taxes in arbitration decisions.

This variable will be a continuous measure in the logistic regression equation. The assumption will be that as the SEV of the municipality increases, the use of Act 312 will decrease. This assumption is based on the notion that wealth is a proxy indicator of the municipality having the ability to afford the proposed increases in salaries and other economic issues by the police association or union.

Municipal Population

Another factor that may be a key predictor in arbitration is how the size of the community in the context of population may affect impasse activity. This variable will be a continuous measure of the number of individuals that reside within the municipality.

Some of the early research in labor relations that considered population size was Tannenbaum (1965) who noted that small and medium sized municipalities are more conductive to industrial peace or harmony than larger ones. Lynd and Lynd (1965) also concluded that major industrial conflicts occur in heavily populated and industrialized areas.

The reasoning behind the prevalence for impasse in larger cities was best illustrated in Kochan and Baderschneider's (1978) study of dependence on impasse procedures for police and firefighters in New York state. Using the population of the municipality as a variable, the authors concluded that the population of the city is a proxy value for the characteristics of small and large municipalities including:

> (1) fewer overlapping social, religious, family, and business relationships between union and management representatives; (2) greater professionalism of the management function; (3) less paternalism in the management style; (4) greater politicization of city management; and (5) more formalization of the labor management relationship (p. 434).

Taking the assumption that the larger the city, the higher the probability of impasse, this hypothesis was confirmed through a positive correlation between size and reliance on impasse.

Other research efforts that used population as an independent variable has been conducted in the state of Michigan. Benjamin's (1978) analysis of Act 312 arbitration found that population size predicted salaries for police, fire

and deputy sheriffs, as there was a positive correlation between increases in population and wages. It was also determined that population size was found to be a frequently cited criterion on comparability that occurs when an arbitrator selects a similar community or jurisdiction on which to base their arbitration decision. Feuille, Delaney and Hendricks' (1985), national study of arbitration also determined that police unions in larger cities had more favorable contracts than smaller cities.

Interviews of labor relations leaders in Michigan also revealed that one Association President felt that the larger the city the higher the probability of impasse because it was perceived that city negotiators lacked the authority to reach an agreement ("The Act 312 Experience", 1980). Other research such as Connolly's (1986) analysis of wage outcomes in Illinois and Michigan provided mixed findings on the effects of population. Here, it was determined that population lead to higher salaries in Illinois, while having a negative impact on salaries in Michigan. The author's assumed that this was due to the fact that using an arbitrator increased the bargaining power of small cities, nullifying the effects of the relationship between professional labor relations staff and larger cities.

Metropolitian Statistical Areas

One variable that may influence the arbitration process are regional labor markets. These are areas or actual regions in states (and countries) that have positive or negative influences on the labor market in terms of wages and other economic issues. Some determinants of a labor market include the degree of industrialization, unionization, supply and demand of employees, and overall earnings or the wage rate (Flanagan, et. al 1985). Labor markets can also be based on the concept of external competitiveness or the organization's pay rate compared to other employers that compete in the

same product market and geographical area (Milkovitch & Newman, 1993). Regardless of the classification schema, Kochan and Katz (1988) write that local labor market wage comparisons, besides recruitment, selection and turnover, provide the best amount of information on employers that are establishing wages to minimize labor costs. That is, one factor that determines wages are the local or regional labor markets.

There is some research in private sector labor relations that supports the significance of regional labor markets. Nash and Caroll (1975), in their study of 184 companies found that 54 percent of the companies indicated that wages were determined through comparisons with other wage rates in the community. Fogel and Lewin (1974) determined that the common practice in determining the prevailing wage (those wages comparable to those received in the private sector) was to collect information from medium and large-sized employers that subsequently created an upward bias on wage determination. Coupled with the fact that there is an absence of comparability in the private sector for law enforcement and competition in the private sector, Fogel and Lewin concluded that the public sector pays more for craft-related and low skill employment and less for executive positions. McLaughlin and Perman (1991), also examined the differences in earnings between metropolitan and non-metropolitan workers, concluding that wages were higher in the metropolitan than non-metropolitan areas.

Prior research in police compulsory arbitration has also used region as a variable. Bezdek and Ripley (1974) in their investigation of compulsory arbitration divided the state of Michigan into three regions (metropolitan Detroit, the southern half of the lower peninsula, and the balance of the state) to determine where the majority of arbitration cases occurred. Region was also used as an independent variable by Feuille, Delaney and Hendricks

(1985), and Feuille and Delaney (1986) where cities were classified according to if they were located within Standard Metropolitan Statistical Areas (SMSA's). Both these studies found that unions within SMSA's had more favorable contracts. Similarly, Connnolly's (1986) research of the effect of arbitration on police wages in Illinois and Michigan found that by controlling for those departments that were within metropolitan Detroit and Chicago, departments in these regions had statistically significant higher wages.

As the previous studies have indicated, where regional labor markets play the most important factor in arbitration is through setting wages. This is also known as wage parity which is the idea that police departments who share similar characteristics should be paid the same wages and benefits. Generally, parity is determined through comparability studies of agencies with similar characteristics in terms of geographic location, agency size, and crime rates (Kruger, 1992). Besides comparability among police agencies, comparability may also include matching wages and benefits to the external labor force, or non-police related professions. Furthermore, some research has also found that locality pay data must be taken into consideration to make sure that public sector wages are competitive (Fay, et al., 1991). According to Anderson and Krause (1987) comparability may include examining the overall compensation levels of comparable employees performing similar work in the private sector in a particular or like community.

In the context of region as a factor in arbitration, this variable will examine if more police agencies use arbitration based on their regional labor market area. The contention is that the external labor market may have a strong influence on wage decisions since they establish or put a floor on wages that employers must attempt to meet to attract and retain employees (Milkovitch and Boudreau, 1991), while also competing in the labor market

for worker's skills and abilities (Milkovitch and Newman, 1993). As regions vary according to the level of industrialization and possible pay differences, there is an interest to determine if there is a pattern of agencies in geographical areas in the state of Michigan go to arbitration or collectively bargain contracts based on the regional characteristics of the state.

Regional labor markets in Michigan are based on Metropolitan Statistical Areas as prescribed by the U.S. Department of Commerce and the State of Michigan. For the purpose of this research, measures will be dichotomized into whether the municipality is within or outside an MSA.

Government Unit

It is also of interest to determine which types of governments go to arbitration most often. Some prior research has included the type of government in their analysis of compulsory arbitration. Somers (1977), Benjamin (1978), and research by the Citizens Research Council of Michigan (1986) simply listed the names of municipalities that went to arbitration. Other research, meanwhile, provided an analysis of parties that went to arbitration through the dichotomous measure of municipality or county (see Graham, 1988; Stern, 1975; and Portaro, 1986).

All of these researchers, however, did not use the type of government as a factor that may influence the use of arbitration. As a consequence, this research will include the type of government in its analysis to determine if this is a significant factor leading to arbitration. The types of government that will be used in this analysis will be obtained from the Directory of Michigan Municipal Officers. This Directory provides a nominal measure or description of each municipality's form of government in the State of Michigan.

For the purpose of this research, municipality groups were collapsed into four categories. Municipalities that are classified as Home Rule Cities, Home Rule Cities - Fourth Class City Act Charter and Special City Charters were categorized as Cities; those municipalities that are Classified in Michigan as General Law Villages and Home Rule Villages were classified as Villages; while Townships and County forms of governments were categorized into their own respective groups.

Elected Officials

As the use of arbitration may vary in the context of if there is a difference in arbitration rates for non-elected/appointed individuals in charge of the municipality, over individuals that are elected. This nominal-level variable will specifically examine if there are significant differences between managerial and elected forms of government.

The exiting literature supports the investigation of this variable in compulsory arbitration research. As early as 1966, Booms (1966) conducted research between mayoral and manager forms of government. Booms concluded that spending levels were lower in managerial forms of government because managerial forms had more autonomy and could hold down labor costs because they were more effective in bargaining with employee organizations. Later research by Deno and Mehay (1987) in the states of Ohio and Michigan, however, contradicted Booms findings. The researchers determined that mayor-council cities were more effective in holding down wage costs. The costs associated with fringe benefits, however, were found to higher.

Other research has substantiated the benefits of the city manager as a determinant of reduced wages. As indicated by Feuille et al. (1985), appointed city managers may be more able than elected officials to resist police union

political pressures for better contracts. Managerial forms of government may also value quality police forces, and subsequently collectively bargain instead of relying upon an arbitrator to write the labor contract. This was also posited by Stern et al. (1975) who wrote that:

> "the political costs of voluntary negotiated agreement with such consequences [layoffs of other municipal employees and increased taxes] are too high. City management is thus forced to go to arbitration in order to defend its settlement as having been forced upon it" (p. 62).

Ehrenberg and Goldstein (1975) also discussed that the form of government is a determinant for the demand for police services, as city managers have professional training and may be more effective in "producing" police services.

In the context of police labor relations, some research has also been conducted. Stern et al. (1975), concluded that the managerial form of government is "seen as less responsive to interest group politics in general and therefore as less responsive and less sympathetic to labor" (p. 224). Anderson (1979) also concluded that the ability of a union to increase the cost on management is increased when there is not a city manager form of government or when there is an elected official on the bargaining team. Connolly's (1986) research involving arbitration's effect on wages in Illinois and Michigan concluded that those municipalities that had a city manager form of government had higher salaries, while Hirlinger and Sylvia (1988), indicated concern over sovereignty with the city manager form of government, as arbitration results in the city council simply ratifying, instead of being involved in the actual negotiation of the contract.

Anderson (1979) also proposed that city manager forms of government may have less conflict and that having a mayor-council form of government

positively affects wage outcomes in favor of the union. This variable was also used as an independent variable in research conducted by Feuille, Delaney and Hendricks (1985) who discussed that police contracts might be influenced by the form of city government as "appointed city managers may be more able than elected officials to resist police union political pressures for better contracts...however, city managers may value a 'high quality' (and hence well treated) police force than do elected officials" (p. 170).

Training & Education of Chief Negotiators

The level or degree and types of training and education that chief negotiators possess may also have an influence on the use of arbitration. Unfortunately, very little research has been conducted on the effect of the negotiator's background and education in arbitration outcomes. Research that has examined this issue has provided some evidence of the effects of training and collective bargaining. Anderson (1979), for instance, wrote that:

> where the city's negotiator is trained, skillful and has greater expertise in collective bargaining, and where management is committed to the industrial relations function, it might be expected that management would be better able to manipulate the costs of agreement and disagreement as perceived by the union representatives (p. 135).

This was later substantiated as Anderson (1979) found that having a professionally trained negotiator on the management team limited the ability of the union to obtain a better collective bargaining agreement. Not directly related to the actual parties negotiating, Peterson and Katz (1988), researched arbitrators' educational backgrounds in the context of comparisons of male and female arbitrators, finding similar backgrounds for both.

Before any tentative conclusions can be reached regarding the relationship between level of training for contract negotiators and the

probability of impasse, further research of this variable is necessary. As types of training may be difficult to quantify, nominal level variables will be used to record the level of training for negotiators in this research. The categories will include: 1) on the job training, 2) training through seminars, 3) some college courses, 4) an Associate Degree, 5) a Bachelor's degree, 6) a Master's Degree, 7) a Law Degree, and 8) a Ph.D.

Degree of Experience

Related to, but different from the training of municipality negotiators, is the level of experience these individuals have in contract negotiations. Neale and Bazerman (1983) write that the experience of the negotiator within the bargaining situation is expected to influence bargaining behavior. This was subsequently confirmed in their research as it was found that the more experience one has in negotiating, the negotiator perceives more control over the situation. This subsequently affects the bargaining relationship in a positive manner as "the ability of the negotiators to go beyond their own expectations and understand the expectations and values of their opponents and the demands of the situation may produce a superior performance in bargaining" (p. 388). This variable will be a continuous measure of the number of years the negotiator has had experience in public and private sector contract negotiations.

Internal Conflict

Another variable that may lead municipalities to arbitration is the level of conflict that exists within the bargaining team. Unlike some variables used in this analysis, there exists a great deal of literature on internal conflict in the labor relations literature. This can be divided into the categories of personal, organizational, and contract-specific situations.

Many individuals have discussed inter-group conflict as a detriment in industrial relations. Banner (1995) indicated that levels of inter-personal, inter-group, inter-cultural, and inter-organizational conflicts have increased over the years, resulting in parties recognizing and eliminating conflict through simple procedures including living in the present moment (forgetting past tensions), taking full responsibility for their own reality, and to stop judging other people and their assumptions. Budd (1995) also indicated that elected leaders could be challenged and internal conflict could be caused by members comparing their wages to similar contracts that were bargained with other unions, while Sillince (1994), concluded that internal political divisions in unions cause policy uncertainty. Lewicki and Litterer (1985) also indicated that personal differences, philosophies and bargaining styles may also conflict with other members in the union and bargaining unit, making the completion of a collective bargaining agreement difficult.

Some research on internal conflict in and its effect on the management team. Internal conflict was studied in Kochan and Baderschneider's (1978) research of impasse behaviors of police and firefighters in New York state. It was found that if intraorganizational disputes or disagreements are not resolved, subsequent power struggles and political factions may develop which ultimately affects bargaining. Bok and Dunlop (1970) also indicated that the lack of coordination, supervision and specialization, the failure to develop goals and strategies, and incompetent administrators cause ineffective union performance. Consistent with Bok and Dunlop, Anderson (1975) also indicated that the existence of conflict increases the probability of success for the opponent.

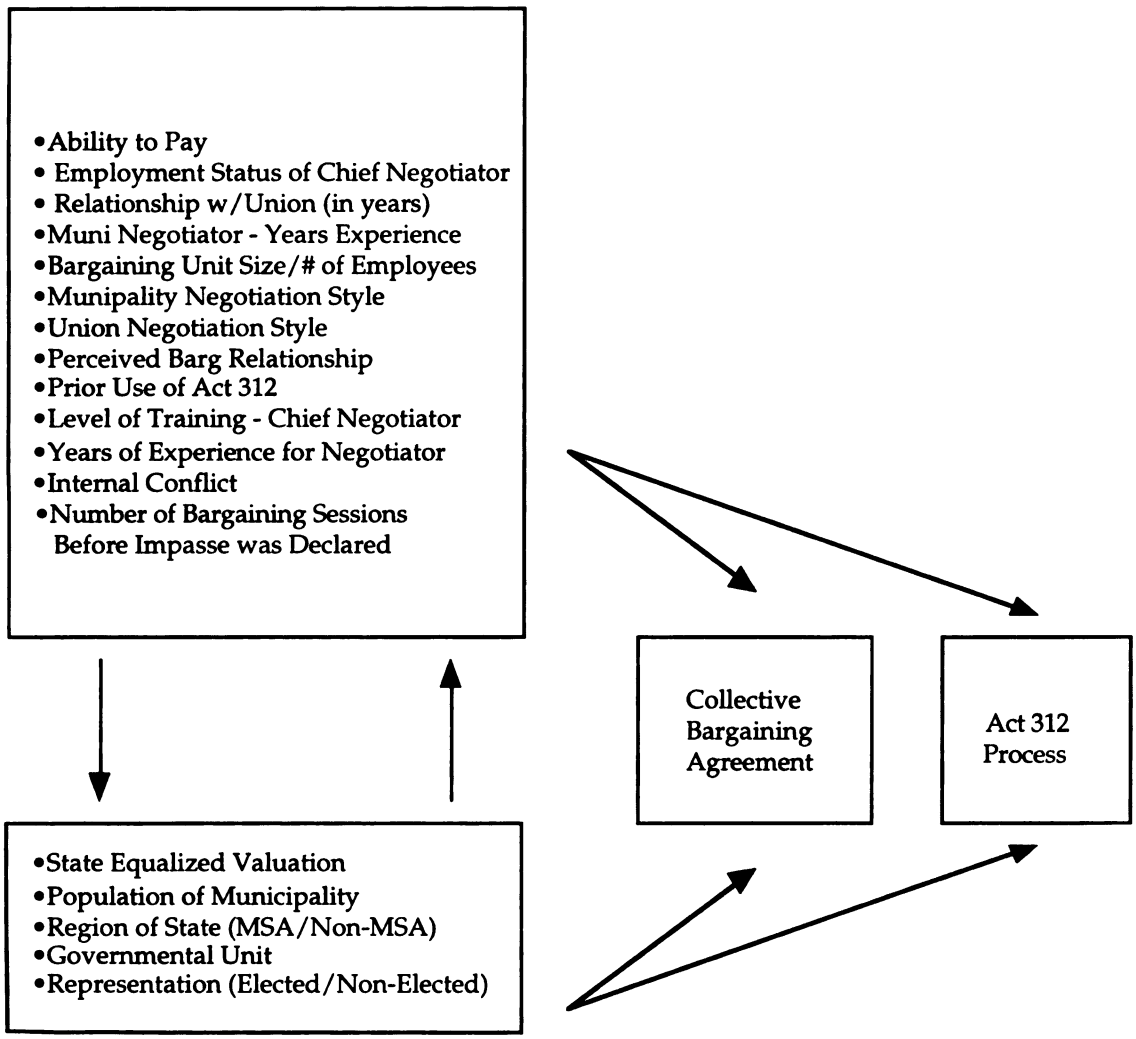
As a result of the importance of internal conflict as a determinant of arbitration, a measure of this variable is warranted. This will be a lickert-

scaled variable, consisting of the categories low medium and high levels of conflict, as perceived by management.

Measures of Association

This research will also examine many of these variables independent of the regression models. Measures of association, contingent upon the data will describe the strength, magnitude or relationship between the variables. These findings will provide additional insight and avenues for future research in police compulsory arbitration and labor relations.

Figure 3
Arbitration Model



Chapter 4
Findings

Introduction

In this chapter an analysis of the population of municipalities and counties in the state of Michigan that provide their own law enforcement services are made to determine if there are any differences between those that collectively bargained the employment contract to those that used arbitration. The results from this analysis will be included in the Comprehensive Findings section of the chapter. After examining the general demographics/characteristics of all municipalities in Michigan, the results of the survey that were mailed to the arbitration population and non-arbitration sample will also be presented. Findings from this data will be reported in the Survey Findings section of the chapter.

Following the reported summary statistics and tests of significance from the survey data, the exploratory logistic regression models will be presented. This section of the chapter will include the partial and full logistic regression models. The partial model will be constructed or based on existing archival and environmental variables exclusive of data obtained from the survey. The full model, meanwhile, will report the results of the survey combined with relevant environmental and archival data.

Comprehensive Findings

Frequency distributions of selected demographic features of all municipalities and counties in the state of Michigan that maintain law

enforcement services (n=515) are exhibited in Table 5. Variables under analysis include the type of municipality or government; if the municipality or county is located in an Metropolitan Statistical Area (MSA); the population of the municipality; and, the size of police agency measured in the number of sworn employees. These characteristics were also cross tabulated with the occurrence of the use of arbitration (n=89) from the period 1990-1994.

For the purpose of this research, municipality groups were collapsed into four categories: Home Rule Cities - Fourth Class, City Act Charter, and Special City Charters were categorized as "Cities"; General Law Villages and Home Rule Villages were classified as "Villages"; Townships and Village forms of government were classified as "Townships"; and, County forms of government were categorized as "Counties".

Table 5 shows that counties have the highest percentage of arbitration use; 32.5% used arbitration between the years 1990-1994. Compared to city, village and township forms of government, counties (given their total numbers) went to arbitration more often than any other governmental types (x^2 = 33.3 with 3 df, p <.01). Nineteen percent of cities (given the total number of cities) reported using arbitration, followed by township forms of government (18%). Village forms of government, meanwhile, reported the lowest percentage (.9%) given their total numbers.

Table 5 also reveals that the majority of arbitration cases occurred in Metropolitan Statistical Areas (MSA's). Relative to the total number of municipalities located in MSA's, 23% used arbitration, compared to 9% of municipalities located outside Metropolitan Statistical Areas. Chi-square results further substantiate these findings as municipalities located within MSA's are more likely to use arbitration than those municipalities not located in MSA's (x^2 = 17.5 with 1 df, p <.01).

Table 5 also shows the use of arbitration in relationship to the size of the police agency. Police agencies were collapsed into the categories of small (1 to 20 officers), medium (21 to 50 officers), and large (51 or more). A statistically significant difference was found between the categories: small agencies, although they comprise the greatest number of agencies (n=374), went to arbitration less in overall percentage (7%) than jurisdictions classified as medium or large (x^2 = with 2 df, p <.01).

Frequency distributions and cross tabulations for the population of the jurisdiction and arbitration use are also displayed in Table 5. For comparison purposes, municipalities and counties were categorized into small (less than 10,000 residents), medium (10,001 to 50,000 residents), and large (over 50,001 residents). A statistically significant difference was found among the categories (x^2 = 94.99 with 2 df, p = .01) . Municipalities with populations classified as small used arbitration less, in comparison to those classified as medium and large.

Table 5
Frequencies and Proportions of Municipalities that used or did not use Arbitration, 1990-1994 (n= 515)

Variables	n	Arbitration		% Yes
		Yes	No	
Type of Government [a]				
Village	104	1	103	.9
City	255	48	207	18.8
Township	73	13	60	17.8
County	83	27	56	32.5
Metropolitan Statistical Area [b]				
Yes	309	71	238	22.9
No	206	18	188	8.7
Municipality Population [c]				
Small (0-10,000)	318	16	302	5.0
Medium (10 - 50K)	134	43	91	32.6
Large (50,001 +)	63	30	33	47.6
Size of Agency [d]				
Small (1 - 20)	374	25	349	6.7
Medium (21-50)	82	31	51	37.8
Large (51 +)	59	33	26	55.9

[a] $x^2(3) = 33.31, p = .01$; Counties more frequent users of arbitration
[b] $x^2(1) = 17.53, p = .01$; Jurisdictions in MSA's use arbitration more
[c] $x^2(2) = 94.49, p = .01$; Municipalities classified as small use arbitration less
[d] $x^2(2) = 115.19, p = .01$; Small agencies use arbitration less

Prior arbitration dependence or the narcotic effect (before 1990 but within 5 years of the municipality's current arbitration award), cross-tabulated with municipal characteristics is exhibited in Table 6. The majority of municipalities and counties that used arbitration between the years 1990 to 1994 did not rely upon arbitration in the previous contract negotiation to resolve the employment contract. When controlling for type of government, no type or form of government exceeded a 50% or greater rate of prior dependence on arbitration. County forms of government reported the

highest percentage of prior arbitration use (48.1%), followed closely by city forms of government (47.9%). The reported percentages also exhibit no prior reliance on arbitration by villages (0%), while township forms of government reported a 38.1% reliance on arbitration in prior contract negotiations.

Table 6 also shows that 47.9% of the municipalities and counties that used arbitration in the last bargaining session were located in MSA's, took place in jurisdictions classified as having large populations (60.0%), and had large police agencies (63.6%). Chi-square analysis (x^2 =13.58 with 2 df, p <.01) shows that small police agencies did not use arbitration as often in the preceding contract negotiations in comparison to those jurisdictions classified as medium or large.

Table 6
Frequencies and Proportions of Municipalities that Used or did not Use Arbitration in the Last Contract Negotiation, 1990-1994
(n= 89)

Variables	n	Prior Arbitration Use? Yes	No	% Yes
Prior Reliance on Arbitration	89	41	48	46.1
Type of Government *				
Village	1	0	1	0.00
City	48	23	25	47.9
Township	13	5	8	38.5
County	27	13	14	48.1
Metropolitan Statistical Area*				
Yes	71	34	37	47.9
No	18	7	11	39.9
Municipality Population *				
Small (0-10,000)	16	4	12	25.0
Medium (10 - 50K)	43	19	24	44.2
Large (50,001 +)	30	18	12	60.0
Size of Agency [a]				
Small (1 - 20)	25	4	21	16.0
Medium (21-50)	31	16	15	51.6
Large (51 +)	33	21	12	63.6

[a] $x^2(2) = 13.58, p = .01$; Small agencies less frequent users of arbitration
* Not Significant

Survey Findings

As discussed in Chapter 3, two mutually exclusive groups were used for the research. The arbitration population represented all municipalities that petitioned for and went to arbitration from the period 1990-1994. The non-arbitration sample, meanwhile, was a random sample of those municipalities and counties in the state of Michigan that did not go to arbitration for the period 1990-1994.

Frequencies of the arbitration population and non-arbitration sample that completed the surveys are displayed in Table 7. In terms of the arbitration population, villages had the highest response rate (100%), followed by city forms of government (79.2%), counties (66.7%), and townships (46.1%). Villages also had the highest response rate in the non-arbitration sample, reporting a 100% response rate. Townships in the non-arbitration sample had a return rate of 76.9%, followed by counties (70.4%) and cities (66.7%).

Table 7
Arbitration Population and Non-Arbitration Sample
Frequency Distribution, 1990-1994

	Number of Arbitration Respondents			Number of Non-Arbitration Respondents		
	Mailed	Returned		Mailed	Returned	
Variable	Total Number of Arbitration Cases Mailed	n	%	# Sampled	n	%
Type of Government						
Village	1	1	100.0	1	1	100.0
City	48	38	79.2	48	32	66.7
Township	13	6	46.1	13	10	76.9
County	27	18	66.7	27	19	70.4
Total	89	63	100.0	89	62	100.0

The Bargaining Environment

Table 8 shows the characteristics of the bargaining environment of the two groups. In comparing the number of unions per municipality, a statistically significant difference was found between the arbitration and non-arbitration groups (t=-2.35 with 122 df, p<.02; two-tailed). The arbitration

population was found to have an increased mean number of unions (M= 4.3) than the non-arbitration sample (M=3.2).

The number of members on the bargaining team are also shown in Table 8. No statistically significant difference was found between the two groups (t=.79 with 120 df, p<.43; two-tailed). The mean number of individuals used on the bargaining team in the arbitration population was 3.6; the non-arbitration population, meanwhile, reported a mean of 3.8. Through t-tests, a statistically significant mean difference was found (t =2.18 with 22 df, p<.03; two-tailed) regarding the number of bargaining units for each group. The arbitration group reported more unions in their municipality in comparison to the non-arbitration group. The mean number of bargaining units in the arbitration population was 5.1; the non-arbitration population, meanwhile, had a mean of 3.7 bargaining units.

The aggregate numbers of unionized municipal employees are also exhibited in Table 8. The average number of unionized employees was higher in the arbitration population, (M=244.6), compared to the non-arbitration sample (M= 141.4). The differences between the two samples were not statistically significant (t=-1.71 with 120 df, p< .09; two-tailed). T -tests did reveal, however, that the arbitration population had a significantly higher mean number of non-unionized employees (69.5) compared to the non-arbitration sample that had an average of 38.5 non-unionized employees (t=-2.03 with 119 df, p< .04; two-tailed).

The length of the bargaining relationship (measured in years) is also displayed in Table 8. No statistically significant difference was found between the two groups (t=.23 with 118 df, p<.81; two-tailed). The arbitration group reported a mean average relationship length of 16.3 years, while the non-arbitration sample that reported a mean length of 16.6 years.

Table 8
Bargaining Environment Characteristics of Arbitration and Non-Arbitration Respondents, 1990-1994

Characteristics	n	M	Sd	Range
Number of Unions [a]				
Arbitration	63	4.3	2.8	1-17
Non-Arbitration	61	3.2	2.5	1-12
Number of Individuals on Mgmt Bargaining Team *				
Arbitration	61	3.6	1.2	1-7
Non-Arbitration	61	3.8	1.6	1-9
Number of Bargaining Units [b]				
Arbitration	63	5.1	3.6	1-22
Non-Arbitration	61	3.7	3.5	1-23
Number of Unionized Public Sector Employees *				
Arbitration	62	244.6	348.6	5-1650
Non-Arbitration	60	141.4	316.0	0-900
Bargaining Relationship in Years *				
Arbitration	61	16.3	7.1	0-30
Non-Arbitration	59	16.6	7.7	0-30
Number of Non-Unionized Public Sector Employees [c]				
Arbitration	61	69.6	105.8	0-475
Non-Arbitration	60	38.5	52.9	0-300

Note: Table does not include missing data

[a] t (122) = -2.35, p = .02; two-tailed

[b] t (122) = 2.18, p = .03; two tailed

[c] t (119) = -2.03, p = .04; two-tailed

* Not Significant

Bargaining Team Characteristics

Frequency distributions for variables related to the bargaining environment are displayed in Table 9. Included in this table are characteristics of the chief negotiators in terms of their employment status with the municipality; if the chief negotiator served as the arbitration panel delegate; if other non-employees (in addition to or besides the chief negotiator) were on the bargaining team; if an elected official was on the team; and, if the police agency had a designated official on the bargaining team.

In both groups, over 70% of the respondents reported that the chief negotiator was an employee of the municipality or county. The majority of both groups (56% for the arbitration and 60% for the non-arbitration group) also reported that the chief negotiator for the municipality also served as the arbitration panel's delegate if arbitration (or the possibility for arbitration) was used. Responses also indicated that the majority of individuals that comprised the bargaining team consisted of employees (77% for the arbitration and 87% for the non-arbitration group) instead of individuals hired or contracted to assist the municipality or county in contract negotiations.

One statistically significant finding was related to the use of elected officials on the bargaining team ($x^2 = 6.45$ with 1 df, $p<.01$). Municipalities that used arbitration had an elected official on the bargaining team less often (n=19 or 31%) in comparison to those that did not use arbitration (n=28 or 47%).

Table 9
Bargaining Team Characteristics of Arbitration and Non-Arbitration Respondents, 1990-1994
(n=125)

Variable	Used Arbitration		Did not use Arbitration	
	n	%	n	%
Chief Negotiator an Employee *				
Yes	44	71.0	46	75.4
No	18	29.0	15	24.6
Serve on Arbitration Panel *				
Yes	35	55.6	36	60.0
No	28	44.4	24	40.0
Other Team Members Non-employees*				
Yes	14	22.6	8	13.3
No	48	77.4	52	86.7
Elected Official on Bargaining Team [a]				
Yes	19	30.6	32	53.3
No	43	69.4	28	46.7
Designated Police Official on the Bargaining Team *				
Yes	48	76.2	45	73.8
No	15	23.8	16	26.2

Note: table does not include missing data
[a] X^2 (1) = 6.45, p = .01
* Not Significant

Personal Attributes/Characteristics of Chief Negotiators

The mean number of years of collective bargaining experience in the public sector for chief negotiators, controlled for arbitration use is exhibited in Table 10. No statistically significant mean difference was found between the two groups (t = .53 with 114 df, p<.597; two-tailed). The mean number of years for chief negotiators in the arbitration group was 13.9 years, while chief

gotiators in the non-arbitration group reported a mean of 14.6 years of
ıblic sector bargaining experience.

Table 10
Comparison of Collective Bargaining Experience (measured in years) for Chief Negotiators in Arbitration and Non-Arbitration Cases, 1990-1994

ears of Collective argaining Experience *	n	Mean	Sd	Range
Arbitration	59	13.9	6.7	3-28
Non-Arbitration	57	14.6	7.8	0-40

Note: table does not include missing data
* Not Significant

Data exhibiting the degree of authority that the chief negotiator has in reaching a tentative agreement with the union is displayed in Table 11. Originally, the data was based on a Lickert scale of full, some, average, little and no authority (See Appendix J for original frequency distributions). For the purpose of analysis, data was collapsed into two categories as some of the reported frequencies from the existing categories were too small (in number) to perform chi-square tests of significance. As a result of the re-coding, the two categories consisting of full and less than full authority (that incorporated the values of some, average, little, and no authority) were created.

Table 11 shows that the degree of authority for chief negotiators is not significantly different (x^2 = .53 with 1 df, p<.72). The most frequent degree of authority for chief negotiators in the arbitration groups consisted of full authority (53.2% of the cases). The non-arbitration group, meanwhile was split evenly in its responses with 50% of the respondents reporting full and 50% reporting less than full degrees of authority in the collective bargaining process.

Table 11
Reported Degree of Authority for Chief Negotiators in Arbitration and Non-Arbitration Cases, 1990-1994

	Used Arbitration		Did not use Arbitration	
riable	n	%	n	%
egree of Authority				
Full (n=63)	33	52.4	30	47.6
Less Than Full (n=59)	29	49.2	30	50.8

Note: table does not include missing data
* Not Significant

Table 12 shows the level and types of education of the chief negotiators in the arbitration population and non-arbitration sample. Although respondents could have provided multiple responses to this question, consistent with varying degrees or educational levels, the arbitration population indicated that the most frequent level of education was a Bachelor's degree (n= 53) , followed by on the job training (n= 51) and seminar forms of training and education (n=36). The non-arbitration sample, meanwhile, indicated that on the job training was the most frequently reported type of education or training (n= 52), followed by a Bachelor's degree (n= 45) and seminars (n=33).

Table 12
Reported Training and Educational levels of Arbitration and Non-Arbitration Groups, 1990-1994

	Used Arbitration (n=62)		Did not use Arbitration (n=60)	
ariable	n	Rank	n	Rank
Training & Education †				
On the Job	51	2	52	1
Seminars	36	3	33	3
Some College	8	6	11	5
Associate	4	7	6	6
Bachelors	53	1	45	2
Masters	27	4	17	4
Law	19	5	17	4

Note: table does not include missing data
†Categories not mutually exclusive - multiple responses to the question

Table 13 displays the frequency distribution of the arbitration and non-arbitration group with regard to if they have received training specifically to Act 312 Arbitration within the last five years. The majority of both the arbitration and non-arbitration groups received no training related specifically to Act 312 Arbitration in the last five years (60.3% and 73.7% respectively). Chi-square results indicate no statistically significant difference between the two groups (x^2 = 2.3 with 1 df, p<.12).

Table 13
Reported Act 312 Training for Arbitration
and Non-Arbitration Groups, 1990-1994

	Used Arbitration (n=62)		Did not use Arbitration (n=60)	
ıriable	n	%	n	%
raining Related to Act 312 *				
Yes	23	39.7	15	26.3
No	35	60.3	42	73.7

Note: table does not include missing data
* Not Significant

Table 14 exhibits the educational and training levels of contracted and non-contracted chief negotiators for the two groups, rank-ordered (in frequency) from high to low. A total of 42 municipalities reported using a contracted negotiator in comparison to 80 municipalities and counties that reported having an in-house or non-contracted chief negotiator.

When comparing the overall percentage of the reported levels of education, relative to the total number of reported of individuals in each educational or training category, differences were found between the categories of college and advanced degrees. Contracted negotiators reported a higher number of negotiators holding law degrees (n=29) compared to the non-contracted negotiators (n=7). The non-contracted group, however, reported a greater number of negotiators who hold Bachelor (n=58) and Master's (n=35) degrees, compared to the contracted group who reported 40 Bachelor's and 9 Master's degrees.

Table 14
Reported Training & Education Levels of Contracted and Non-Contracted Negotiators as Reported by the Arbitration Population and Non-Arbitration Sample, 1990-1994

	Contracted (n=42)		In-House (n=80)	
Variable	Yes	Rank	Yes	Rank
Training & Education †				
On the Job	33	2	70	1
Seminars	16	4	53	3
Some College	5	6	14	5
Associate	3	7	7	6
Bachelors	40	1	58	2
Masters	9	5	35	4
Law	29	3	7	6

Note: table does not include missing data
† Categories not mutually exclusive - multiple responses to the question

Table 15 provides and overview of the amount of Act 312-related training contracted negotiators have received within the last five years. The majority of respondents in both groups reported that they no training related to Act 312 within the last five years. More in-house negotiators, however, received training in Act 312 in comparison to those jurisdictions that use contracted negotiators (x^2 = 4.9 with 1 df, p<.01)

Table 15
Reported use of Contracted Negotiators who Received Training Specific to Act 312 as Reported by the Arbitration Population and Non-Arbitration Sample, 1990-1994

		Act 312 Training		No Act 312 Training	
Variable		n	%	n	%
Contracted [a]					
	No	31	81.6	47	61.0
	Yes	7	18.4	30	39.0

Note: table does not include missing data
[a] X^2 (1) = 4.9, p = .02

Table 16 reveals the employment status of the negotiator in the context of arbitration use. The majority of contracted negotiators were involved more often in arbitration cases (67.9%) compared to the non-contracted (32.1%) negotiators. No statistically significant difference was found between the two groups (x^2 = 1.0 with 1 df, p<.31).

Table 16
Reported use of Contracted Negotiators who use Arbitration as Reported by the Arbitration Population and Non-Arbitration Sample, 1990-1994

		Arbitration		Non-Arbitration	
Variable		n	%	n	%
Contracted *					
	No	24	36.4	42	63.6
	Yes	38	67.9	18	32.1

Note: table does not include missing data
* Not Significant

Factors Affecting the Bargaining Outcome

Table 17 displays factors that may inhibit the collective bargaining process between the parties. Variables exhibited in Table 17 include: if it was the first contract negotiation with the union that represented the municipality's police officers; if municipal officials, not members of the bargaining team, intervened in negotiations; if any elected officials (not members of the bargaining unit) intervened in the collective bargaining process; if there was any end-run bargaining by the union; and, if the police union engaged in or used any public relations strategies during the negotiation of the collective bargaining agreement.

One factor that may inhibit the collective bargaining process is if the municipality is negotiating with a new union. As discussed in Chapter 2, if a bargaining unit changes union representation, the new union may be more militant in the upcoming contract negotiation. Known as the "new toy" hypothesis (see Drotning, 1977), these new unions may seek arbitration to prove their strength and commitment to the members of the bargaining unit.

No significant difference was found between the groups ($x^2 = .63$ with 1 df, $p<.42$). Over 90% of respondents from the arbitration and non-arbitration groups indicated that it was not their first collective bargaining experience between the union representing the bargaining unit and municipality. Six percent of the cases from the arbitration group and 3.4% from the non-arbitration sample reported that the contract negotiation was with a new union.

Another issue in collective bargaining is the intervention of municipal officials in the bargaining process who are not selected or appointed members of the bargaining team. The majority of both groups (55 cases or 88.7% of the

arbitration group and 55 cases or 93.2% of the non-arbitration group) reported that this activity did not occur during the collective bargaining process. The arbitration population, meanwhile, reported that 7 or 11.3% of the cases, municipal officials not designated to bargain in the contract negotiations intervened. This is in comparison to the non-arbitration sample that reported 4 (or 6.8%) cases. Chi-square analysis of the groups found no statistically significant difference between the groups (x^2 = .74 with 1 df, p<.38).

The analysis related to the intervention of elected officials who were not designated members of the bargaining team are also reported in Table 17. More elected officials intervened (statistically) in arbitration cases, than in non-arbitration negotiations (x^2 = 5.51 with 1 df, p<.01). In 87% of the arbitration cases, an elected official did not intervene. In 98% of the non-arbitration cases, meanwhile, an elected official did not intervene in the contract negotiations.

End-run bargaining (or negotiating with individuals who were not designated as negotiators for the municipality) is also shown in Table 17. This activity was not reported as a frequent occurrence. Less than 8.3% of the non-arbitration group reported end-run bargaining. The arbitration group, meanwhile, reported that 16.1% of its cases had end-run bargaining activities. This difference between the two groups was not statistically significant .

No statistically significant difference was found between the arbitration and non-arbitration samples in the context of public relations activities by the union/bargaining unit (x^2 = 3.53 with 1 df, p<.06). The majority of respondents in both groups indicated that the bargaining units did not engage in any public relations efforts to improve their bargaining position. The arbitration group reported 6 cases, while the non-arbitration group reported 1

case involving public relations activities. This comprised a 9.8 % and 1.7% (respectively) reported rate of public relations activities by unions.

Table 17
Practices Used by Management and Unions
that May Affect the Collective Bargaining Outcome, 1990-1994

		Used Arbitration		Did not use Arbitration	
Variable		n	%	n	%
First Contract Negotiation *					
	Yes	4	6.0	2	3.4
	No	57	93.4	57	96.6
Collective Bargaining Process Jeopardized by Other Officials*					
	Yes	7	11.3	4	6.8
	No	55	88.7	55	93.2
Elected Official Intervene [a]					
	Yes	8	12.9	1	1.7
	No	54	87.1	58	98.3
End Run Bargaining *					
	Yes	10	16.1	5	8.5
	No	52	83.9	54	91.5
Public Relations Efforts *					
	Yes	6	9.8	1	1.7
	No	55	90.2	57	98.3

Note: table does not include missing data
[a] x^2 (1) = 5.51, p = .01
* Not Significant

Table 18 displays the characteristics of municipalities and counties that use contracted negotiators. Counties reported using contracted negotiators more often in overall percentage (67%), compared to village-townships (35%) and cities (26%). Chi-square analysis, meanwhile, shows that cities are less frequent users of contracted negotiators, compared to village/townships and county forms of government (x^2 = 6.84 with 1 df, p<.03). While no statistically

significant difference was found in the context of the use of contracted negotiators and the variable MSA (x^2 = 2.77 with 1 df, p<.09), contracted negotiators were used more in MSA's, regardless of arbitration use.

Table 18 also shows cross-tabulations between the population of the municipality and the use of contracted negotiators. Medium-sized agencies reported the highest use of contracted negotiators in percent (41.2%), followed by large (36%) and small agencies (24%). In the context of population and contracted negotiators, municipalities and counties categorized as medium-sized used contracted negotiators in 58% of the cases, followed by small (29%) and large police agencies (22%). Large agencies were found not to use contracted negotiators as often as medium and small sized agencies (x^2 = 10.72 with 1 df, p<.01).

Table 18
Characteristics of Jurisdictions that
use Contracted Negotiators, 1990-1994

Variables	n	Contracted Negotiator		% Using Contracted Negotiators
		Yes	No	
Type of Government [a]				
City	70	18	52	25.7
Township/Village	17	6	11	35.3
County	27	18	17	66.7
Metropolitan Statistical Area*				
Yes	87	26	61	29.9
No	35	16	19	45.7
Municipality Population *				
Small (0-10,000)	38	9	29	24.3
Medium (10 - 50K)	51	21	30	41.2
Large (50,001 +)	33	12	21	36.4
Size of Agency [b]				
Small (1-20)	59	17	42	28.8
Medium (21-50)	31	18	13	58.1
Large (51 +)	32	7	25	21.9

Note: table does not include missing data

[a] $x^2(2) = 6.84, p = .03$ Cities less frequent users of contracted negotiators

[b] $x^2(2) = 10.72, p = .01$ Large agencies less frequent users of contracted negotiators; missing data = 4

* Not Significant

The perceived bargaining relationship with the union, as reported by management is displayed in Table 19. Originally, respondents could have responded to the categories of good, indifferent and bad. This scale was collapsed into the dichotomous measures of "good" and "less than good" (that included the categories of indifferent and bad) as the frequencies of some variables were too small in their original format to perform chi-square analysis (see Appendix K for original frequency distributions).

The majority of both groups indicated a good bargaining relationship with their respective union. Municipalities in the arbitration population,

however, reported having a poorer bargaining relationship (42%) in comparison to those municipalities that collectively bargained (22%) the contract (x^2 = 6.30 with 1 df, p<.01).

Table 19
Management's Perceptions of the Ability to Pay and the Perceived Relationship with Union, 1990-1994
(with tests of significance)

	Used Arbitration		Did not use Arbitration	
Variable	n	%	n	%
Perceived Relationship with Union [a]				
Good	36	58.1	46	78.0
Less Than Good	26	41.9	13	22.0

Note: table does not include missing data
[a] x^2 (1) = 6.30, p = .01

Table 20 shows management's perceived ability to pay or meet the proposals set forth by the union in the contract negotiation. The majority of the arbitration population (56.4%) indicated that there was an average ability to pay or meet the contract proposals brought forward by the union, followed by a low ability to pay (35.5%). The non-arbitration group reported similar findings as the majority (64.4%) reported an average ability to pay, followed by a low ability (22.0%). No statistical differences were found between the two groups in the context of having the ability to pay or meet the needs or demands of the bargaining units (x^2 = 3.05 with 2 df, p<.21).

Table 20
Reported Ability to Pay by Arbitration
and Non-Arbitration Groups, 1990-1994

Variable		Used Arbitration		Did not use Arbitration	
		n	%	n	%
Ability to Pay *					
	Low	22	35.5	13	22.0
	Average	35	56.4	38	64.4
	High	5	8.1	8	13.6

Note: table does not include missing data
* Not Significant

The degree of militancy may also be a factor in arbitration, as a perceived higher degree of militancy may suggest a hostile bargaining relationship, leading to arbitration. Originally, respondents could have provided responses from an ordinal-scaled measure of very low to very high (see Appendix L for original frequency distributions). For statistical purposes, categories were collapsed into the categories of low (that contain the original values of very low and low), average and above average (that contain the original values of above average and high) levels of perceived militancy.

Table 21 shows that both the non-arbitration and arbitration groups reported low levels of union militancy (47.5% and 50.0% respectively). This was followed in overall frequency and percentage by average levels (32.8% for the arbitration group, and 36.7% for the non-arbitration sample). Chi-square analyses found no statistically significant differences between the two groups in the context of union militancy (x^2 = .90 with 2 df, p<.63).

Table 21
Union Militancy as Reported by the
Arbitration and Non-Arbitration Sample, 1990-1994

	Used Arbitration		Did not use Arbitration	
Variable	n	%	n	%
Degrees of Militancy *				
Low	29	47.5	30	50.0
Average	20	32.8	22	36.7
Above Average	12	19.7	8	13.3

Note: table does not include missing data
* Not Significant

Table 22 displays the perceived levels of union competency as reported by the arbitration population and non-arbitration sample. Originally, respondents could have provided responses from an ordinal-scaled measure of very low to excellent (see Appendix M for original frequency distribution). For statistical purposes, categories were collapsed into the categories of low (containing the original values of very low and low), average, and above average (containing the values of above average and excellent) levels of perceived union competency.

Average levels or degrees of militancy were the most frequently reported responses from the arbitration population (47.5%) and non-arbitration sample (52.5%). Those municipalities that reported low degrees of competency were reported more in the arbitration group than those municipalities that collectively bargained the employment contract ($x^2 = 8.83$ with 2 df, $p<.01$).

Table 22
Union Competency as Reported by the Arbitration Population and Non-Arbitration Sample, 1990-1994

	Used Arbitration		Did not use Arbitration	
Variable	n	%	n	%
Degrees of Competency [a]				
Low	16	26.2	4	6.8
Average	29	47.5	31	52.5
Above Average	16	26.2	24	40.7

Note: Table does not include missing data

[a] x^2 (2) = 8.83, p = .01; Those with reported low degrees of competency use arbitration more

Additional activities related to impasse that occur during the collective bargaining process are exhibited in Table 23. Variables displayed in Table 23 include if the union threatened the use of Act 312 arbitration during the negotiation process; if the parties reached impasse during negotiations; and, if a request for mediation was filed with the Michigan Employment Relations Commission (MERC).

One bargaining strategy that the bargaining unit or union may use during the negotiation process is to threaten to invoke arbitration. The arbitration population using the threat of arbitration more often (82.3% of the cases) in comparison to the non-arbitration sample (44.1% of the cases). The threat of using arbitration, meanwhile, was found to be used less in the non-arbitration group (x^2 = 19.05 with 1 df, p<.01)

The frequency or occurrence of impasse between the parties during the contract negotiation is also exhibited in Table 23. All cases in the arbitration population reached impasse. This finding is not unexpected as impasse in contract negotiations is a requisite step before mediation and (possible)

arbitration can be requested by the parties. A review of the non-arbitration sample, meanwhile, shows that in 40.7% of the total cases, the parties reached impasse during the contract negotiation.

Table 23 also shows that all cases in the arbitration population reported requesting mediation from the Michigan Employment Relations Commission (MERC). This finding is not unexpected as the request for mediation is also a requisite step before a petition for arbitration can be filed with MERC. In comparison, 49.2% of the cases in the non-arbitration sample reported requesting mediation from MERC.

Table 23
Collective Bargaining Actions Leading up to and Including the Arbitration Process, 1990-1994

		Used Arbitration		Did not use Arbitration	
Variable		n	%	n	%
Threaten Act 312 [a]					
	Yes	51	82.3	26	44.1
	No	11	17.7	33	55.9
Reach Impasse					
	Yes	62	100.0	24	40.7
	No	0	00.0	35	59.3
Request for Mediation Filed					
	Yes	60	100.0	29	49.2
	No	0	00.0	30	50.8

Note: table does not include missing data
[a] X^2 (1) = 19.0, p = .01

Table 24 displays the number of bargaining sessions held before impasse was reached by the parties. The arbitration population reported a mean number of 5.2 sessions, while the non-arbitration sample reported a

mean number of 4.6 bargaining sessions. T-tests report no statistical significance difference between the two groups (t = -.61 with 83 df, p<.54; two-tailed).

Also exhibited in Table 24 is the number of mediation sessions held before the mediator declared that impasse was reached by the parties. The arbitration population reported a mean number of 2.5 sessions while the non-arbitration sample reported a mean number of 1.1 sessions. No statistically significant difference was found between the groups (t=-1.61 with 66 df, p<.11, two-tailed).

Table 24
Reported Number of Collective Bargaining and Mediation Sessions Held by Arbitration Population and Non-Arbitration Sample, 1990-1994

Characteristics	n	M	Sd	Range
Number of Bargaining Sessions*				
Arbitration	61	5.2	3.3	0-20
Non-Arbitration	24	4.6	5.6	1-30
Number of Mediation Sessions*				
Arbitration	56	2.5	3.0	1-18
Non-Arbitration	12	1.1	0.9	0-2

Note: table does not include missing data
* Not Significant

Table 25 shows the frequency distributions of the issues in dispute that led to impasse. Wages were reported as the most frequently cited impasse issue for the arbitration (n=53) and non-arbitration (n=19) groups. The second most commonly cited reason for impasse were issues related to retirement and pensions. The arbitration population reported 45 cases that addressed this issue, compared to 12 for the non-arbitration sample. Third, were those

issues related to medical insurance where the arbitration population reported 30 cases, compared to 7 for the non-arbitration sample.

The last two frequently cited reasons for impasse were related to non-economic issues. These issues were related to management rights that included issues over minimum personnel or staffing, hiring employees, the use of part-time employees, and job titles (n=4 for the arbitration; n=1 for non-arbitration group). Residency was also an impasse issue. This topic was ranked fifth for the arbitration population (n=3) and fourth for the non-arbitration sample (n=4). Appendix N reports all other issues that existed at impasse.

Table 25
Reported Issues at Impasse as Reported by Arbitration Population and Non-Arbitration Sample, 1990-1994 *

	Used Arbitration (n=63)		Did not use Arbitration (n=60)	
Variable	n	Rank	n	Rank
Primary Issues				
Wages	53	1	19	1
Retirement/Pensions	45	2	12	2
Medical Insurance	30	3	7	3
Management Rights	4	4	1	5
Residency	3	5	4	4

Note: table does not include missing data

* Categories not mutually exclusive - multiple responses to the question

Table 26 exhibits the number of issues resolved during mediation and the balance of issues remaining at arbitration. Of the 53 issues involving disputes over wages, none were resolved at the mediation stage. Issues involving retirement and pensions, meanwhile, show that two cases were resolved at the mediation stage. Of the reported 30 cases where medical

insurance was an issue at impasse, 3 were resolved at mediation. Issues related to residency show that 1 case was resolved at mediation, with the balance (n=2) proceeding to arbitration.

Table 26
Number of Issues Resolved at Mediation Stage as Reported by the Arbitration Population and Non-Arbitration Sample, 1990-1994 *

	Issues at Mediation	Issues at Arbitration	Number of Issues Resolved
Variable	n	n	n
Primary Issues			
Wages	53	53	0
Retirement/Pensions	45	43	2
Medical Insurance	30	27	3
Residency	3	2	1

* Categories not mutually exclusive - multiple responses to the question

Municipality Negotiation Styles

Table 27 shows integrative bargaining techniques, strategies or styles used by the respondents in the arbitration population and non-arbitration sample. Originally, the variables used in this analysis were Lickert-scaled values consisting of strongly agree, agree, disagree and strongly disagree (see Appendix O for original frequency distributions). For the purpose of this research, categories were collapsed into agreement (formerly agree and strongly agree) and disagreement (formerly disagree and strongly disagree) categories.

The aggregate frequencies of all of the sub-categories of integrative bargaining processes or techniques, regardless of arbitration status, reveal that the majority of respondents reported using integrative bargaining techniques.

The arbitration population and non-arbitration sample reported that they had a commitment to the industrial relations function (91.4% and 85.2% respectively) while also indicating that they were able to clearly understand the requests and needs that the union was presenting (84.1% and 88.7% respectively).

The majority of the arbitration population and non-arbitration sample also reported they had a commitment to work with the union (95.2% and 91.9% respectively) while indicating that in the majority of cases, they trusted the union (66.7% and 72.6% respectively). The majority of the responses from the arbitration population and non-arbitration sample also show that they believed the union's needs were valid (57.4% and 69.4% respectively), and a positive bargaining relationship existed (74.2% and 93.4% respectively) in the negotiations.

One statistically significant finding was related to the perceived degree of professionalism exhibited by the union's bargaining team in the contract negotiations. The arbitration population had more cases where there was disagreement that the bargaining team was professional in the negotiation process ($x^2 = 8.37$ with 1 df, $p<.01$).

Table 27
Reported Measures of Integrative Bargaining Techniques
by Arbitration Population and Non-Arbitration Sample, 1990-1994

	Used Arbitration		Did not use Arbitration	
Integrative Bargaining Factors	n	%	n	%
Commitment to Industrial Relations Function*				
Agree	53	91.4	46	85.2
Disagree	5	8.6	8	14.8
Able to Clearly Understand the Unions Needs and Requests*				
Agree	53	84.1	55	88.7
Disagree	10	15.9	7	11.3
Was Committed to Work with the Union*				
Agree	59	95.2	57	91.9
Disagree	3	4.8	5	8.1
Management Trusted the Police Union*				
Agree	42	66.7	45	72.6
Disagree	21	33.3	17	27.4
Believed the Union's needs were Valid*				
Agree	35	57.4	43	69.4
Disagree	26	42.6	19	30.6
Positive Bargaining Relationship Existed*				
Agree	45	72.6	51	82.3
Disagree	17	27.4	11	17.7
Bargaining Team for Union was Professional [a]				
Agree	46	74.2	57	93.4
Disagree	16	25.8	4	6.6

Note: table does not include missing data
[a] x^2 (1) = 8.37, p=.01
* Not Significant

Factors related to the use of distributive bargaining techniques or processes are displayed in Table 28. Like the integrative factors, originally the variables used in this analysis were Lickert-scaled values consisting of

strongly agree, agree, disagree and strongly disagree (see Appendix P for original frequency distributions). For the purpose of analysis, categories were collapsed into agreement (formerly agree and strongly agree) and disagreement (formerly disagree and strongly disagree). Chi-square tests of significance were performed to determine if there were any statistically significant differences between the two groups in any of the distributive bargaining items.

While the majority of both groups reported that they expected an aggressive opponent (75.4% for the arbitration and 67.7% for the non-arbitration group), distributive bargaining styles, regardless of arbitration status, were found not to be frequently used in negotiations. The majority of the arbitration and non-arbitration sample groups also reported disagreement to the following items: a high degree of conflict exclusive of the contract negotiations (80.9% and 91.9% respectively); an overall dislike of the bargaining team (90.3% and 91.9% respectively); that management was in direct conflict with the union (74.2% and 83.9% respectively), that previous contract negotiations were less cooperative (65.6% and 57.4% respectively), and that management concealed relevant information during negotiations (98.4% and 96.8% respectively).

The arbitration population, however, reported more instances where their goals were in direct conflict with one another ($x^2 = 5.79$ with 1 df, $p<.01$). The arbitration population reported 30 cases where their goals were in direct conflict with the union's in comparison to the non-arbitration sample that reported 17 cases.

Table 28
Reported Measures of Distributive Bargaining Techniques
by Arbitration and Non-Arbitration Sample, 1990-1994

	Used Arbitration		Did not use Arbitration	
Distributive Bargaining Factors	n	%	n	%
Expected that the negotiation team would confront an aggressive opponent *				
Agree	46	75.4	42	67.7
Disagree	15	24.6	20	32.3
Goals were in direct conflict [a]				
Agree	30	48.4	17	27.4
Disagree	32	51.6	45	72.6
Management team was in direct conflict with the union during negotiations*				
Agree	16	25.8	10	16.1
Disagree	46	74.2	52	83.9
Previous contract negotiations were less cooperative *				
Agree	21	34.4	26	42.6
Disagree	40	65.6	35	57.4
Exclusive of contract negotiations, there was a high degree of conflict with the union *				
Agree	12	19.1	5	8.1
Disagree	51	80.9	57	91.9
Management concealed relevant information from the Union during negotiations *				
Agree	1	1.6	2	3.2
Disagree	61	98.4	60	96.8
Overall Dislike of Union's Bargaining Team *				
Agree	6	9.7	5	8.1
Disagree	56	90.3	57	91.9

Note: table does not include missing data
[a] x^2 (1) = 5.79, p = .01
* Not Significant

Index scores of the integrative and distributive bargaining items were constructed by taking the sum of the reported values (ranging from high of 4 [indicating strongly agree] to a low of 1 [strongly disagree]) for each of the variables associated with both integrative and distributive bargaining items. Numerical values from these variables were subsequently collapsed and recoded into new variables that show the numerical sum scores of integrative and distributive bargaining styles. As a result of this recoding, the integrative index scale had a range from a perfect score of 24 (indicating a perfect score of integrative bargaining techniques) to a low of 6 points (indicating a perfect low score of not using integrative techniques).

Table 29 shows the index scores of distributive and integrative bargaining styles as reported by the arbitration and non-arbitration groups. According to the results of the t-tests, there was no statistically significant difference between distributive (t=-.56 with 118 df, p<.55; two-tailed) and integrative bargaining styles (t=1.25 with 108 df, p<.21; two-tailed). Integrative bargaining index values for the arbitration group reveals that those parties that went to arbitration reported a mean index score of 17.3, compared to the non-arbitration group that had a mean index score of 17.7. The scale index associated with distributive techniques, shows a mean score of 13.1 for the arbitration group, compared to 12.5 for the non-arbitration group.

Table 29
Index Score of Integrative and Distributive Bargaining Styles by Arbitration and Non-Arbitration Respondents, 1990-1994

Characteristics	n	M	Sd	Range
Integrative Bargaining Scores*				
Arbitration	57	17.3	1.7	12-22
Non-Arbitration	54	17.7	2.5	8-24
Distributive Bargaining Scores *				
Arbitration	60	13.1	2.5	8-19
Non-Arbitration	62	12.5	2.5	6-21

* Not Significant

Using each groups mean index score of distributive and integrative bargaining as the dependent variable, a two-way ANOVA, repeated measures test was conducted. The two factors used in the analysis were use of arbitration (not used and used), and type of government (city, village-townships, and counties). No prediction was made concerning the main effect for distributive and integrative bargaining. No statistically significant difference between distributive and integrative forms of bargaining in the context of the type of government and arbitration use was found (see Appendix Q)

The Logistic Regression Models

As previously discussed in Chapter 3, two different logistic regression models were used. The partial model incorporates archival data not collected from the survey portion of the research. This model also includes all municipalities and counties in the state of Michigan that provide their own law enforcement services (n=515) and all arbitration cases (n=89) that occurred in Michigan from 1990-1994. The full model incorporates data from the

survey, combined with archival data related to the bargaining environment to provide a comprehensive model on factors that lead to arbitration.

The Partial Model

Variables included for analysis in the partial model include the type of municipal government (Govt), if the municipality was located in a Metropolitan Statistical Area (MSA), the number of sworn employees in the police department (Sworn), the State Equalized Valuation (SEV) or wealth of the municipality, and the population of the municipality. The use of arbitration is the dependent variable in the model.

Measures of association for the variables to be introduced into the model were performed. As exhibited in Appendix R, a strong correlation (r=.91) was found between the variables SEV and Population. As the logistic regression model holds the same assumptions as the OLS regression model in multicolinearity (see Aldrich & Nelson, 1984), it was necessary to drop one of the variables from the model. Since SEV has been cited in the arbitration literature as a factor that influences the use of arbitration (see Kruger, 1993 and Elkouri, 1985), the variable population was excluded from analysis to create a more parsimonious logistic model.

As logistic regression allows for both categorical and continuous levels of data, both are used in the model. Continuous measures include the wealth of the municipality or the state equalized valuation, and the number of sworn employees in the police agency. Categorical variables include the type of government that is designated as a design variable consisting of city, village-township and county (that is the reference group). Dichotomous variables include if the municipality was located in an Metropolitan Statistical Area (MSA) and the dependent variable, arbitration.

Means, metrics, standard deviations, and ranges for the variables in the logistic regression equation are shown in Table 30. Frequency distributions for the model show that only one village used arbitration from 1990-1994. As large numbers of observations in each cell in a contingency table are recommended to overcome the problems of large standard errors and inaccurate estimated coefficients that may result from the presence of small cell counts (see Hanushek and Jackson, 1977 and Hosmer and Lemeshow, 1989), village forms of government were collapsed into the design variable "village-township". Townships were determined to be the most appropriate category to integrate the village data, based on their similarities in comparison the other two categories of city and county.

The categorical variable government was introduced into the model with an indicator variable coding scheme. As discussed by Norusis (1990) this coding method allows the researcher to compare the coefficient of the new design variable's effect compared to a reference design variable (other designs such deviation coding, meanwhile, are much more difficult to mathematically interpret). Indicator or referent coding is also the most commonly used method in the literature (see Hosmer and Lemeshow (1989) for a complete discussion of coding alternatives).

As this is an exploratory model building study, forward selection with the Likelihood-Ratio Criterion was used. This model building option results in each variable being evaluated for entry or removal from the model based on its level of significance. The level of acceptance for including variables in the model was selected at .0001 with a cutoff value of .05.

Table 30
Variables, Metrics and Descriptive Statistics
- Partial Logistic Regression Model -
(n=515)

		Descriptive Statistics		
Variables	Metrics	Mean	Sd	Range
Dependent				
Arbitration	0=no, 1=yes	.173	.378	0-1
Archival Data				
Govt	1=city, 2= village & township, 3=county	2.66	.739	1-3
MSA	0=no, 1=yes	.600	.490	0-1
Sworn	Continuous	31.77	177.21	1-3859
SEV	Continuous	534211704	2065641836	3.005E+10

Table 31 exhibits the results of the logistic model. All the variables were regressed on the dichotomous dependent variable -- arbitration. Analysis of the reported Wald statistics (see Hosmer and Lemeshow, 1989 for a discussion of the Wald statistic) and significance levels indicate that the intercept and coefficients for the design variables of city, village-township, MSA, number of employees, and SEV are all influential predictors of the dependent variable arbitration. All variables in the model reported significance levels greater than .001. T distributions, which can be determined by taking the beta coefficient divided by the standard error, also report that all variables in the equation are statistically significant. Overall, the logistic model reports a chi-square value of 78.27 (df = 5, p=.01) and an overall fit of 83.50%.

Given the coefficients, the logistic regression equation for the probability of arbitration can be written as:

Arbitration = -1.2668 + -3.8 E-10 (SEV) + .0156 (Number of Employees) + 1.6672 (MSA) - 2.5524 (if municipality is a village-township) - 1.9718 (if municipality is a city).

In logistic regression, interpretations of the variables can be based on the coefficients or the exponentiated values of the estimated regression coefficients (that are subject to interpretations in terms of odds ratios). Coefficient values are reported in column two. Exponentiated coefficients (Exp B), that are more insightful and easier to understand than those of the coefficients are shown in column six of Table 31.

The model indicates that the type or form of government has a positive effect upon the use of arbitration. Compared to county forms of government (which is the reference category), cities, and village-townships are associated with decreased log odds of using arbitration, ceteris paribus. The odds ratio of a city going to arbitration in comparison to a county is .13 when all other variables in the model are held constant. The odds ratio of arbitration (1/.1392) is 7.18 times higher for county forms of government in comparison to city forms of government. Village-township forms of government, compared to county forms of government, meanwhile, report an odds ratio of .077 for arbitration. The subsequent odds ratio (1/.0779) reports that arbitration is 12.83 times higher for counties in comparison to village-township forms of government, ceteris paribus.

The results of the model also indicate that municipalities that are located in Metropolitan Statistical Areas (MSA's) have an increased log odds of using arbitration. The odds of a municipality located in an MSA of going to arbitration is 5.2972 to 1 in comparison to municipalities that are not located in MSA's.

A positive direction or relationship also exists regarding the number of employees and the use of arbitration. As the number of employees increases in a police agency, there is an increased log odds of using arbitration. As logistic regression may be difficult to interpret when using continuous data (see Hosomer and Lemeshow (1989) for a complete discussion), this variable is easier to interpret if put in the context of every 10 officers (instead of one as originally reported in the model). When the odds ratio for this variable is re-calculated using the beta coefficient (.0156), it indicates that for an increase of every ten people in a police agency, there is an increased odds of 1.17 (exp (10 x .0156) = 1.17) for arbitration when all other covariates in the model are held constant.

The model also exhibits a negative influence of the state equalized valuation (SEV) and the use of arbitration. As the SEV of the municipality or county increases, the propensity for arbitration decreases. For every one million dollar increase in the municipality's SEV, the odds for arbitration decreases by .9996. A billion dollar increase in the SEV of a municipality, meanwhile, shows that the odds are 1.448 to 1 that arbitration will not happen, when all other covariates are held constant.

Regardless of the method of interpretation, these findings suggest that the model is adequate in explaining what environmental characteristics are likely to predict the use of Act 312 arbitration. This fit is further substantiated as the overall test of the model (the model chi-square and goodness of fit) indicates that the model fits the data well, while the pseudo R^2 is .49 (see Aldrich and Nelson, 1989), further supporting the model's adequacy.

Table 31
Summary of Logistic Regression Model Coefficients for Environmental Variables Associated with the use of Arbitration, 1990-1994
- Partial Model -

Variables	Coefficient	S.E.	Wald	Sig	R	Exp (B)
Government Type			33.5109	.00001	.2495	
City	-1.9718	.4083	23.3162	.00001	-.2120	.1392
Villages & Townships	-2.5524	.4532	31.7226	.00001	-.2504	.0779
MSA	1.6672	.3763	19.6272	.00001	.1928	5.2972
Sworn	.0156	.0042	13.6930	.00020	.1570	1.0157
SEV	-3.8E-10	1.157E-10	10.7460	.00100	-.1358	1.000
Constant	-1.2668	.2918	18.8420	.00001		

Model X^2	78.266
D.F.	5
Probability	<.0000
N	515

Notes: Number of selected cases = 515; model chi-square 78.266; df = 5, p = .0001. Overall the model correctly predicts 83.50% of the cases.

The Full Model

The full model analyzes all municipalities that went to arbitration from the years 1990-1994 and the sample of municipalities and counties that did not use arbitration from 1990-1994. This logistic regression equation incorporates the findings from the survey and environmental or archival data to generate a comprehensive model of factors that may lead to arbitration.

Variables included for analysis in the Full Model include both environmental and variables associated with the bargaining environment. Environmental variables used in the model include the type of municipal government (Govt), if the municipality was located in a Metropolitan Statistical Area (MSA), the number of sworn employees in the police

department (Sworn), the State Equalized Valuation (SEV) or wealth of the municipality, and the population of the municipality.

Also included in the original full model was if the municipality or county used arbitration in the previous contract negotiation (the narcotic effect). Due to a large standard error, however, this variable was excluded from the final model. As bivariate analyses of the variables indicated multicolinearity between the variables type of government and the type of representation, the variable type of representation was excluded from the model to create a more parsimonious model.

Variables associated with the bargaining environment used in the model included: the ability to pay; the perceived relationship between the parties as reported by the municipalities; if an elected official was on the bargaining team, the attained educational level and training of the chief negotiator; if it was the first contract negotiation between the two parties, the level of training of the chief negotiators; and, the number of years of collective bargaining experience for the chief negotiators. Two measures of bargaining styles were also included in the model. The first variable measured management's reported level of commitment to working with the union. The second measure included the level of good faith bargaining displayed by the union in the negotiation, as reported by management.

Frequency distributions, means, values, standard deviations and ranges for the variables in the full model are reported in Table 32. Appendix S reports the measures of association of the variables used in the full model. A strong correlation (R=.96) was found between the variables SEV and Population. Since SEV has been cited in the arbitration literature as a factor that influences the use of arbitration (see Kruger, 1993 and Elkouri, 1985), the variable population was excluded from analysis to create a more

parsimonious model. All other variables, meanwhile, displayed weak to moderate measures of association.

Categorical variables were introduced into the logistic model using the indicator variable coding scheme. As this is an exploratory study, forward selection with the Likelihood-ratio Criterion was also used. The level of acceptance for including variables in the model was selected at .0001 with a cutoff value of .05. All variables were regressed on the dichotomous dependent variable -- arbitration.

Table 32
Variables, Metrics and Descriptive Statistics
- Full Logistic Regression Model -
(n=126)

		Descriptive Statistics		
Variables	Metrics	Mean	Sd	Range
Dependent Variable				
Arbitration	0=no, 1=yes	.5	.50	0-1
Independent Variables				
Type of Government	1=city, 2= village & township, 3=county	2.73	.89	1-3
MSA	0=no, 1=yes	.71	.46	0-1
SEV	Continuous	879,260,408	1765738190	1.414E+10
Ability to Pay	1=low, 2=medium, 3=high	1.82	.61	1-3
Perceived Relationship	1=bad, 2=indifferent, 3=good	2.56	.68	1-3
Elected Official	1=yes, 0-no	.42	.49	0-1
Number of Sworn Employees	Continuous	43.18	54.30	1-287
Number of Years CB Experience	Continuous	14.22	7.23	1-40
Good Faith Bargaining	1=agreement, 0=disagreement	.82	.38	0-1
Conflict	1=yes, 0=no	.18	.38	0-1
First Contract	1=yes, 0=no	.05	.22	0-1
Contracted	1=yes, 0=no	.34	.48	0-1
Level of Training	1=limited college, college degree, 3=advanced degrees	1.467		
Commitment to work with Union	1=agreement, 0=disagreement	.935	.25	0-1

Table 33 reports the findings of the full logistic model. Variables that were included in the full model included: the municipality's ability to pay; the type of government; if the municipality was located in an MSA; the

perceived relationship of the parties; and, if an elected official served or was present on the bargaining team.

Given the coefficients, the logistic regression model can be written as:

Arbitration = -.6962 + 2.2139 (if there is a low ability to pay) + 1.3403 (if there is an average ability to pay) - 2.2003 (if municipality is a city) - 1.9999 (if municipality is a village-township) + 2.4974 (if there was bad perceived relationship) + 1.2040 (if there was an indifferent perceived relationship) - 2.8562 (if there was an elected official on the bargaining team).

The full model shows that the type or form of government has a positive effect on the use of arbitration. Compared to county forms of government (which is the reference category), cities and village-township forms of government are associated with a deceased log odds of using arbitration, ceteris paribus. The odds ratio of a city going to arbitration in comparison to counties is .1108 when all other variables are held constant. The subsequent odds ratio of arbitration (1/.1108) is 9.025 higher for county forms of government in comparison to city forms of government. Village-township forms of government, meanwhile, compared to county forms of government, show an odds ratio of .1354 for arbitration. The subsequent odds ratio (1/.1354) shows that arbitration is 7.3855 times higher for counties, compared to village forms of government, ceteris paribus.

The full model also shows that municipalities and counties located in MSA's have an increased log odds of using arbitration. Municipalities and counties that are located in MSA's have an increased odds of 7.3792 to 1 of arbitration use, compared to those municipalities not located in MSA's. The model also shows a slight negative relationship between arbitration and the use of an elected official on the bargaining team. When elected officials are used on the bargaining team, the odds for arbitration is .0575 to 1.

Variables associated with the bargaining environment or dynamics are also included in the full model. A positive direction or relationship exists with the ability to pay. As the ability to pay decreases, the odds for arbitration (ceteris paribus) increases. If the ability to pay is low, the log odds of using arbitration is 9.1515 to 1. In comparison, those municipalities that have a high ability to pay, have a log odds of .10927 of using arbitration, ceteris paribus (1/9.1515 = .10927). Municipalities that have average ability to pay, ceteris paribus, have a log odds of 3.8202 to 1 of using arbitration. This is in comparison to the reference group that would have a log odds of .2617 for arbitration, ceteris paribus.

The perceived relationship between the union and municipality shows a positive direction or relationship. If there is a poor relationship between the parties, the model shows that there is a log odds of 12.1508 to 1 of arbitration use. In comparison to the reference category of good, meanwhile, the log odds for arbitration (1/12.1508) is .0822. If there is an indifferent attitude toward the union in negotiations, there is an log odds of 3.333 to 1 for arbitration use, ceteris paribus.

Table 33
Summary of Logistic Regression Model Coefficients for Survey & Environmental Variables Associated with the Use of Arbitration
-Full Model-

Variables	Coefficient	S.E.	Wald	Sig	R	Exp (B)
Ability to Pay			5.9637	.0507	.1135	
Low	2.2139	.9219	5.7672	.0163	.1572	9.1515
Medium	1.3403	.8120	2.7249	.0988	.0689	3.8202
Government Type			7.2409	.0268	.1458	
City	-2.2003	.8420	6.8289	.0090	-.1780	.1108
Villages & Townships	-1.9999	.9350	4.5745	.0325	-.1299	.1354
MSA	1.9978	.5980	11.1597	.0008	.2451	7.3729
Perceived Relationship			9.2663	.0097	.1858	
Bad	2.4974	.9303	7.2063	.0073	.1848	12.1508
Indifferent	1.2040	.6110	3.8822	.0488	.1111	3.3333
Elected	-2.8562	.7846	13.2508	.0003	-.2716	.0575
Constant	-.6962	1.0091	.4761	.4902		

Model X^2	37.411
D.F.	5
Probability	<.0000
N	110

Notes: Number of selected cases = 110; missing cases = 16; model chi-square 37.411; df = 8, p = .0001. Overall the model correctly predicts 74.55% of the cases.

Several variables in the full model were insignificant, based on the Wald Statistic (see Hosmer and Lemeshow, 1989 or a full discussion of the Wald statistic) and not included in the model (see Appendix T). Environmental factors that were found to be insignificant in the full model included the SEV and the number of police employees. Variables associated with characteristics of the chief negotiators included the level of training of the chief negotiators, and the number of years of collective bargaining experience.

Some variables associated with the actual bargaining process were insignificant in the model (see Appendix T). These variables included if it was the first contract negotiation between the two parties; management's reported level of commitment to working with the union; and, the level of good faith bargaining displayed by the union in the negotiation, as reported by management.

Chapter 5
Discussion

The results of this study have advanced the understanding of collective bargaining and arbitration in the context of law enforcement in Michigan by providing findings that have never been reported or examined in earlier arbitration studies. Some of the findings, in this research are consistent with earlier research conducted in Michigan and other states that legislated binding arbitration for police. Other findings in this research, however, refute much of the earlier research conducted in police-compulsory arbitration research.

This chapter is divided into three sections. The first section discusses the results of the logistic regression models. The second section will discuss the characteristics of the arbitration and non-arbitration groups, differences between the two groups, and how municipal characteristics affect the negotiation process and outcomes. The third section, meanwhile, provides a discussion of the characteristics of the composition of the bargaining team and chief negotiators. The chapter concludes with a discussion regarding the limitations and strengths of the research. Implications for future arbitration research will also be considered.

The Logistic Regression Models

This research has provided a unique contribution to the arbitration literature by using multivariate logistic regression models to examine bargaining processes and environmental characteristics related to collectively negotiating police contracts. By examining the effects of multiple

independent variables on the dependent variable arbitration, a more precise understanding of how the interactions of variables in the bargaining process contribute to impasse was achieved. Comparisons across the models, meanwhile, provide insight into how the odds ratios change for some variables, raising some topics for discussion and further analysis. Since this is the first known study that has attempted to model factors that surround arbitration, this study should be considered a preliminary step toward a greater understanding of those factors or issues that lead parties to arbitration.

The Partial Model

The partial model examined environmental or demographic variables associated with collective bargaining and arbitration in the context of all municipalities in Michigan that provide law enforcement services. The SEV, number of sworn employees, type of municipal government, and location of the municipality within or outside a MSA was found to affect the use of arbitration.

The results from the partial model provide insight into what may lead parties to use arbitration over collectively negotiating the employment contract. First, the findings from this research indicate that the form of government is not uniform with the use of arbitration. If the type of municipality was a county for instance, the probability for arbitration was approximately 7 times higher than cities. The odds for counties going to arbitration, meanwhile, over village-townships was 12 times higher.

While the existing literature fails to adequately explain the differences in arbitration between counties and other forms of government, there are some plausible explanations for this phenomenon. First, the overall structure of the government may affect arbitration. In county forms of government, executive powers are not vested in a single person (like some

municipal structures). Instead, the executive powers exist in the form of a governing board (Moskow, et al., 1970). The composition, size, and functions of this governing board could, for instance, affect the collective bargaining process in some counties, increasing the probability for arbitration. Future research, meanwhile, could also address how the degree of task specialization, organizational culture, span of control, and centralized or decentralized decision making determine why or how counties use arbitration more than other governmental structures.

Another explanation for counties having higher arbitration rates in comparison to other forms of municipal governments may be attributed to the political environment of the municipality. Crouch (1970), in his examination of mayor-council, manager, and township forms of government determined that political forces greatly influence mayor-council and township forms of government, as both were equally high in arbitration use. In the context of counties, sheriffs are in charge of law enforcement operations. Sheriffs in Michigan are elected, while municipal police chiefs are appointed. As a consequence, the sheriff is controlled to large degree by the electorate and may operate in a more politically charged climate than a chief of police (Swanson, et. al, 1998; Perk, 1997). This politically charged environment may mean that the sheriff may have to be more fiscally accountable to the public (and take a harder position at the bargaining table, causing arbitration), compared to chiefs of police. In addition, the political environment may affect many of the daily activities and personnel issues in the agency, while impairing long-range strategic planning and organizational effectiveness.

The composition of the bargaining team may also explain the difference in arbitration rates between counties and other forms of

government as the internal government structure may directly or indirectly control who will be on the bargaining team. This was proposed by Hondale (1983) who found that the composition of the bargaining team affected management's ability to collect and analyze relevant data in the bargaining process. To further substantiate this, in his analysis of counties VerBurg (1987) indicated that multiple individuals could be involved in the contract negotiation process, including county commissioners, administrators, and contracted individuals. Counties may also include directors of labor relations, finance directors, and the county clerk in the collective bargaining process (Mulcahy, 1975).

Economic determinants may also be an explanation for differences in arbitration use between counties, city and village-township forms of government. First, the economic health of a municipality may lead to higher arbitration use if a pattern of pathology exists among types of governments. This issue was discussed in the context of New York, Chicago and Los Angeles where Lewin et al. (1979) found that the differences in the economic health of these communities subsequently affected industrial relations.

Second, tax bases may differ between counties and other forms of government. Rehmus (1969), for instance, indicated that the Michigan Constitution limits the millage rates on property taxes, while designating the allocation or distribution of taxes where counties receive less tax revenue than cities. A third explanation related to economics is that the budgeting process in counties, cities, or village-townships may be determined by different individuals or units, depending upon the structure of government (Kearney, 1992).

The findings from the model also reveal that the variable MSA was also strong predictor of the use of arbitration. Municipalities located in MSA's

had a higher odds ratio (5 times higher) for arbitration, than those municipalities not located in an MSA. This finding is consistent with earlier research by Feuille and Delaney (1986), Connolly (1986), and McLaughlin and Perman (1991) who found that those employee groups that were located in MSA's received higher salaries and more favorable contracts through arbitration. While this study supports these earlier findings, more research should be conducted to determine what specific factors in MSA's lead to more arbitrated contracts. Some avenues of research could include an examination of those factors or dynamics related to labor markets and wage parity issues.

The multivariate model also indicated that the wealth of a municipality, as measured by the state equalized valuation (SEV), contributed to the use of arbitration. The model showed that as the wealth of the municipality increases, there is a slight decrease in the use of arbitration. While the strength of this relationship was not as strong as the structure of government and MSA, this finding has face validity. One may safely assume that if the municipality has the requisite wealth (i.e., a high SEV) or funding capacity, this concurrent wealth will result in the parties using arbitration less, as they can meet the proposals brought forth by the union.

Perhaps another explanation for the use of arbitration can be attributed to the size of the police department, as measured in this model by the size of the bargaining unit. The model revealed that as a bargaining unit increases in size, the odds ratio for arbitration increased proportionate to the number of officers. While the odds ratio was not as high as the other variables in the model (such as the SEV, type of government, and MSA), it nevertheless suggests that this variable is another viable explanation for arbitration use. This finding is further substantiated by earlier arbitration literature. Kruger (1992), for instance, also determined that as the membership of the bargaining

unit increases in number, there exists the potential for increased internal conflict within the bargaining unit over what issues are important in the upcoming contract negotiation.

The Full Model

While the partial model provided an understanding of how the environmental variables selected for the multivariate model contribute to the use of arbitration, the full model provides an explanation of how the combination of environmental variables and bargaining practices influence the use of arbitration. In this model, environmental variables found to affect the use of arbitration included the type of government and the location of a municipality, as measured by the variable MSA. The ability to pay, the use of elected officials, and the perceived relationship with the union, meanwhile, were bargaining-related variables that were found to affect arbitration use.

First, the findings suggest that issues related to bargaining, over some environmental factors, are important issues to consider in reducing or avoiding arbitration. This was illustrated in the context that some of the environmental variables that were significant in the partial model were not significant in the full model when bargaining variables were introduced into the model. For instance, the SEV or wealth of the municipality (that was significant in the partial model) was not an important predictor variable for arbitration in the full model. Additionally, the number of employees in the bargaining unit, which had a slight contribution to arbitration in the partial model, did not affect on arbitration use in the full model when combined with bargaining variables.

These findings are also substantiated by the existing research in factors that lead to impasse. Kochan and Baderschneider (1978), for instance, determined that environmental characteristics showed less consistent and

weaker relationships than did structural-organizational or interpersonal-personal characteristics in the collective bargaining process. When considered that environmental factors such as the number of employees and the wealth of the municipality cannot be directly controlled by the municipality, the modification or consideration of bargaining factors that can be controlled becomes more important in avoiding arbitration use. While the arbitration process cannot be made a closed system, better management of the bargaining process could possibly reduce the impact of surrounding environmental conditions and circumstances.

Other factors related to environmental variables, meanwhile, remained strong predictors in the use of arbitration. The municipal structure and arbitration, for instance, remained one of the highest predictors for arbitration. County forms of governments had the highest odds ratio for arbitration over cities and village-townships. Of interest, however, is that the odds ratio for a county using arbitration, compared to cities, increased from approximately 7 to 1 in the partial model to 9 to 1 in the full model. Conversely, the odds ratio for counties using arbitration over village-townships decreased from an odds of 12.8 to 1 to an odds of 7.8 to 1. Besides governmental structure, the municipality's location within an MSA also changed in the full model, as the odds ratio deceased from approximately 7 to 1 in the partial, to 5 to 1 for the full model. These findings call for further analysis on how factors in the bargaining process can mitigate some environmental variables in the collective bargaining process.

Other variables not related to demographic features of the municipalities provide additional insight on what factors may promote the use of arbitration over collectively negotiating the employment contract. For example, the ability of the municipality to pay or meet the proposals brought

forth by the union was found to be a strong predictor for arbitration; municipalities that reported a low ability to pay had a 9 to 1 odds for arbitration in comparison to an odds of .10 to 1 for municipalities that reported a high ability to pay. This finding also has face validity. If the municipality cannot meet the demands of the union, the negotiation process will stall, possibly resulting in the parties using arbitration to resolve the contract.

This relationship between the ability to pay and arbitration is consistent with earlier research in labor relations; Benjamin's (1978) study of economic factors found that the ability to pay was a commonly cited criterion for arbitrators in Michigan, while Gentel and Handman (1979) determined that the financial hardship of a community was one of the factors that led to police impasse activities. Furthermore, Bartel and Lewin (1981) and Ehrenberg (1973) also indicated that municipal police wages were a function of a municipality's ability to pay, while Fox's (1981) research on New York City's fiscal crisis found that arbitrators were required to consider the City's ability to pay. Fox concluded that this criterion resulted in inhibiting the size of the wage demands brought forward by unions.

Another issue to consider in the negotiation process, to avoid possible arbitration, is to develop or maintain a positive bargaining relationship. The model revealed that if the perceived relationship with the union was reported as a bad, the odds ratio for arbitration was 12 times higher than if it was reported as a good. Hence, the poorer the perceived bargaining relationship, the greater the odds for arbitration. This finding is consistent with earlier research by Kochan and Baderschneider (1978) who found that as the perceived relationship declined between the parties, the probability for impasse (and arbitration) increased.

This finding also suggests and calls for negotiators to re-examine and sufficiently modify their bargaining relationship. In doing so, the negotiation team should determine what type of relationship is appropriate or mutually beneficial from a strategic standpoint. This may be difficult to achieve, but as indicated by Hartje (1984), the ability to be sensitive in determining what approach to take in a given situation and how to handle the series of dilemmas a negotiator may encounter during negotiations is the difference between a good and bad negotiator and a subsequent good or poor bargaining relationship.

The results from the model also raise some points for discussion regarding arbitration use and the composition of the bargaining team. The full model revealed that elected officials who are members of the bargaining team have a slight negative influence on the use of arbitration. This finding contradicts earlier research related to elected officials and their role on the bargaining team. Kruger (1992), for instance, indicated that elected officials on the bargaining team may confound or make negotiations more difficult (and hence more use of arbitration) as they may be more dependent on, or accountable to the public. Likewise, Kochan and Baderschneider (1978), Kruger and Jones (1981), Babcock and Jones (1992) and Kochan and Wheeler (1977) indicated that public sector collective bargaining activities are politically sensitive. Therefore, an elected official's decision making abilities will be controlled (to a degree) by the electorate. As this individual is elected by the people, if citizens perceive that the individual did not bargain well, their position or re-election could be jeopardized.

While the model indicates that elected officials have a negative effect on arbitration, the data also revealed that some elected officials did participate in contract negotiations that resulted in an arbitrated award. This could be

explained by Gentel and Handman (1979) who discussed that some elected officials may take a "get tough" stance during the collective bargaining process. Instead of delegating the responsibility (to avoid political turmoil and criticism), elected officials may intervene and show their constituents that they are concerned about their community.

Findings from all Municipalities that have Law Enforcement Services

The analyses from this section of the research support some of the findings from the logistic regression models. For instance, jurisdictions located within MSA's had higher arbitration rates than those located outside MSA's. The validity of the size of the agency and the use of arbitration is further verified as agencies classified as medium and large used arbitration more than small jurisdictions that had less than twenty officers in the bargaining unit.

The examination of all municipalities that provide law enforcement services in Michigan also suggests that the population of a jurisdiction can affect the use of arbitration. Small municipalities and counties (those that had populations under 10,000) used arbitration less than medium and large-sized jurisdictions. This finding is consistent with Kochan and Baderschneider's (1978) research that reported that there was a strong correlation between the size of a city and reliance on impasse procedures. Drotning and Lipsky (1977) also found that larger municipalities used arbitration more than small jurisdictions.

A degree of caution should be exercised before concluding that a pure causal relationship exists between the population of a municipality and arbitration. The literature suggests that this relationship may be spurious, as other variables may explain the apparent relationship between population and arbitration. First, it is plausible to assume that as a municipality increases

in size, so too will the number of municipal employees, bargaining units and unions. This proposition was discussed by Hibbs (1974) who found that as the percentage of the labor force increases, the more bargaining units a municipality will have. This subsequent increase in the number of bargaining units then provides more opportunities for impasse (Kochan, 1979). Besides the increase in bargaining units, Gerhart (1972) also indicated that as a municipality increases in size, bargaining becomes more formal. This may suggest that arbitration is the most "formal" of all bargaining.

This section of the research also examined the narcotic effect or the tendency to use arbitration repeatedly, negotiation after negotiation. While the findings show that many municipalities and counties used arbitration in the preceding contract negotiation, the majority did not. This suggests that the prior dependence on, or use of arbitration does not result in the parties using arbitration in the current contract negotiation. When prior dependence on arbitration was crosstabulated with environmental variables including the type of government, it's location in or outside an MSA, and population, these variables made no significant contribution to understanding the current use of arbitration.

The research finding related to the narcotic effect is consistent with earlier studies. Tener (1982) concluded that the narcotic effect did not exist in the context of New Jersey's final offer arbitration legislation. Gallagher and Pegnetter (1979) also found that Iowa impasse procedures did not encourage the narcotic effect, while Chelius and Extejt's (1985) multi-state study determined that the narcotic effect did not exist, concluding that this effect was often exaggerated and groundless.

The findings from this research also refute other studies that examined the narcotic effect. In one study, Kleintop and Lowenberg (1990) found mixed

results of the narcotic effect in Delaware County Pennsylvania, where dependence on arbitration varied in the number of bargaining rounds, or the number of times the parties had an arbitrated award in prior contract negotiations. Graham and Perry (1993), meanwhile, concluded that there was a narcotic effect present in Ohio as the majority of municipalities repeatedly used arbitration. Kochan and Baderschneider (1978) also concluded that the bargaining effect was present with large municipalities in New York state.

Dependence on arbitration did differ according to the size of the municipality in this research. Prior use of arbitration occurred less often in small agencies (less than 10,000) in comparison to medium and large-sized agencies. This finding could be attributed to the fact that small agencies are more cohesive in the context of the needs of the bargaining unit, reducing internal conflict or decisiveness in the process. Second, the possibility also exists that unions cannot afford to take these small bargaining units to arbitration because it may be too cost prohibitive -- the cost of arbitration would exceed the revenue collected from union dues. This finding was supported in earlier research by Benjamin (1978) who determined that the cost of arbitration may disadvantage small municipalities and bargaining units.

While it can be concluded that the majority of the municipalities in Michigan did not rely upon arbitration, the narcotic effect remains unclear in the arbitration literature. This deficiency was supported by Austermiller and Fremont (1985) who remarked that statistical evidence was "somewhat inconsistent and tentative because the degree of addiction is difficult to measure because other factors influence the parties' tendency to use the arbitration process" (p.3). Existing research refers to a narcotic effect but does not fully define or explain this phenomenon -- researchers simply state that a

"narcotic effect" is present or exists, providing no explanation of why or what factors lead to dependence on arbitration.

Municipal Characteristics and Arbitration Use

Prior research in Michigan and other states has not fully researched how the characteristics of municipalities affect arbitration use. In this research, a greater understanding of the process and variables that affect arbitration was shown: municipalities and counties that went to arbitration reported having more bargaining units, new union certifications, and non-union employees.

The analysis of the number of bargaining units in a municipality was found to affect the use of arbitration: those municipalities that had an increased number of bargaining units had more arbitration-related cases. This finding could be explained by the fact that the increased number of bargaining units (and unions) in the municipality could result in a greater number of contracts negotiated in a given year in the municipality. This may increase the degree or level of competition between bargaining units and unions for the "best" contract. This was discussed by Kochan and Katz (1988) who indicated that bargaining units engage in pattern bargaining activities that encompass inter-unit and inter-employer pattern bargaining activities.

Similar professions may also demand wage parity or similar pay (see for instance, Kochan and Baderschneider, 1978 and Amar, 1983). These factors may result in some police unions and associations to wait for other contracts to be completed in their municipality. This delay in negotiations would occur out of anticipation that they could use another union's (such as the firefighter's union) new contract as a comparable or benchmark.

Linked with these financial-based interests, one may posit that another reason why arbitration occurs more in jurisdictions that have more

bargaining units is because the multiple demands placed on the labor relations function inhibits their effectiveness. Managing many contracts concurrently or consecutively may result in the jurisdiction not dedicating a large amount of time to the police contract. This, in effect, could result in management not being fully prepared for the contract negotiation, resulting in the parties relying upon arbitration to complete the employment contract. Although there is no existing data or research to support this, future research in arbitration should explore the available resources of the labor relations department (or other agency that is responsible for negotiations) to determine if this could be a viable factor that leads to an arbitrated award.

While the number of bargaining units in a municipality may be an explanation for the increased use of arbitration, the findings from this research also revealed that municipalities that used arbitration had greater numbers of non-union employees. One explanation for this finding is that it may simply be an artifact related to the size of the municipality; for as a municipality increases in size, it is logical that there will be a need for more public sector employees. Some of these employees, meanwhile will not be organized under a union or collective bargaining agreement. Another explanation for this finding is that non-union employees have an effect on the organized employee groups.

While beyond the scope of this research, future inquiries could subsequently determine if non-union public sector employees have some degree of influence on unionized workers. One avenue of research, for instance, could investigate if the non-union sector could serve to lower the prevailing wage rate in the municipality causing labor unrest, impasse and possible arbitration for essential services in the unionized sector.

Bargaining Styles

This study also examined negotiation strategies in the context of integrative and distributive bargaining styles. The examination of distributive bargaining styles as reported by the two groups revealed no differences. In the majority of instances, municipal negotiators did not use distributive or win-lose bargaining strategies. This was further verified through the index measures of distributive bargaining that also revealed no difference between the arbitration and non-arbitration groups. Measures of conflict, that may also be an indicator of distributive forms of bargaining, revealed no difference between the groups. The majority of both groups indicated that they expected to confront an aggressive opponent; they were not in direct conflict before or during negotiations; and, the groups did not indicate an overall dislike of the union's bargaining team.

These findings can be explained in the context of the existing literature. Lewicki and Litterer (1985) summarize distributive bargaining as a conflict situation where parties seek their own advantage that could escalate the negotiations to sheer hostility. Lewicki et al. (1993), meanwhile, describes distributive bargaining as having the potential for large losses and the loss of the negotiator's reputation. Recognizing these and other issues, perhaps, the respondents to this questionnaire realized the negative impact that this type of bargaining could create, choosing not to engage in this type of negotiation strategy regardless of the negotiation's potential for arbitration.

Opposite of distributive bargaining is the use of integrative bargaining styles in the negotiation process which is indicated by the arbitration literature to be the better or more effective means to negotiate (see for instance, Lewicki and Litterer, 1985). The analysis of integrative bargaining revealed that both the arbitration and non-arbitration groups reported

engaging in integrative bargaining processes the majority of the time. This finding is consistent with Chelius and Extejt's (1983) research that found that individuals negotiating under arbitration statutes did not have increased negative attitudes toward their bargaining partners. When coupled with the fact that teams, instead of individuals, were negotiating, this issue could be also be explained in the context of Thompson, Peterson and Brodt's (1996) research that found that the presence of teams, over individual negotiators, at the bargaining table increases the use of integrative bargaining. This is because individuals on the team could find more opportunities to maximize joint gains between the parties, over solo negotiators.

These findings, however, also raise the question: If municipalities reported using integrative bargaining processes, then what behaviors or strategies does the union use? If there is a difference in bargaining styles between the two groups, this may account for some parties using arbitration. If not, then bargaining styles, contrary to authors who purport that this makes a difference (see Lewicki and Litterer, 1985 for instance), may not be as important as other factors in the bargaining process. Instead, the convergence of other environmental and bargaining factors in the collective negotiation process may affect or determine arbitration.

Composition of the Bargaining Team

The analysis from this section of the research provide additional findings on how the composition of the bargaining team affects the use of arbitration. Issues discussed in this section include: the composition of the bargaining team; the number of individuals on the bargaining team; the number of years of experience for the chief negotiator; the status of the chief negotiator; and, if chief negotiators have received training in Act 312 Arbitration.

The analysis of the results from the survey reveal that the municipal bargaining team, exclusive of the status of the chief negotiator, is composed primarily of municipal employees. These bargaining teams, meanwhile, were not large; both groups reported and average of less than four members on the bargaining team and in the majority of cases, included the representative from the police agency, being the chief of police or his/her designee.

Of interest, however, is that there were no differences in the status, number of individuals, and the use of a designated police official on the team. Several perspectives derived from the literature could explain these findings. First, Kochan and Baderschneider (1978) found that intraorganizational conflict in the bargaining team may lead to power struggles, conflict and factions among the members. In the context of the groups in this research, there exists the possibility that both groups experienced the same degree or level of conflict, nullifying the importance of the size of the team and use of police officials in the negotiation process.

Second, this finding can also be explained in the context that the increased number of team members reduces the use or need for arbitration, subsequently serving as an arbitration reduction technique. More members on a bargaining team opens more avenues of negotiation and maximizes joint gains (see Thompson, et al., 1996). Lewicki and Litterer (1985) also indicated that the increased number of members (within reason) expands the number of opportunities or ideas available to the bargaining team. Alternatively, one could present the issue that it may not be the number of members of the municipality's bargaining team that affect arbitration. Instead, it may be the number of members of the union's bargaining team

that have an impact on arbitration. This concept, however, could not be determined because unions did not participate in the research.

This research also examined if possible differences in the characteristics and status of the chief negotiator would affect arbitration use. This analysis, however, revealed many similarities and no differences between chief negotiators -- the status of the chief negotiator had no effect on arbitration use. This could be explained by other findings related to the characteristics of the chief negotiators. First, chief negotiators, regardless of if they collectively bargained or resorted to arbitration, had experience in negotiating contracts. Both groups reported an average relationship of approximately 14 years. Second, the majority of municipal negotiators in both groups reported having a full degree of authority in the contract negotiation process. The findings also revealed that the majority of chief negotiators are primarily municipal employees who also served as the delegate on the arbitration panel, if necessary.

The majority of respondents, regardless of if they were in-house or contracted, also indicated that they had not received training related to Act 312. There was, however, a difference related to training in Act 312 arbitration between the two groups, independent of arbitration status. In-house negotiators reported more instances where they had received training related to Act 312 in comparison to contracted negotiators. Both of these findings call for and reinforce the need for all parties in the collective bargaining process to attend training programs related to Act 312. By gaining a better understanding of collective negotiations and Act 312 through specific training programs (that are already offered by MERC), it is conceivable that in some cases, arbitration could be avoided.

Characteristics of Contracted Negotiators

This study departs significantly from the existing research by reporting and analyzing the characteristics of the chief negotiators. Some of the topics examined in this section included the use of contracted negotiators based on the size and type of municipality; if contracted negotiators were used more in arbitration situations; and, the attained levels of training and education of contracted negotiators.

Consistent with Kochan and Baderschneider's (1978) research that found that the use of outside professional negotiators increased the probability of impasse, this research also revealed that contracted negotiators were involved in more arbitration cases. This finding can be explained in the context of Rubin and Sander's (1988) research that posited that when it is anticipated that there will be confrontation over collaboration, and tactical flexibility and expertise are required, a contracted negotiator or agent should be used. Thus, the possibility exists that the municipality anticipated these factors and contracted for that purpose. Alternatively, another explanation is based on Kruger's (1992) discussion that in many situations, contracted individuals are paid on an hourly basis to negotiate the employment contract. As arbitration can be a more lengthy process in addition to or separate from collective bargaining, these individuals may purposely engage in activities in the negotiation process to promote arbitration to make more money.

When controlling for the size of the municipality, contracted negotiators (while not used as often as in-house negotiators) were found to be used more often by medium-sized municipalities and counties that were located within MSA's. This finding is consistent with Portaro (1986) who indicated that labor consultants were used in medium-sized jurisdictions in Ohio because they were not able to adequately deal with experienced union

negotiators. No differences, however, were found with the use negotiated contractors when crosstabulating for the type of government and the variable MSA. This suggests that all forms of governments in Michigan use contracted negotiators, and using contracted negotiators is not a phenomenon reserved only for municipalities located in MSA's.

Another explanation as why contracted negotiators were involved in more arbitration cases could be based on the level and nature of their education or professional training. Compared to the in-house negotiators, contracted negotiators reported having more law degrees in comparison to the in-house negotiators. This is consistent with earlier research by Kruger (1986) who determined that the majority of contracted negotiators usually have law degrees and are contracted from law firms. Besides the degree, however, another explanation for this finding could be associated with the underlying philosophy of the legal profession. The law profession, for instance, has been described as adversarial while the collective bargaining process has been generalized as a problem-solving and collaborative effort between the parties. Before valid conclusions can be drawn regarding this concept, the underlying perceptions of the negotiator's role in the collective bargaining process will have to be compared to their education to determine if the underlying tenants in the individual's educational culture may affect bargaining strategies and outcomes.

Variables Affecting the Bargaining Process & Arbitration

While the actions of the parties in the negotiation team may affect arbitration, other factors that may affect the collective bargaining process that are beyond the immediate control of the negotiation team. Some of the variables in this research that examined these factors included the intervention of elected officials in the negotiation process; the length of the

bargaining relationship, issues in dispute, and the impact of a new union in the negotiation process.

Review of the findings of the research suggest that negotiation teams should consider how an elected official, who is not a member of the bargaining team, affects the negotiation process. This research revealed that elected officials, who were not members of the bargaining team intervened more in arbitration than non-arbitration cases, suggesting that their intervention may have shifted the negotiations from a bi-lateral to multilateral bargaining situation. This activity, according to Kochan (1974) results in the bargaining team responding to the elected official as a third (and new) party in the negotiations, subsequently confounding the negotiation process to the extent that it may lead to impasse.

Another variable that could affect the collective bargaining outcome is the length of the bargaining relationship. This was posited by Anderson (1979) who indicated as the relationship (in years) increases, the parties become more mature in their contract negotiations, subsequently decreasing the use of arbitration. As no difference exists between the groups, with both reporting approximately sixteen years of experience, one explanation why there was no difference between the groups is that the length of the relationship served to mature the bargaining relationship.

Yet, one should consider that while the union-management relationship did not change, representation in both those parties may have changed. Therefore, the bargaining relationship between the two is old, but the bargaining relationship between the individuals on the bargaining team may be relatively new. This was encountered during the data collection stage as some municipalities indicated that the labor relations specialist who bargained the contract in question no longer worked for that municipality.

As this is beyond the scope of the data, future research should consider measuring the length of relationship of the parties involved -- not just the length of the relationship (in years) between the union and management.

The collective bargaining process and may also be affected by the issues in dispute. Consistent with earlier descriptive and analytical studies in the public sector (Grodin, 1976; Graham, 1988; Feuille, et al. 1983; Benjamin, 1978 & Gentel and Handman, 1979), issues in dispute were primarily economic, encompassing wages, pensions and health insurance. As Act 312 also allows for non-economic issues, some of these were revealed in the course of the research. The most common non-economic issue was residential requirements for police officers, a highly controversial issue in Michigan and other states (see for instance, Podgers, 1980; Rubin, 1979; & Johnson & Warchol, 1997). Of interest, however, is that many of the issues that existed at impasse were also present at arbitration. This may suggest that better or more productive dispute resolution methods should exist at the mediation stage of the Act 312 process to eliminate or reduce these issues from re-appearing at the arbitration hearing.

The analysis also revealed that newly certified unions did not use arbitration more than existing unions. This finding contradicts Drotning's (1980) "new toy" hypothesis that purports that new unions will go to arbitration more often than established unions to prove their strength and commitment to the new members. This finding, however, should be interpreted with some caution, as the reported frequency of new union certifications was small.

To sufficiently prove that the certification of a new union is not a factor leading to arbitration, future research may consider examining the number of new union certifications (or union changeover) over a longer period of time.

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The subsequent increased number of new union certifications may provide a greater understanding of how or if a new union certification contributes to arbitration.

As discussed in Chapter 1, mediation is the intermediary stage of Michigan's ADR process situated after deadlock in negotiations, but before the arbitration stage. One of the fundamental goals of this stage is to get the parties back to the negotiation table to resolve their differences. This research revealed that in some situations the parties settled the employment contract at the mediation stage. Nevertheless, in the majority of cases, mediation did not resolve the issues in impasse, and there was no difference in the settlement rate based on the number of mediation sessions held before impasse was declared.

This finding suggests that mediation as an alternative dispute resolution procedure was effective in some cases. It served its purpose by bringing parties back to the negotiation table to resolve their differences, while allowing the parties to "cool off," re-think and prioritize their needs, reducing the need for arbitration in the process. Yet, the majority of cases continued to arbitration.

The findings related to mediation can be explained in the context of the existing arbitration literature. Hob (1984), for instance, proposed that alternative dispute resolution procedures that exist beyond mediation lessen the chance of a settlement at the mediation stage -- it provides the parties one last chance at success. Alternatively, mediation may not be successful because some union negotiators may go to arbitration so their constituents do not think they "sold out" to management (McCall, 1990). Conversely, management may not want to resolve the contract under the premise that they "sold out" to the union's requests.

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Tactics that Affect the Collective Bargaining Process

Not only will factors external or beyond the immediate control of the negotiation team affect arbitration, but the municipality's and union's bargaining tactics will also influence the use of arbitration. This section will discuss how various bargaining tactics affect arbitration use. Variables from the research that will be discussed in this section include the use end run bargaining, public relations efforts, union militancy and the use of threats in the collective bargaining experience.

One tactic that has been found to adversely affect the collective bargaining process is end run bargaining or negotiating with municipal officials not on the bargaining team. This research revealed that this tactic was not a commonly used bargaining strategy by unions, perhaps because it is considered to be unprofessional and an indicator of not bargaining in good faith (Kruger, 1992). This finding is consistent with Stern's et al. (1975) earlier research in Michigan that found that public safety officers rarely engaged in end-run bargaining tactics.

Public relations tactics by unions or bargaining units, as perceived by management, were also investigated. While there were some "large" public relations efforts that included activities such as informational pickets, the majority of respondents from both groups reported that unions did not engage in public relations activities.

Some general conclusions can be drawn from this finding. First, the possibility exists that municipalities were unaware of public relations activities by the unions because they were ineffective, or the municipalities were simply oblivious to their activities. Another explanation is that the unions simply did not use or engage in any public relations activities during

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the contract negotiation process. This finding, however, is contradictory of the collective bargaining literature that has determined that unions often engage in a great deal of campaigning during a contract negotiation (Lewin, et al., 1977).

While public relations activities were limited, so too were militant activities by the unions. No difference in the degree or levels of union militancy was reported between the two groups: both displayed average levels of militancy. This finding contradicts earlier research on union militancy in the public sector. For example, Gentel and Handman (1979) discussed that union militancy was a factor that often led to police strikes. Other authors such as Northrup (1984), who studied the Professional Air Traffic Controllers Organization (PATCO) strike, concluded that union militancy (that existed throughout the union's history), distributive forms of bargaining, and other high-pressure bargaining tactics were some of the reasons for PATCO's demise and many of its union members being terminated by President Reagan.

There are some plausible explanations for this finding. First, both groups reported that they had a long standing relationship with the union. Possibly this long-term relationship has assisted in reducing levels of militancy as the parties have developed a mature relationship. Second, through this long-standing relationship, the issue of militancy may no longer be of great importance as management recognizes and understands that it is part of the union culture to "appear to be militant." This is supported by Kochan (1979) who indicated that militancy (within bounds) is common place in negotiations and is the preliminary stage in all negotiations. This militancy may be subsequently overlooked or tolerated as long as the union

operates within certain set guidelines or codes of conduct during the contract negotiation.

The threat of arbitration by unions was also found to be related to arbitration; those unions that threatened the use of arbitration relied upon arbitration more than those jurisdictions who did not. This finding is consistent with earlier research by Kochan and Baderschneider (1978) who determined that hostility was strongly related with impasse. While a pure causal connection cannot be ascertained between the use of threats and arbitration, threats may "chill" negotiations to the point where the parties cease negotiations and invoke the Act 312 process (see for instance, Lewicki, et al., 1993). That is, municipalities may interpret the use of the threat of arbitration as a message that the union will not engage in good faith bargaining. As a result, the municipality may subsequently abdicate their own good faith approach to bargaining.

Limitations of the Research

The research has provided some insight into police labor relations. With all research, nevertheless, the findings should be interpreted with some caution. While some of the limitations of the research has already been discussed in this chapter, additional and more specific issues related to the research design and other related topics will be presented in this section.

Originally, the research was to incorporate responses from both municipalities and unions. However, it soon became apparent as the research progressed that the actions by some police unions would make it difficult (if not unfeasible) to collect data regarding their views. One union, the Police Officers Labor Council (POLC), provided a written response indicating that it was not in their best interest to participate in the research (see Appendix U). Another union, the Michigan Association of Police (MAP),

indicated some hesitancy, stating that if the researcher filed a request under the Freedom of Information Act some information would be provided (see Appendix V). Meanwhile, another major union in Michigan, although indicating interest in the research, did not return preliminary phone calls asking for their participation. After approximately six months and numerous phone calls to the Union's Director and Labor Economist, their unwillingness to participate soon became apparent. To this day, no response has been provided.

As a consequence, the reader must consider how the findings would have changed if the union's perspective on arbitration and the collective bargaining process was included. This is a recognized shortcoming, as the aggregate findings and multivariate models only report management's perspectives on collective bargaining and arbitration. Regardless, this study has still provided information never before reported, contributing to the body of research in the domain of police labor relations.

A second limitation in this research deals with problems inherent in the design. Because the use of arbitration during the period 1990-1994 was examined, memory decay, where respondents may fail to recall or remember specific events (Frey, 1989), may have produced some inaccurate responses in the questionnaire. As a chief negotiator may bargain several contracts during a fiscal year in a municipality, the possibility exists that the respondent failed to recall distinctive points about the particular contract negotiation in question.

Non-response, refusals and the aggregate response rate are also issues to consider. During the dissemination of the surveys, some questionnaires were returned because the chief negotiator for the contract negotiation in question was no longer employed by the municipality or county. Other

surveys that were sent to municipalities that had contracted negotiators were forwarded to law firms. While some of these were returned, others were not because the chief negotiators could not be located or they refused to complete the survey. These issues and the response rate (although relatively high) suggest caution about generalizing from the results (Neuman, 1997).

Another uncertainty with the research design concerns the identity of the person who completed the survey. The survey was addressed to the labor relations specialist, while the instructions on the survey asked that the chief negotiator (or someone who had complete knowledge of the contract negotiation) complete the survey. It was, however, beyond the control of the researcher to assure that this was achieved, raising the issue of respondent competency (see Babbie, 1992) As a consequence, there is the possibility that someone who lacked thorough knowledge of the contract negotiation completed the survey, raising some issues related to the reliability and validity of the responses and findings.

Another problem inherent in this survey research is that the survey questions related to arbitration may have been superficial. While the questions provide sufficient information to accurately make conclusions, more sophisticated surveys would provide additional information. Other research methodologies such as field interviewing and participant observer would also provide more information regarding collective bargaining and arbitration. Due to time and budget constraints, however, the questionnaire format was determined to be the most time and cost effective method of data collection.

Another issue is Act 312 arbitration itself. Act 312 Arbitration is considered by some municipalities, employees, or officials as a controversial piece of legislation. Inasmuch, the reader should consider the degree of

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emotionality attached to police labor relations and Act 312 arbitration, and the potential effect this has on the respondent's attitude toward this research. These factors raise the concern of social desirability, or the respondents to the survey providing answers that they perceived the researcher would like to have received (Bailey, 1986). While attempts were made to control this potential problem by constructing the survey and cover letter in a neutral or impartial way, one must also consider that the respondents could have attempted to represent their municipality in the "best light" and provide answers contrary to their practices and events that occurred during the contract negotiation. As an example of this issue, during this dissertation, the researcher was contacted by an organization that represented municipalities that oppose Act 312 arbitration. While indicating support for this research, these individuals were also interested in the "ultimate" purpose of the dissertation research.

A final limitation of this study relates to its degree of external validity. It remains unknown if the findings from this research can be applied to other states that have compulsory or binding arbitration for essential service employees. Regardless, given the high response rate to the survey, the results of this study would appear representative of municipalities in Michigan, providing a comprehensive analysis of arbitration in Michigan.

Strengths of this Research

While there are some limitations or weaknesses in this research, there are also some strengths. These general strengths include: using advanced statistical procedures to examine Act 312 arbitration; the creativity of the research effort; and, its contribution to the existing knowledge base in arbitration.

This is the first time a multivariate logistic model was used to explore the relationship of how demographic and variables related to collective bargaining influence the use of arbitration. As a result, this research has provided an understanding of variables that promote or deter the use of arbitration in Michigan.

Coupled with this approach to gaining a better understanding of police labor relations, this research builds upon the limited research that exists in the state of Michigan regarding police compulsory arbitration. The review of the literature (see Chapter 2) illustrates the need for a contemporary understanding of factors that promote or impair collective bargaining activities by municipalities and police unions in Michigan. While some research has been conducted in Michigan and other states, much of it is dated which raises some concern to its applicability in contemporary public sector labor relations and Act 312 arbitration.

The research design that incorporated a questionnaire format also attributed to the success of the research. The construction of the questionnaire and its format allowed for consistency of answers across respondents; it was cost effective as it was disseminated by mail; and, it did not require several individuals to collect this data, serving to eliminate some of the problems associated with other forms of data collection (Fitzgerald and Cox, 1987). Another strength of this procedure was that it allowed a large scale analysis of arbitration quickly and inexpensively (Hagen, 1982). The use of secondary data analysis was another benefit of this research. It economized research time, was unobtrusive, and provided data that would have been difficult to gather through other collection methods.

Implications for Further Research

While reporting many new findings that contribute to the existing literature in arbitration, these findings have also provided more unanswered questions while providing ideas for future avenues of exploration in police compulsory arbitration. Besides what has already been discussed in the context of future research, other avenues of research include an extensive analysis of why counties have a high arbitration rate; multi-state studies of arbitration; further research into mediation; and in-depth analysis of the narcotic effect.

As reported in the multivariate models, counties had a higher rate of arbitration than other government forms. While this research did provide additional insight into arbitration, future research should consider an in-depth analysis of the political, structural, and environmental aspects that may provide more insightful information. Additional research in the dynamics of the bargaining team and their actions before and during the negotiation process should also be conducted before this phenomenon can be fully understood.

One effective method to capture the dynamics of the bargaining process is through qualitative analysis. By taking a qualitative case study approach, a great deal of additional information can be obtained regarding the arbitration process through the examination of actual or real events at the arbitration hearings, recording the actions of the parties, and observing specific behaviors. As indicated by Neuman (1997), this immersion into the topic will provide the researcher with an "intimate familiarity" (p. 331) into their area of investigation. The use of qualitative analysis will also compliment the existing quantitative analysis related to Act 312, providing a greater understanding of factors that affect the collective bargaining process.

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Another avenue of research could be the examination of other states that have similar alternative dispute resolution techniques. By using the same variables as used in this research in a multivariate model applied to other states, similarities related to environmental and bargaining issues could be discovered, further validating this study. Differences between states in the context of arbitration statutes may also highlight how different forms of legislation may affect those variables or dynamics in the bargaining process that ultimately influences arbitration use.

Further research should also be conducted into mediation and its role in the collective bargaining and arbitration process. While arbitration is the terminal stage in Michigan's Act 312 process, mediation is the first stage after impasse. This suggests that what happens at mediation will have a direct relationship on the use of arbitration. Unfortunately, little research has been conducted as how mediation affects the arbitration process. As a consequence, the structure of mediation, including activities or actions by the parties, should be examined to determine how this affects the outcomes of the collective bargaining process.

Extensive analysis of the narcotic effect or prior dependence on arbitration should also be conducted. Future research related to the narcotic effect could explore the bargaining environment and the actions or activities by management and unions that may result in dependence on arbitration. Future research may also consider the narcotic effect as a dependent variable using variables associated with the bargaining environment including many of the variables from this research. Multi-state studies examining the narcotic effect may also provide additional information on this phenomenon.

APPENDICES

APPENDIX A

Appendix A

Act 312
(as amended)

P.A. 1969, No. 312, Eff Oct 1, 1969

AN ACT to provide for compulsory arbitration of labor disputes in municipal police and fire departments; to define such public departments; to provide for the selection of members of arbitration panels; to prescribe the procedures and authority thereof; and to provide for the enforcement and review of awards thereof.

The People of the State of Michigan enact:

423.231 Public policy

Sec. 1. It is the public policy of this state that in public police and fire departments, where the right of employees to strike is by law prohibited, it is requisite to the high morale of such employees and the efficient operation of such departments to afford an alternate, expeditious, effective and binding procedure for the resolution of disputes, and to that end the provisions of this act, providing for compulsory arbitration, shall be liberally construed.

423.232 Definitions, public police and fire departments, emergency personnel; application of act, exemptions

Sec. 2. Public police and fire departments means any department of a city, county, village or township having employees engaged as policemen or in fire fighting or subject to the hazards thereof, emergency medical service personnel employed by a police or fire department, or an emergency telephone operator employed by a police or fire department.

(2) emergency medical service personnel for purposes of this act includes a person who provides assistance at dispatched or observed medical emergencies occurring outside a recognized medical facility including instances of heart attack, stroke, injury accidents, electrical accidents, drug overdoses, imminent childbirth, and other instances where there is the probability of death or further injury; initiates stabilizing treatment or transportation of injured from the emergency site; and notifies police or interested departments of certain situations encountered including criminal matters, poisonings, and the report of contagious diseases. Emergency telephone operator for the purpose of this act includes a person employed by a

police or fire department for the purpose of relaying emergency calls to police, fire, or emergency medical service personnel.

(3) This act shall not apply to persons employed by a private emergency medical service company who work under a contract with a governmental unit or personnel working in an emergency service organization whose duties are solely of an administrative or supporting nature and who are not otherwise qualified under subsection (2).

423.233 Arbitration; initiation; time; manner

Sec. 3. Whenever in the course of mediation of a public police or fire department employee's dispute, except a dispute concerning the interpretation or application of an existing agreement (a "grievance" dispute), the dispute has not been resolved to the agreement of both parties within 30 days of the submission of the dispute to mediation and fact-finding, or within such further periods to which the parties may agree, the employees or employer may initiate binding arbitration proceedings by prompt request therefor, in writing, to the other, with copy to the employment relations commission.

423.234 Delegates, selection

Sec. 4. Within 10 days thereafter, the employer shall choose a delegate, and the employees' designated or selected exclusive collective bargaining representative, or if none, their previously designated representative in the prior mediation and fact-finding procedures, shall choose a delegate to a panel of arbitration as provided in this act. The employer and employees shall forthwith advise the other and the mediation board of their selections.

423.235 Selection of impartial arbitrator or chairman or arbitration panel; panel of arbitrators

Sec. 5. (1) Within 7 days of a request from 1 or both parties, the employment relations commission shall select from its panel of arbitrators, as provided in subsection (2), 3 persons as nominees for impartial arbitrator or chairman of the arbitration panel. Within 5 days after the selection each party may peremptorily strike the name of 1 of the nominees. Within 7 days after this 5-day period, the commission shall designate 1 of the remaining nominees as the impartial arbitrator or chairman of the arbitration panel.

(2) The employment relations commission shall establish and appoint a panel of arbitrators, who shall be known as the Michigan employment relations commission panel of arbitrators. The commission shall appoint members for indefinite terms. Members hall be impartial, competent, and reputable citizens of the United States and residents of the state, and shall qualify by taking and subscribing the constitutional oath or affirmation of

office. The commission may at any time appoint additional members to the panel of arbitrators, and may remove existing members without cause.

423.236 Hearings; notice of time and place; evidence; parties; record, transcripts; expenses; time limit; majority rule

Sec. 6. Upon the appointment of the arbitrator, he shall proceed to act as chairman of the panel of arbitration, call a hearing, to begin within 15 days and give reasonable notice of the time and place of the hearing. The chairman shall preside over the hearing and shall take testimony. Upon application and for good cause shown, and upon such terms and conditions as are just, a person, labor organization, or governmental unit having a substantial interest therein may be granted leave to intervene by the arbitration panel. Any oral or documentary evidence and other data deemed relevant by the arbitration panel may be received in evidence. The proceedings shall be informal. Technical rules of evidence shall not apply and the competency of the evidence shall not thereby be deemed impaired. A verbatim record of the proceedings shall be made and the arbitrator shall arrange for the necessary recording service. Transcripts may be ordered at the expense of the party ordering them but the transcripts shall not be necessary for a decision by the arbitration panel. The expense of the proceedings, including a fee to the chairman, established in advance by the labor mediation board shall be borne equally by each of the parties to the dispute and the state. The delegates, if public officers or employees, shall continue on the payroll of the public employer at their usual rate of pay. The hearing conducted by the arbitration panel may be adjourned from time to time, but, unless otherwise agreed by the parties, shall be concluded within 30 days of the time of its commencement. Its majority actions and rulings shall constitute the actions and rulings of the arbitration panel.

423.237. Oaths; attendance of witnesses; production of documents; contempt

Sec. 7. The arbitration panel may administer oaths, require the attendance of witnesses, and the production of such books, papers, contracts, agreements and documents as may be deemed by it material to a just determination of the issues in dispute, and for such purpose may issue subpoenas. If any person refuses to obey a subpoena, or refuses to be sworn or to testify, or if any witness, party or attorney is guilty of any contempt while in attendance to any hearing, the arbitration panel may, or the attorney general if requested shall, invoke the aid of any circuit court within the jurisdiction in which the hearing is being held, which court shall issue an appropriate order. Any failure to obey the order may be punished by the court as contempt.

423.237a. Remanding dispute to parties for further collective bargaining

Sec. 7a. Any time before the rendering of an award, the chairman of the arbitration panel, if he is of the option that it would be useful or beneficial to do so, may remand the dispute to the parties for further collective bargaining for a period not to exceed 3 weeks. If the dispute is remanded for further collective bargaining the time provisions of this act shall be extended for a time period equal to that of the remand. The chairman of the panel of arbitration shall notify the employment relations commission of the remand.

423.238 Disputed economic issues, identification; submissions of settlement offers, adoption; findings, opinion and order; delivery of copies, basis

Sec. 8. At or before the conclusion of the hearing held pursuant to section 6, the arbitration panel shall identify the economic issues in dispute, and direct each of the parties to submit, within such time limit as the panel shall prescribe, to the arbitration panel and to each other its last best offer of settlement on each economic issue. The determination of the arbitration panel as the issues in dispute and as to which the issues are economic shall be conclusive. The arbitration panel, within 30 days after the conclusion of the hearing, or such further additional periods to which the parties may agree, shall make written findings of fact and promulgate a written opinion and order upon the issues presented to it and upon the record made before it, and shall mail or otherwise deliver a true copy thereof to the parties and their representatives and to the employment relations commission. As to each economic issue, the arbitration panel shall adopt the last offer of settlement, which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in section 9. The findings, opinions and order shall be just and reasonable and based upon the factors prescribed in sections 9. This section as amended shall be applicable only to arbitration proceedings initiated under section 3 on or after January 1, 1973.

423.239 Basis for findings, opinions, and orders

Sec. 9. Where there is no agreement between the parties, or where there is agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

(a) The lawful authority of the employer.
(b) Stipulation of the parties.
(c) The interests and welfare of the public and the financial ability of the unit of the government to meet those costs.

(d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages,

hours and conditions of employment of other employees performing similar services and with other employees generally:

(i) In public employment in comparable communities.

(ii) In private employment in comparable communities.

(e) the average consumer price for goods and services, commonly known as the cost of living.

(f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions or employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

423.240 Majority decision, finality, binding effect, enforcement; commencement of new fiscal year, effect; benefit increases, effective date; stipulations, effect

Sec. 10. A majority decision of the arbitration panel, if supported by competent, material and substantial evidence on the whole record, shall be final and binding upon the parties, and may be enforced, at the instance of either party or of the arbitration panel in the circuit court for the county in which the dispute arose or in which a majority of the affected employees reside. The commencement of a new municipal fiscal year after the initiation of arbitration procedures under this act, but before the arbitration decision, or its enforcement, shall not be deemed to render a dispute moot, or to otherwise impair jurisdiction or authority of the arbitration panel or its decision. Increases in rates of compensation or other benefits may be awarded retroactively to the commencement of any period(s) in dispute, any other statute or charter provisions to the contrary notwithstanding. At any time the parties, by stipulation, may amend or modify an award of arbitration.

423.241 Disobedience of lawful enforcement order, unlawful strike; penalty

Sec. 11. Where an employee organization recognized pursuant to Act No. 336 of the Public Acts of 1947, as amended, as the bargaining representative of employees subject to this act, willfully disobeys a lawful order of enforcement by a circuit court pursuant to section 10, or willfully encourages or offers resistance to such order, whether by a strike or otherwise, the punishment for each day that such contempt persists, may be a fine fixed

in the discretion of the court in an amount not to exceed $250.00 per day. Where an employer, as that term is defined by Act No. 336 of the Public Acts of 1947, as amended, willfully disobeys a lawful order of enforcement by a circuit court or willfully encourages or offers resistance to such order, the punishment for each day that such contempt persists may be a fine, fixed at the discretion of the court, an amount not to exceed $250.00 per day to be assessed against the employer.

423.242 Judicial review: scope: stay

Sec. 12. Orders of the arbitration panel shall be reviewable by the circuit court for the county in which the dispute arose or in which a majority of the affected employees reside, but only for reasons that the arbitration panel was without or exceeded its jurisdiction; the order is unsupported by competent, material and substantial evidence on the whole record; or the order was procured by fraud, collusion or other similar and unlawful means. The pendency of such proceeding for review shall not automatically stay the order of the arbitration panel.

423.243 Change of employment conditions during pendency of arbitration proceedings

Sec. 13. During the pendency of proceedings before the arbitration panel, existing wages, hours and other conditions of employment shall not be changed by action of either party without the consent of the other but a party may so consent without prejudice to his rights or position under this act.

423.244 Supplementary to act forbidding strikes by public employees; fact finding requirements, applicability

Sec. 14. This act shall be deemed as supplementary to Act No. 336 of the Public Acts of 1947, as amended, being sections 423.201 to 423.216 of the Compiled Laws of 1948, and does not amend or repeal any of its provision; but any provisions thereof requiring fact-finding procedures shall be applicable to disputes subject to arbitration under this act.

423.245 Repealed by P.A. 1975, No. 3, § 1, Imd. Eff. March 25, 1975

Sec. 15. This act shall expire June 30, 1972. Cases pending under negotiations on June 30, 1972 shall be completed under the provisions of this act.

423.246 Imprisonment for violations, prohibition

Sec. 16. No person shall be sentenced to a term of imprisonment for any violation of the provisions of this act or an order of the arbitration panel.

423.247 Effective date

Sec. 17. This act shall become effective on October 1, 1969.

This act is ordered to take immediate effect.
Approved August 14, 1969.

APPENDIX B

Appendix B

Village Arbitration Cover Letter & Survey

October 28, 1996

Dear Municipal Administrator:

Enclosed you will find a survey that is part of my doctoral dissertation research in criminal justice and labor relations that I am completing at Michigan State University. By surveying selected police agencies and townships in the state of Michigan, it is anticipated that the findings will provide relevant information for townships and other governmental units on factors that promote or inhibit the collective bargaining process, and ultimately Act 312 arbitration.

In your free time, and as soon as you can, I am asking that the chief negotiator of the township or a designated individual who has in-depth knowledge of the contract negotiation in question (the specific contract negotiation is listed on the survey) between the township and police union/association to complete the survey. The chief negotiator, for the purpose of this research, is defined as: that individual entrusted with the authority, coordination, supervision, and participation in the collective bargaining process for police contracts.

Please read each statement or question carefully, and answer all the questions. All responses are absolutely confidential. The number that appears in the right hand corner of the survey is a control number used to coordinate follow-up mailings, if necessary. This number will not be used in the final coding stages of the research. Although some of the questions may not appear directly related to the collective bargaining process, responses to these questions or statements are necessary to gain a complete understanding of the collective bargaining process.

Upon completing the survey, please seal your responses in the self-addressed stamped envelope provided and mail it. Again, once the information is entered into the computer, all individual responses will be destroyed, while the output or findings from the survey will be presented in summary form to protect the identity of the participants. If you would like a final copy of the findings, please indicate this by enclosing a business card or a note on a separate piece of paper.

If you have any questions regarding this survey, please feel free to contact me at (616) 895-2917 or at my business address listed. If you wish a call back, I assure you that I will respect your confidentiality.

Thank you in advance for your time and cooperation.

Sincerely,

Brian R. Johnson
enclosures

MICHIGAN MUNICIPAL LEAGUE

The association of Michigan cities and villages, founded in 1899.

Reply to:
Headquarters:
1675 Green Road
P. O. Box 1487
Ann Arbor, MI 48106-1487
313-662-3246
Fax: 313-662-8083

Lansing Office:
320 N. Washington Square
Suite 110
Lansing, MI 48933-1288
517-485-1314
Fax: 517-372-7476

Northern Field Office:
1041 Mehl Lake Lane
Gwinn, MI 49841-9803
906-346-4422
Fax: 906-346-9712

September 23, 1996

Dear Public Official:

Here comes another survey questionnaire! I'm sure you like surveys as much as I do! However, surveys really do matter and this one is part of serious academic research.

The Michigan Municipal League encourages scholarly research regarding topics that affect municipalities and we especially believe that Act 312, the Police-Fire Arbitration Act, should have more scrutiny. Therefore, we urge you to take the time to respond to Brian Johnson's questionnaire.

Sincerely,

Joseph W. Fremont

Joseph W. Fremont,
Manager
Human Resources Services

JWF/dw
Enc.

INSTRUCTIONS: The following questions and statements examine issues related to the bargaining environment and relationship between the police union/association and municipality. Please answer each question in the context of the most recently completed contract negotiation (between the years 1990 and 1994) for the line level police association or union. For the purpose of this research, the chief negotiator is that individual entrusted in the coordination, supervision, and participation in bargaining police labor contracts.

1. Total number of public sector unions in the municipality at time of completed contract: _____

2. Total number of public sector bargaining units in the municipality at the time the contract was completed: _____

3. Total number of unionized public sector employees during this contract negotiation: _____

   a. Total number of non-unionized public sector employees during this negotiation: _____

4. What police associations/unions did your municipality bargain with?

   Command _____
   Patrol _____
   Additional _____

5. How many individuals made up the bargaining negotiation team in the contract negotiations with the police association/union? _____

6. Was the chief of police or the police agency's designated official on the management bargaining team?

   Yes _____
   No _____

7. Was the chief negotiator an employee of the municipality?

   Yes _____ → If Yes, what was the chief negotiator's position?
   No _____

   Mayor _____
   Manager _____
   Personnel _____
   Budget/Finance _____
   Legal Dept. _____
   Other (please list): _____
   _____

   Was this individual's sole responsibility negotiating contracts for the municipality?

   Yes _____
   No _____

8. Did the chief negotiator for the municipality also serve as the delegate for the arbitration panel?

   Yes _____
   No _____

9. Was the position of Chief Negotiator contracted out by the municipality?

Yes _____ → If Yes,who was responsible for contract negotiations?
No _____

Law Firm/Lawyer _____
Labor Relations Specialist _____
Other (please list) _____

Was this chief negotiator a full-time or part-time labor negotiator?

Full-time _____
Part-time _____

10. Were any other members of the bargaining team non-employees of the municipality?

Yes _____ → If yes, please list their profession(s):
No _____
_____
_____

11. Was there an elected official on the bargaining team?

Yes _____ → If yes, please list the titles of the elected official(s): _____
No _____
_____

12. Total number of years of collective bargaining experience in the public sector for the chief negotiator at the time of the contract negotiation: _____

13. Total number of years of collective bargaining experience in the private sector for the chief negotiator at the time of the contract negotiation: _____

14. What was the degree of authority delegated to the chief negotiator?

Has full authority to reach a tentative agreement _____
Has some authority to reach a tentative agreement _____
Has an average level of authority to reach a tentative agreement _____
Has little authority to reach a tentative agreement _____
Has no authority to ratify reach a tentative agreement _____

15. What types of training did the chief negotiator have (please check all that apply)?

On-the-job	_____	Bachelor's Degree	_____
Seminars	_____	Master's Degree	_____
Some College Courses	_____	Law Degree	_____
Associate Degree	_____	Ph.D.	_____

16. Did the chief negotiator attend any training programs related specifically to bargaining with essential service employees (those that fall under Public Act 312) within the last five years of this contract negotiation?

Yes _____ → If Yes, please list or describe: _____
No _____
_____
_____
_____

17. How old (in years) was the bargaining relationship with the bargaining unit? _____

18. Was this the first contract negotiation with this union?

Yes _____ → If Yes, what was the name of the last union: _____
No _____

19. In your opinion, was there internal conflict within the management bargaining team during the negotiation process?

Yes _____
No _____

→ If Yes, what was the degree of internal conflict with the management bargaining team?

Very Low _____
Low _____
High _____
Very High _____

20. What was the perceived relationship with the union during the negotiation process?

Good _____
Indifferent _____
Bad _____

21. Was the bargaining ability of the bargaining team jeopardized in any way by the actions of other municipal officials who were not members of the negotiation team?

Yes _____
No _____

→ If Yes, please describe: _____
_____

22. Did an elected official (not a member of the bargaining team) intervene in the contract negotiations?

Yes _____
No _____

→ If Yes, please describe: _____
_____

Did this person have any collective bargaining experience? Yes ____
No ____

23. Did union representatives attempt to bargain their contract demands with municipal officials who were not on the formal negotiation team?

Yes _____
No _____

→ If Yes, who? _____
_____

24. What was your perceived ability to pay in terms of the union's offers?

Low Ability to Pay _____
Average Ability to Pay _____
High Ability to Pay _____

25. Did the union threaten to go to Act 312 Arbitration?

Yes _____
No _____

→ Please describe the extent of the threat: _____
_____

26. Did the parties reach impasse during negotiations?

Yes _____
No _____

→ If Yes, how many bargaining sessions occurred before impasse was reached? _____

What were the three primary issues that led to impasse?

1. _____
2. _____
3. _____

27. Was a request for mediation filed with the Michigan Employment Relations Commission (MERC)?

Yes _____ → If Yes, did you actually go to mediation?
No _____

Yes _____
No _____

How many bargaining sessions occurred before the mediator declared impasse? _____

What was your opinion of the competency of the mediator during the mediation hearing(s):

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

Were there any negotiations after the mediator declared impasse?

Yes _____ → How Many? ____
No _____

28. Was a petition for arbitration filed with MERC?

Yes _____ → If Yes, what were the three main issues in dispute?
No _____

1. _____
2. _____
3. _____

Were there any negotiations outside of the arbitration proceedings?

Yes _____
No _____

29. Did the police union engage in any public relations efforts to improve their positions in the contract negotiations?

Yes _____ → If Yes, please describe _____
No _____ _____

How would you rate the public relations activities by the union?

Below Average _____
Average _____
Above Average _____
Excellent _____

30. In your opinion, what was the level of competency of the police union demonstrated in the contract negotiations?

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

31. What was the level of militancy displayed by the union in the contract negotiation?

Very Low Militancy	_____
Low Militancy	_____
Average Militancy	_____
Above Average Militancy	_____
Very High Level of Militancy	_____

Beside each of the following statements, please indicate by circling whether you Strongly Agree (SA), Agree (A), Disagree (D), or Strongly Disagree (SD).

32.	The municipality had a strong commitment to the industrial relations function:	SA	A	D	SD
33.	In the contract negotiation, it was expected that the negotiation team would confront an aggressive opponent:	SA	A	D	SD
34.	The bargaining team for the police union was professional:	SA	A	D	SD
35.	The municipality's bargaining team was able to clearly understand the union's needs and requests:	SA	A	D	SD
36.	Management's bargaining team was committed to work with the police union:	SA	A	D	SD
37.	The management negotiation team trusted the police union:	SA	A	D	SD
38.	Management's bargaining team was willing to believe that the union's needs were valid:	SA	A	D	SD
39.	The goals of the management team were in direct conflict with those of the union's:	SA	A	D	SD
40.	The management team concealed relevant information from the police union:	SA	A	D	SD
41.	The management team was in direct conflict with the union:	SA	A	D	SD
42.	Bargaining leverage/ability was jeopardized by the actions of other management officials not designated as negotiators:	SA	A	D	SD
43.	Previous contract negotiations with the police union have been less cooperative:	SA	A	D	SD
44.	The bargaining relationship with the police union was positive:	SA	A	D	SD
45.	Exclusive of contract negotiations, there was a high degree of conflict with the union:	SA	A	D	SD
46.	There was an overall dislike for the union's bargaining team:	SA	A	D	SD
47.	There was personal dislike of the union's chief negotiator:	SA	A	D	SD
48.	The union bargained in good faith with the municipality:	SA	A	D	SD

THANK YOU AGAIN FOR YOUR COOPERATION AND ASSISTANCE IN THIS RESEARCH
(Please add any additional comments you have on the back of this page)

APPENDIX C

Appendix C

Village Non-Arbitration Cover Letter & Survey

October 31, 1996

Dear Municipal Administrator:

Enclosed you will find a survey that is part of my doctoral dissertation research in criminal justice and labor relations that I am completing at Michigan State University. By surveying selected police agencies and municipalities in the state of Michigan, it is anticipated that the findings will provide relevant information for both police unions and municipalities on factors that promote or inhibit the collective bargaining process, and ultimately Act 312 arbitration.

In your free time, and as soon as you can, I am asking that the chief negotiator of the municipality or a designated individual who has in-depth knowledge of the most recent and completed contract negotiation between the years 1990 to 1994 (that occurred between the police union and municipality) to complete the survey. The chief negotiator, for the purpose of this research, is defined as: that individual entrusted with the authority, coordination, supervision, and participation in the collective bargaining process for police contracts.

Please read each statement or question carefully, and answer all the questions. All responses are absolutely confidential. The number that appears in the right hand corner of the survey is a control number used to coordinate follow-up mailings, if necessary. This number will not be used in the final coding stages of the research. Although some of the questions may not appear directly related to the collective bargaining process, responses to these questions or statements are necessary to gain a complete understanding of the collective bargaining process.

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If you have any questions regarding this survey, please feel free to contact me at (616) 895-2917 or at my business address listed. If you wish a call back, I assure you that I will respect your confidentiality.

Thank you in advance for your time and cooperation.

Sincerely,

Brian R. Johnson
enclosures

MICHIGAN MUNICIPAL LEAGUE

The association of Michigan cities and villages, founded in 1899.

Reply to:
Headquarters:
1675 Green Road
P. O. Box 1487
Ann Arbor, MI 48106-1487
313-662-3246
Fax: 313-662-8083

Lansing Office:
320 N. Washington Square
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517-485-1314
Fax: 517-372-7476

Northern Field Office:
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Gwinn, MI 49841-9603
906-346-4422
Fax: 906-346-9712

September 23, 1996

Dear Public Official:

Here comes another survey questionnaire! I'm sure you like surveys as much as I do! However, surveys really do matter and this one is part of serious academic research.

The Michigan Municipal League encourages scholarly research regarding topics that affect municipalities and we especially believe that Act 312, the Police-Fire Arbitration Act, should have more scrutiny. Therefore, we urge you to take the time to respond to Brian Johnson's questionnaire.

Sincerely,

Joseph W. Fremont

Joseph W. Fremont,
Manager
Human Resources Services

JWF/dw
Enc.

INSTRUCTIONS: The following questions and statements examine issues related to the bargaining environment and relationship between the police union/association and county. Please answer each question in the context of the contract negotiations between the _____ that resulted in an arbitration award in _____. For the purpose of this research, the chief negotiator is that individual entrusted in the coordination, supervision, and participation in bargaining police labor contracts.

1. Total number of public sector unions in the municipality during this time period:_____

2. Total number of public sector bargaining units in the municipality during this time period: _____

3. Total number of unionized public sector employees during this contract negotiation: _____

   a. Total number of non-unionized public sector employees during this negotiation: _____

4. What police associations/unions did your municipality bargain with?

   Command _____
   Patrol _____
   Additional _____

5. How many individuals made up the bargaining negotiation team in the contract negotiations with the police association/union? _____

6. Was the chief of police or the police agency's designated official on the management bargaining team?

   Yes _____
   No _____

7. Was the chief negotiator an employee of the municipality?

   Yes _____ ⟶ If Yes, what was the chief negotiator's position?
   No _____

   Mayor _____
   Manager _____
   Personnel _____
   Budget/Finance _____
   Legal Dept. _____
   Other (please list): _____
   _____

   Was this individual's sole responsibility negotiating contracts for the municipality?

   Yes _____
   No _____

8. Did the chief negotiator for the municipality also serve as the delegate for the arbitration panel?

   Yes _____
   No _____

9. Was the position of Chief Negotiator contracted out by the municipality?

Yes _____ → If Yes,who was responsible for contract negotiations?
No _____

Law Firm/Lawyer _____
Labor Relations Specialist _____
Other (please list) _____

Was this chief negotiator a full-time or part-time labor negotiator?

Full-time _____
Part-time _____

10. Were any other members of the bargaining team non-employees of the municipality?

Yes _____ → If yes, please list their profession(s):
No _____ _____
_____

11. Was there an elected official on the bargaining team?

Yes _____ → If yes, please list the titles of the elected
No _____ official(s): _____
_____

12. Total number of years of collective bargaining experience in the public sector for the chief negotiator at the time of the contract negotiation: _____

13. Total number of years of collective bargaining experience in the private sector for the chief negotiator at the time of the contract negotiation: _____

14. What was the degree of authority delegated to the chief negotiator?

Has full authority to reach a tentative agreement _____
Has some authority to reach a tentative agreement _____
Has an average level of authority to reach a tentative agreement _____
Has little authority to reach a tentative agreement _____
Has no authority to ratify reach a tentative agreement _____

15. What types of training did the chief negotiator have (please check all that apply)?

On-the-job	_____	Bachelor's Degree	_____
Seminars	_____	Master's Degree	_____
Some College Courses	_____	Law Degree	_____
Associate Degree	_____	Ph.D.	_____

16. Did the chief negotiator attend any training programs related specifically to bargaining with essential service employees (those that fall under Public Act 312) within the last five years of this contract negotiation?

Yes _____ → If Yes, please list or describe: _____
No _____ _____
_____
_____

17. How old (in years) was the bargaining relationship with the bargaining unit? _____

18. Was this the first contract negotiation with this union?

Yes _____ → If Yes, what was the name of the last
No _____ union: _____

19. In your opinion, was there internal conflict within the management bargaining team during the negotiation process?

Yes _____
No _____

→ If Yes, what was the degree of internal conflict with the management bargaining team?

Very Low _____
Low _____
High _____
Very High _____

20. What was the perceived relationship with the union during the negotiation process?

Good _____
Indifferent _____
Bad _____

21. Was the bargaining ability of the bargaining team jeopardized in any way by the actions of other municipal officials who were not members of the negotiation team?

Yes _____
No _____

→ If Yes, please describe: _____
_____

22. Did an elected official (not a member of the bargaining team) intervene in the contract negotiations?

Yes _____
No _____

→ If Yes, please describe: _____
_____

Did this person have any collective bargaining experience? Yes ____
No ____

23. Did union representatives attempt to bargain their contract demands with municipal officials who were not on the formal negotiation team?

Yes _____
No _____

→ If Yes, who? _____
_____

24. What was your perceived ability to pay in terms of the union's offers?

Low Ability to Pay _____
Average Ability to Pay _____
High Ability to Pay _____

25. Did the union threaten to go to Act 312 Arbitration?

Yes _____
No _____

→ Please describe the extent of the threat: _____
_____

26. Did the parties reach impasse during negotiations?

Yes _____
No _____

→ If Yes, how many bargaining sessions occurred before impasse was reached? _____

What were the three primary issues that led to impasse?

1. _____
2. _____
3. _____

27. Was a request for mediation filed with the Michigan Employment Relations Commission (MERC)?

Yes _____ → If Yes, did you actually go to mediation?
No _____

Yes _____
No _____

How many bargaining sessions occurred before the mediator declared impasse? _____

What was your opinion of the competency of the mediator during the mediation hearing(s):

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

Were there any negotiations after the mediator declared impasse?

Yes _____ → How Many? ____
No _____

28. Was a petition for arbitration filed with MERC?

Yes _____ → If Yes, what were the three main issues in dispute?
No _____

1. _____
2. _____
3. _____

Were there any negotiations outside of the arbitration proceedings?

Yes _____
No _____

29. Did the police union engage in any public relations efforts to improve their positions in the contract negotiations?

Yes _____ → If Yes, please describe _____
No _____ _____

How would you rate the public relations activities by the union?

Below Average _____
Average _____
Above Average _____
Excellent _____

30. In your opinion, what was the level of competency of the police union demonstrated in the contract negotiations?

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

31. What was the level of militancy displayed by the union in the contract negotiation?

Very Low Militancy _____
Low Militancy _____
Average Militancy _____
Above Average Militancy _____
Very High Level of Militancy _____

Beside each of the following statements, please indicate by circling whether you Strongly Agree (SA), Agree (A), Disagree (D), or Strongly Disagree (SD).

32.	The municipality had a strong commitment to the industrial relations function:	SA	A	D	SD
33.	In the contract negotiation, it was expected that the negotiation team would confront an aggressive opponent:	SA	A	D	SD
34.	The bargaining team for the police union was professional:	SA	A	D	SD
35.	The municipality's bargaining team was able to clearly understand the union's needs and requests:	SA	A	D	SD
36.	Management's bargaining team was committed to work with the police union:	SA	A	D	SD
37.	The management negotiation team trusted the police union:	SA	A	D	SD
38.	Management's bargaining team was willing to believe that the union's needs were valid:	SA	A	D	SD
39.	The goals of the management team were in direct conflict with those of the union's:	SA	A	D	SD
40.	The management team concealed relevant information from the police union:	SA	A	D	SD
41.	The management team was in direct conflict with the union:	SA	A	D	SD
42.	Bargaining leverage/ability was jeopardized by the actions of other management officials not designated as negotiators:	SA	A	D	SD
43.	Previous contract negotiations with the police union have been less cooperative:	SA	A	D	SD
44.	The bargaining relationship with the police union was positive:	SA	A	D	SD
45.	Exclusive of contract negotiations, there was a high degree of conflict with the union:	SA	A	D	SD
46.	There was an overall dislike for the union's bargaining team:	SA	A	D	SD
47.	There was personal dislike of the union's chief negotiator:	SA	A	D	SD
48.	The union bargained in good faith with the municipality:	SA	A	D	SD

THANK YOU AGAIN FOR YOUR COOPERATION AND ASSISTANCE IN THIS RESEARCH
(Please add any additional comments you have on the back of this page)

APPENDIX D

Appendix D

City Arbitration Cover Letter & Survey

October 28, 1996

Dear Municipal Administrator:

Enclosed you will find a survey that is part of my doctoral dissertation research in criminal justice and labor relations that I am completing at Michigan State University. By surveying selected police agencies and townships in the state of Michigan, it is anticipated that the findings will provide relevant information for townships and other governmental units on factors that promote or inhibit the collective bargaining process, and ultimately Act 312 arbitration.

In your free time, and as soon as you can, I am asking that the chief negotiator of the township or a designated individual who has in-depth knowledge of the contract negotiation in question (the specific contract negotiation is listed on the survey) between the township and police union/association to complete the survey. The chief negotiator, for the purpose of this research, is defined as: that individual entrusted with the authority, coordination, supervision, and participation in the collective bargaining process for police contracts.

Please read each statement or question carefully, and answer all the questions. All responses are absolutely confidential. The number that appears in the right hand corner of the survey is a control number used to coordinate follow-up mailings, if necessary. This number will not be used in the final coding stages of the research. Although some of the questions may not appear directly related to the collective bargaining process, responses to these questions or statements are necessary to gain a complete understanding of the collective bargaining process.

Upon completing the survey, please seal your responses in the self-addressed stamped envelope provided and mail it. Again, once the information is entered into the computer, all individual responses will be destroyed, while the output or findings from the survey will be presented in summary form to protect the identity of the participants. If you would like a final copy of the findings, please indicate this by enclosing a business card or a note on a separate piece of paper.

If you have any questions regarding this survey, please feel free to contact me at (616) 895-2917 or at my business address listed. If you wish a call back, I assure you that I will respect your confidentiality.

Thank you in advance for your time and cooperation.

Sincerely,

Brian R. Johnson
enclosures

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September 23, 1996

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Here comes another survey questionnaire! I'm sure you like surveys as much as I do! However, surveys really do matter and this one is part of serious academic research.

The Michigan Municipal League encourages scholarly research regarding topics that affect municipalities and we especially believe that Act 312, the Police-Fire Arbitration Act, should have more scrutiny. Therefore, we urge you to take the time to respond to Brian Johnson's questionnaire.

Sincerely,

Joseph W. Fremont

Joseph W. Fremont,
Manager
Human Resources Services

JWF/dw
Enc.

INSTRUCTIONS: The following questions and statements examine issues related to the bargaining environment and relationship between the police union/association and county. Please answer each question in the context of the contract negotiations between the _____ that resulted in an arbitration award in _____. For the purpose of this research, the chief negotiator is that individual entrusted in the coordination, supervision, and participation in bargaining police labor contracts.

1. Total number of public sector unions in the municipality during this time period:_____

2. Total number of public sector bargaining units in the municipality during this time period: _____

3. Total number of unionized public sector employees during this contract negotiation: _____

   a. Total number of non-unionized public sector employees during this negotiation: _____

4. What police associations/unions did your municipality bargain with?

   Command _____
   Patrol _____
   Additional _____

5. How many individuals made up the bargaining negotiation team in the contract negotiations with the police association/union? _____

6. Was the chief of police or the police agency's designated official on the management bargaining team?

   Yes _____
   No _____

7. Was the chief negotiator an employee of the municipality?

   Yes _____ → If Yes, what was the chief negotiator's position?
   No _____

   Mayor _____
   Manager _____
   Personnel _____
   Budget/Finance _____
   Legal Dept. _____
   Other (please list): _____
   _____

   Was this individual's sole responsibility negotiating contracts for the municipality?

   Yes _____
   No _____

8. Did the chief negotiator for the municipality also serve as the delegate for the arbitration panel?

   Yes _____
   No _____

9. Was the position of Chief Negotiator contracted out by the municipality?

Yes _____
No _____ →

If Yes,who was responsible for contract negotiations?

Law Firm/Lawyer _____
Labor Relations Specialist _____
Other (please list) _____

Was this chief negotiator a full-time or part-time labor negotiator?

Full-time _____
Part-time _____

10. Were any other members of the bargaining team non-employees of the municipality?

Yes _____
No _____ →

If yes, please list their profession(s):
_____
_____

11. Was there an elected official on the bargaining team?

Yes _____
No _____ →

If yes, please list the titles of the elected official(s): _____
_____

12. Total number of years of collective bargaining experience in the public sector for the chief negotiator at the time of the contract negotiation: _____

13. Total number of years of collective bargaining experience in the private sector for the chief negotiator at the time of the contract negotiation: _____

14. What was the degree of authority delegated to the chief negotiator?

Has full authority to reach a tentative agreement _____
Has some authority to reach a tentative agreement _____
Has an average level of authority to reach a tentative agreement _____
Has little authority to reach a tentative agreement _____
Has no authority to ratify reach a tentative agreement _____

15. What types of training did the chief negotiator have (please check all that apply)?

On-the-job	_____	Bachelor's Degree	_____
Seminars	_____	Master's Degree	_____
Some College Courses	_____	Law Degree	_____
Associate Degree	_____	Ph.D.	_____

16. Did the chief negotiator attend any training programs related specifically to bargaining with essential service employees (those that fall under Public Act 312) within the last five years of this contract negotiation?

Yes _____
No _____ →

If Yes, please list or describe: _____
_____
_____
_____

17. How old (in years) was the bargaining relationship with the bargaining unit? _____

18. Was this the first contract negotiation with this union?

Yes _____
No _____ →

If Yes, what was the name of the last union: _____

19. In your opinion, was there internal conflict within the management bargaining team during the negotiation process?

Yes _____
No _____

→ If Yes, what was the degree of internal conflict with the management bargaining team?

Very Low _____
Low _____
High _____
Very High _____

20. What was the perceived relationship with the union during the negotiation process?

Good _____
Indifferent _____
Bad _____

21. Was the bargaining ability of the bargaining team jeopardized in any way by the actions of other municipal officials who were not members of the negotiation team?

Yes _____
No _____

→ If Yes, please describe: _____
_____

22. Did an elected official (not a member of the bargaining team) intervene in the contract negotiations?

Yes _____
No _____

→ If Yes, please describe: _____
_____

Did this person have any collective bargaining experience? Yes ____
No ____

23. Did union representatives attempt to bargain their contract demands with municipal officials who were not on the formal negotiation team?

Yes _____
No _____

→ If Yes, who? _____
_____

24. What was your perceived ability to pay in terms of the union's offers?

Low Ability to Pay _____
Average Ability to Pay _____
High Ability to Pay _____

25. Did the union threaten to go to Act 312 Arbitration?

Yes _____
No _____

→ Please describe the extent of the threat: _____
_____

26. Did the parties reach impasse during negotiations?

Yes _____
No _____

→ If Yes, how many bargaining sessions occurred before impasse was reached? _____

What were the three primary issues that led to impasse?

1. _____
2. _____
3. _____

27. Was a request for mediation filed with the Michigan Employment Relations Commission (MERC)?

Yes _____ → If Yes, did you actually go to mediation?
No _____

Yes _____
No _____

How many bargaining sessions occurred before the mediator declared impasse? _____

What was your opinion of the competency of the mediator during the mediation hearing(s):

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

Were there any negotiations after the mediator declared impasse?

Yes _____ → How Many? ____
No _____

28. Was a petition for arbitration filed with MERC?

Yes _____ → If Yes, what were the three main issues in dispute?
No _____

1. _____
2. _____
3. _____

Were there any negotiations outside of the arbitration proceedings?

Yes _____
No _____

29. Did the police union engage in any public relations efforts to improve their positions in the contract negotiations?

Yes _____ → If Yes, please describe _____
No _____ _____

How would you rate the public relations activities by the union?

Below Average _____
Average _____
Above Average _____
Excellent _____

30. In your opinion, what was the level of competency of the police union demonstrated in the contract negotiations?

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

31. What was the level of militancy displayed by the union in the contract negotiation?

Very Low Militancy _____
Low Militancy _____
Average Militancy _____
Above Average Militancy _____
Very High Level of Militancy _____

Beside each of the following statements, please indicate by circling whether you Strongly Agree (SA), Agree (A), Disagree (D), or Strongly Disagree (SD).

32.	The municipality had a strong commitment to the industrial relations function:	SA	A	D	SD
33.	In the contract negotiation, it was expected that the negotiation team would confront an aggressive opponent:	SA	A	D	SD
34.	The bargaining team for the police union was professional:	SA	A	D	SD
35.	The municipality's bargaining team was able to clearly understand the union's needs and requests:	SA	A	D	SD
36.	Management's bargaining team was committed to work with the police union:	SA	A	D	SD
37.	The management negotiation team trusted the police union:	SA	A	D	SD
38.	Management's bargaining team was willing to believe that the union's needs were valid:	SA	A	D	SD
39.	The goals of the management team were in direct conflict with those of the union's:	SA	A	D	SD
40.	The management team concealed relevant information from the police union:	SA	A	D	SD
41.	The management team was in direct conflict with the union:	SA	A	D	SD
42.	Bargaining leverage/ability was jeopardized by the actions of other management officials not designated as negotiators:	SA	A	D	SD
43.	Previous contract negotiations with the police union have been less cooperative:	SA	A	D	SD
44.	The bargaining relationship with the police union was positive:	SA	A	D	SD
45.	Exclusive of contract negotiations, there was a high degree of conflict with the union:	SA	A	D	SD
46.	There was an overall dislike for the union's bargaining team:	SA	A	D	SD
47.	There was personal dislike of the union's chief negotiator:	SA	A	D	SD
48.	The union bargained in good faith with the municipality:	SA	A	D	SD

THANK YOU AGAIN FOR YOUR COOPERATION AND ASSISTANCE IN THIS RESEARCH
(Please add any additional comments you have on the back of this page)

APPENDIX E

Appendix E

City Non-Arbitration Cover Letter & Survey

October 31, 1996

Dear Municipal Administrator:

Enclosed you will find a survey that is part of my doctoral dissertation research in criminal justice and labor relations that I am completing at Michigan State University. By surveying selected police agencies and municipalities in the state of Michigan, it is anticipated that the findings will provide relevant information for both police unions and municipalities on factors that promote or inhibit the collective bargaining process, and ultimately Act 312 arbitration.

In your free time, and as soon as you can, I am asking that the chief negotiator of the municipality or a designated individual who has in-depth knowledge of the most recent and completed contract negotiation between the years 1990 to 1994 (that occurred between the police union and municipality) to complete the survey. The chief negotiator, for the purpose of this research, is defined as: that individual entrusted with the authority, coordination, supervision, and participation in the collective bargaining process for police contracts.

Please read each statement or question carefully, and answer all the questions. All responses are absolutely confidential. The number that appears in the right hand corner of the survey is a control number used to coordinate follow-up mailings, if necessary. This number will not be used in the final coding stages of the research. Although some of the questions may not appear directly related to the collective bargaining process, responses to these questions or statements are necessary to gain a complete understanding of the collective bargaining process.

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If you have any questions regarding this survey, please feel free to contact me at (616) 895-2917 or at my business address listed. If you wish a call back, I assure you that I will respect your confidentiality.

Thank you in advance for your time and cooperation.

Sincerely,

Brian R. Johnson
enclosures

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Sincerely,

Joseph W. Fremont

Joseph W. Fremont,
Manager
Human Resources Services

JWF/dw
Enc.

INSTRUCTIONS: The following questions and statements examine issues related to the bargaining environment and relationship between the police union/association and municipality. Please answer each question in the context of the most recently completed contract negotiation (between the years 1990 and 1994) for the line level police association or union. For the purpose of this research, the chief negotiator is that individual entrusted in the coordination, supervision, and participation in bargaining police labor contracts.

1. Total number of public sector unions in the municipality at time of completed contract: _____

2. Total number of public sector bargaining units in the municipality at the time the contract was completed: _____

3. Total number of unionized public sector employees during this contract negotiation: _____

   a. Total number of non-unionized public sector employees during this negotiation: _____

4. What police associations/unions did your municipality bargain with?

   Command _____
   Patrol _____
   Additional _____

5. How many individuals made up the bargaining negotiation team in the contract negotiations with the police association/union? _____

6. Was the chief of police or the police agency's designated official on the management bargaining team?

   Yes _____
   No _____

7. Was the chief negotiator an employee of the municipality?

   Yes _____ ⟶ If Yes, what was the chief negotiator's position?
   No _____

   Mayor _____
   Manager _____
   Personnel _____
   Budget/Finance _____
   Legal Dept. _____
   Other (please list): _____
   _____

   Was this individual's sole responsibility negotiating contracts for the municipality?

   Yes _____
   No _____

8. Did the chief negotiator for the municipality also serve as the delegate for the arbitration panel?

   Yes _____
   No _____

9. Was the position of Chief Negotiator contracted out by the municipality?

Yes _____ → If Yes,who was responsible for contract negotiations?
No _____

Law Firm/Lawyer _____
Labor Relations Specialist _____
Other (please list) _____

Was this chief negotiator a full-time or part-time labor negotiator?

Full-time _____
Part-time _____

10. Were any other members of the bargaining team non-employees of the municipality?

Yes _____ → If yes, please list their profession(s):
No _____

_____
_____

11. Was there an elected official on the bargaining team?

Yes _____ → If yes, please list the titles of the elected official(s): _____
No _____

_____

12. Total number of years of collective bargaining experience in the public sector for the chief negotiator at the time of the contract negotiation: _____

13. Total number of years of collective bargaining experience in the private sector for the chief negotiator at the time of the contract negotiation: _____

14. What was the degree of authority delegated to the chief negotiator?

Has full authority to reach a tentative agreement _____
Has some authority to reach a tentative agreement _____
Has an average level of authority to reach a tentative agreement _____
Has little authority to reach a tentative agreement _____
Has no authority to ratify reach a tentative agreement _____

15. What types of training did the chief negotiator have (please check all that apply)?

On-the-job	_____	Bachelor's Degree	_____
Seminars	_____	Master's Degree	_____
Some College Courses	_____	Law Degree	_____
Associate Degree	_____	Ph.D.	_____

16. Did the chief negotiator attend any training programs related specifically to bargaining with essential service employees (those that fall under Public Act 312) within the last five years of this contract negotiation?

Yes _____ → If Yes, please list or describe: _____
No _____

_____
_____
_____

17. How old (in years) was the bargaining relationship with the bargaining unit? _____

18. Was this the first contract negotiation with this union?

Yes _____ → If Yes, what was the name of the last union: _____
No _____

19. In your opinion, was there internal conflict within the management bargaining team during the negotiation process?

Yes _____
No _____

→ If Yes, what was the degree of internal conflict with the management bargaining team?

Very Low _____
Low _____
High _____
Very High _____

20. What was the perceived relationship with the union during the negotiation process?

Good _____
Indifferent _____
Bad _____

21. Was the bargaining ability of the bargaining team jeopardized in any way by the actions of other municipal officials who were not members of the negotiation team?

Yes _____
No _____

→ If Yes, please describe: _____
_____

22. Did an elected official (not a member of the bargaining team) intervene in the contract negotiations?

Yes _____
No _____

→ If Yes, please describe: _____
_____

Did this person have any collective bargaining experience? Yes ____
No ____

23. Did union representatives attempt to bargain their contract demands with municipal officials who were not on the formal negotiation team?

Yes _____
No _____

→ If Yes, who? _____
_____

24. What was your perceived ability to pay in terms of the union's offers?

Low Ability to Pay _____
Average Ability to Pay _____
High Ability to Pay _____

25. Did the union threaten to go to Act 312 Arbitration?

Yes _____
No _____

→ Please describe the extent of the threat: _____
_____

26. Did the parties reach impasse during negotiations?

Yes _____
No _____

→ If Yes, how many bargaining sessions occurred before impasse was reached? _____

What were the three primary issues that led to impasse?

1. _____
2. _____
3. _____

27. Was a request for mediation filed with the Michigan Employment Relations Commission (MERC)?

Yes _____ → If Yes, did you actually go to mediation?
No _____

Yes _____
No _____

How many bargaining sessions occurred before the mediator declared impasse? _____

What was your opinion of the competency of the mediator during the mediation hearing(s):

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

Were there any negotiations after the mediator declared impasse?

Yes _____ → How Many? ____
No _____

28. Was a petition for arbitration filed with MERC?

Yes _____ → If Yes, what were the three main issues in dispute?
No _____

1. _____
2. _____
3. _____

Were there any negotiations outside of the arbitration proceedings?

Yes _____
No _____

29. Did the police union engage in any public relations efforts to improve their positions in the contract negotiations?

Yes _____ → If Yes, please describe _____
No _____
_____

How would you rate the public relations activities by the union?

Below Average _____
Average _____
Above Average _____
Excellent _____

30. In your opinion, what was the level of competency of the police union demonstrated in the contract negotiations?

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

31. What was the level of militancy displayed by the union in the contract negotiation?

Very Low Militancy _____
Low Militancy _____
Average Militancy _____
Above Average Militancy _____
Very High Level of Militancy _____

Beside each of the following statements, please indicate by circling whether you Strongly Agree (SA), Agree (A), Disagree (D), or Strongly Disagree (SD).

32.	The municipality had a strong commitment to the industrial relations function:	SA	A	D	SD
33.	In the contract negotiation, it was expected that the negotiation team would confront an aggressive opponent:	SA	A	D	SD
34.	The bargaining team for the police union was professional:	SA	A	D	SD
35.	The municipality's bargaining team was able to clearly understand the union's needs and requests:	SA	A	D	SD
36.	Management's bargaining team was committed to work with the police union:	SA	A	D	SD
37.	The management negotiation team trusted the police union:	SA	A	D	SD
38.	Management's bargaining team was willing to believe that the union's needs were valid:	SA	A	D	SD
39.	The goals of the management team were in direct conflict with those of the union's:	SA	A	D	SD
40.	The management team concealed relevant information from the police union:	SA	A	D	SD
41.	The management team was in direct conflict with the union:	SA	A	D	SD
42.	Bargaining leverage/ability was jeopardized by the actions of other management officials not designated as negotiators:	SA	A	D	SD
43.	Previous contract negotiations with the police union have been less cooperative:	SA	A	D	SD
44.	The bargaining relationship with the police union was positive:	SA	A	D	SD
45.	Exclusive of contract negotiations, there was a high degree of conflict with the union:	SA	A	D	SD
46.	There was an overall dislike for the union's bargaining team:	SA	A	D	SD
47.	There was personal dislike of the union's chief negotiator:	SA	A	D	SD
48.	The union bargained in good faith with the municipality:	SA	A	D	SD

THANK YOU AGAIN FOR YOUR COOPERATION AND ASSISTANCE IN THIS RESEARCH
(Please add any additional comments you have on the back of this page)

APPENDIX F

Appendix F

Township Arbitration Cover Letter & Survey

December 4, 1996

Dear Township Administrator:

Enclosed you will find a survey that is part of my doctoral dissertation research in criminal justice and labor relations that I am completing at Michigan State University. By surveying selected police agencies and townships in the state of Michigan, it is anticipated that the findings will provide relevant information for townships and other governmental units on factors that promote or inhibit the collective bargaining process, and ultimately Act 312 arbitration.

In your free time, and as soon as you can, I am asking that the chief negotiator of the township or a designated individual who has in-depth knowledge of the contract negotiation in question (the specific contract negotiation is listed on the survey) between the township and police union/association to complete the survey. The chief negotiator, for the purpose of this research, is defined as: that individual entrusted with the authority, coordination, supervision, and participation in the collective bargaining process for police contracts.

Please read each statement or question carefully, and answer all the questions. All responses are absolutely confidential. The number that appears in the right hand corner of the survey is a control number used to coordinate follow-up mailings, if necessary. This number will not be used in the final coding stages of the research. Although some of the questions may not appear directly related to the collective bargaining process, responses to these questions or statements are necessary to gain a complete understanding of the collective bargaining process.

Upon completing the survey, please seal your responses in the self-addressed stamped envelope provided and mail it. Again, once the information is entered into the computer, all individual responses will be destroyed, while the output or findings from the survey will be presented in summary form to protect the identity of the participants. If you would like a final copy of the findings, please indicate this by enclosing a business card or a note on a separate piece of paper.

If you have any questions regarding this survey, please feel free to contact me at (616) 895-2917 or at my business address listed. If you wish a call back, I assure you that I will respect your confidentiality.

Thank you in advance for your time and cooperation during this busy holiday season.

Sincerely,

Brian R. Johnson
enclosures

MICHIGAN TOWNSHIPS ASSOCIATION
512 Westshire Drive
P.O. Box 80078
Lansing, Michigan 48908-0078

Joseph L. Richards, President
John M. La Rose, Executive Director
G. Lawrence Merrill, Deputy Executive Director
Gene Thornton, Director of Legislative Affairs
Kathy Gilliland, Director of Education
Evelyn M. David, Membership Information Officer

December 2, 1996

Dear Mr.

Enclosed you will find a survey questionnaire examining Act 312 Arbitration in Michigan. Brian Johnson has approached the Michigan Townships Association seeking assistance for his doctoral dissertation research. The Association feels that supporting and engaging in joint research of this nature is important, as it will assist the Association and townships in gaining a greater understanding of the Police-Fire Arbitration Act.

As soon as you can, we are asking that you complete the attached survey and mail it with the envelope provided. Once all the surveys are mailed to Brian and analyzed, the aggregate findings from this research will be available for the townships, while also appearing in our newsletter.

Thank you for your assistance in this important research.

Sincerely,

John M. La Rose
Executive Director

JMLaR:mh
enclosure

INSTRUCTIONS: The following questions and statements examine issues related to the bargaining environment and relationship between the police union/association and township. Please answer each question in the context of the contract negotiations between the _____ that resulted in an arbitration award in _____. For the purpose of this research, the chief negotiator is that individual entrusted in the coordination, supervision, and participation in bargaining police labor contracts.

1. Total number of public sector unions in the township during this time period: _____

2. Total number of public sector bargaining units in the township during this time period: _____

3. Total number of unionized public sector employees during this contract negotiation: _____

   a. Total number of non-unionized public sector employees during this negotiation: _____

4. What police associations/unions did your township bargain with?

   Command _____
   Patrol _____
   Additional _____

5. How many individuals made up the bargaining negotiation team in the contract negotiations with the police association/union? _____

6. Was the chief of police or the police agency's designated official on the management bargaining team?

   Yes _____
   No _____

7. Was the chief negotiator an employee of the township?

   Yes _____ ⟶
   No _____

   If Yes, what was the chief negotiator's position?

   Supervisor _____
   Superintendent _____
   Personnel _____
   Budget/Finance _____
   Legal Dept. _____
   Other (please list): _____
   _____

   Was this individual's sole responsibility negotiating contracts for the township?

   Yes _____
   No _____

   How many years of collective bargaining experience did this individual have? _____

8. Did the chief negotiator for the township also serve as the delegate for the arbitration panel?

   Yes _____
   No _____

(over)

9. Was the position of Chief Negotiator contracted out by the township?

Yes _____ → If Yes,who was responsible for contract negotiations?
No _____

Law Firm/Lawyer _____
Labor Relations Specialist _____
Other (please list) _____

Was this chief negotiator a full-time or part-time labor negotiator?

Full-time _____
Part-time _____

10. Were any other members of the bargaining team non-employees of the township?

Yes _____ → If yes, please list their profession(s):
No _____
_____
_____

11. Was there an elected official on the bargaining team?

Yes _____ → If yes, please list the titles of the elected official(s): _____
No _____
_____

12. Total number of years of collective bargaining experience in the public sector for the chief negotiator at the time of the contract negotiation: _____

13. Total number of years of collective bargaining experience in the private sector for the chief negotiator at the time of the contract negotiation: _____

14. What was the degree of authority delegated to the chief negotiator?

Has full authority to reach a tentative agreement _____
Has some authority to reach a tentative agreement _____
Has an average level of authority to reach a tentative agreement _____
Has little authority to reach a tentative agreement _____
Has no authority to ratify reach a tentative agreement _____

15. What types of training did the chief negotiator have (please check all that apply)?

On-the-job	_____	Bachelor's Degree	_____
Seminars	_____	Master's Degree	_____
Some College Courses	_____	Law Degree	_____
Associate Degree	_____	Ph.D.	_____

16. Did the chief negotiator attend any training programs related specifically to bargaining with essential service employees (those that fall under Public Act 312) within the last five years of this contract negotiation?

Yes _____ → If Yes, please list or describe: _____
No _____
_____
_____
_____

17. How old (in years) was the bargaining relationship with the bargaining unit? _____

18. Was this the first contract negotiation with this union?

Yes _____ → If Yes, what was the name of the last union: _____
No _____

19. In your opinion, was there internal conflict within the management bargaining team during the negotiation process?

Yes _____
No _____

→ If Yes, what was the degree of internal conflict with the management bargaining team?

Very Low _____
Low _____
High _____
Very High _____

20. What was the perceived relationship with the union during the negotiation process?

Good _____
Indifferent _____
Bad _____

21. Was the bargaining ability of the bargaining team jeopardized in any way by the actions of other township officials who were not members of the negotiation team?

Yes _____
No _____

→ If Yes, please describe: _____
_____

22. Did an elected official (not a member of the bargaining team) intervene in the contract negotiations?

Yes _____
No _____

→ If Yes, please describe: _____
_____

Did this person have any collective bargaining experience? Yes ____
No ____

23. Did union representatives attempt to bargain their contract demands with township officials who were not on the formal negotiation team?

Yes _____
No _____

→ If Yes, who? _____
_____

24. What was your perceived ability to pay in terms of the union's offers?

Low Ability to Pay _____
Average Ability to Pay _____
High Ability to Pay _____

25. Did the union threaten to go to Act 312 Arbitration?

Yes _____
No _____

→ Please describe the extent of the threat: _____
_____

26. Did the parties reach impasse during negotiations?

Yes _____
No _____

→ If Yes, how many bargaining sessions occurred before impasse was reached? _____

What were the three primary issues that led to impasse?

1. _____
2. _____
3. _____

(over)

27. Was a request for mediation filed with the Michigan Employment Relations Commission (MERC)?

Yes _____ → If Yes, did you actually go to mediation?
No _____

Yes _____
No _____

How many bargaining sessions occurred before the mediator declared impasse? _____

What was your opinion of the competency of the mediator during the mediation hearing(s):

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

Were there any negotiations after the mediator declared impasse?

Yes _____ → How Many? ____
No _____

28. Was a petition for arbitration filed with MERC?

Yes _____ → If Yes, what were the three main issues in dispute?
No _____

1. _____
2. _____
3. _____

Were there any negotiations outside of the arbitration proceedings?

Yes _____
No _____

29. Did the police union engage in any public relations efforts to improve their positions in the contract negotiations?

Yes _____ → If Yes, please describe _____
No _____ _____

How would you rate the public relations activities by the union?

Below Average _____
Average _____
Above Average _____
Excellent _____

30. In your opinion, what was the level of competency of the police union demonstrated in the contract negotiations?

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

31. What was the level of militancy displayed by the union in the contract negotiation?

Very Low Militancy	_____
Low Militancy	_____
Average Militancy	_____
Above Average Militancy	_____
Very High Level of Militancy	_____

Beside each of the following statements, please indicate by circling whether you Strongly Agree (SA), Agree (A), Disagree (D), or Strongly Disagree (SD).

32.	The township had a strong commitment to the industrial relations function:	SA	A	D	SD
33.	In the contract negotiation, it was expected that the negotiation team would confront an aggressive opponent:	SA	A	D	SD
34.	The bargaining team for the police union was professional:	SA	A	D	SD
35.	The township's bargaining team was able to clearly understand the union's needs and requests:	SA	A	D	SD
36.	Management's bargaining team was committed to work with the police union:	SA	A	D	SD
37.	The management negotiation team trusted the police union:	SA	A	D	SD
38.	Management's bargaining team was willing to believe that the union's needs were valid:	SA	A	D	SD
39.	The goals of the management team were in direct conflict with those of the union's:	SA	A	D	SD
40.	The management team concealed relevant information from the police union:	SA	A	D	SD
41.	The management team was in direct conflict with the union:	SA	A	D	SD
42.	Bargaining leverage/ability was jeopardized by the actions of other management officials not designated as negotiators:	SA	A	D	SD
43.	Previous contract negotiations with the police union have been less cooperative:	SA	A	D	SD
44.	The bargaining relationship with the police union was positive:	SA	A	D	SD
45.	Exclusive of contract negotiations, there was a high degree of conflict with the union:	SA	A	D	SD
46.	There was an overall dislike for the union's bargaining team:	SA	A	D	SD
47.	There was personal dislike of the union's chief negotiator:	SA	A	D	SD
48.	The union bargained in good faith with the township:	SA	A	D	SD

THANK YOU AGAIN FOR YOUR COOPERATION AND ASSISTANCE IN THIS RESEARCH
(Please add any additional comments you have on the back of this page)

APPENDIX G

Appendix G

Township Non-Arbitration Cover Letter & Survey

December 4, 1996

Dear Township Administrator:

Enclosed you will find a survey that is part of my doctoral dissertation research in criminal justice and labor relations that I am completing at Michigan State University. By surveying selected police agencies and townships in the state of Michigan, it is anticipated that the findings will provide relevant information for townships and other governmental units on factors that promote or inhibit the collective bargaining process, and ultimately Act 312 arbitration.

In your free time, and as soon as you can, I am asking that the chief negotiator for the township or a designated individual who has in-depth knowledge of the contract negotiation listed on the attached survey to complete the survey. Please answer all of the questions in the context of the last completed contract negotiation between the years 1990 to 1994. The chief negotiator, for the purpose of this research, is defined as: that individual entrusted with the authority, coordination, supervision, participation in the collective bargaining process for police contracts.

Please read each statement or question carefully, and answer all the questions. All responses are absolutely confidential. The number that appears in the right hand corner of the survey is a control number used to coordinate follow-up mailings, if necessary. This number will not be used in the final coding stages of the research. Although some of the questions may not appear directly related to the collective bargaining process, responses to these questions or statements are necessary to gain a complete understanding of the collective bargaining process.

Upon completing the survey, please seal your responses in the self-addressed stamped envelope provided and mail it. Again, once the information is entered into the computer, all individual responses will be destroyed, while the output or findings from the survey will be presented in summary form to protect the identity of the participants. If you would like a final copy of the findings, please indicate this by enclosing a business card or a note on a separate piece of paper.

If you have any questions regarding this survey, please feel free to contact me at (616) 895-2917 or at my business address listed. If you wish a call back, I assure you that I will respect your confidentiality.

Thank you in advance for your time and cooperation during this busy holiday season.

Sincerely,

Brian R. Johnson
enclosures

MICHIGAN TOWNSHIPS ASSOCIATION
512 Westshire Drive
P.O. Box 80078
Lansing, Michigan 48908-0078

Joseph L. Richards, President
John M. La Rose, Executive Director
G. Lawrence Merrill, Deputy Executive Director
Gene Thornton, Director of Legislative Affairs
Kathy Gilliland, Director of Education
Evelyn M. David, Membership Information Officer

December 2, 1996

Dear Mr.

Enclosed you will find a survey questionnaire examining Act 312 Arbitration in Michigan. Brian Johnson has approached the Michigan Townships Association seeking assistance for his doctoral dissertation research. The Association feels that supporting and engaging in joint research of this nature is important, as it will assist the Association and townships in gaining a greater understanding of the Police-Fire Arbitration Act.

As soon as you can, we are asking that you complete the attached survey and mail it with the envelope provided. Once all the surveys are mailed to Brian and analyzed, the aggregate findings from this research will be available for the townships, while also appearing in our newsletter.

Thank you for your assistance in this important research.

Sincerely,

John M. La Rose
Executive Director

JMLaR:mh
enclosure

INSTRUCTIONS: The following questions and statements examine issues related to the bargaining environment and relationship between the police union/association and township. Please answer each question in the context of the most recently completed contract negotiation (between the years 1990 and 1994). For the purpose of this research, the chief negotiator is that individual entrusted in the coordination, supervision, and participation in bargaining police labor contracts.

1. Total number of public sector unions in the township during this time period: _____

2. Total number of public sector bargaining units in the township during this time period: _____

3. Total number of unionized public sector employees during this contract negotiation: _____

   a. Total number of non-unionized public sector employees during this negotiation: _____

4. What police associations/unions did your township bargain with?

   Command _____
   Patrol _____
   Additional _____

5. How many individuals made up the bargaining negotiation team in the contract negotiations with the police association/union? _____

6. Was the chief of police or the police agency's designated official on the management bargaining team?

   Yes _____
   No _____

7. Was the chief negotiator an employee of the township?

   Yes _____ → If Yes, what was the chief negotiator's position?
   No _____

   Supervisor _____
   Superintendent _____
   Personnel _____
   Budget/Finance _____
   Legal Dept. _____
   Other (please list): _____
   _____

   Was this individual's sole responsibility negotiating contracts for the township?

   Yes _____
   No _____

   How many years of collective bargaining experience did this individual have? _____

8. Did the chief negotiator for the township also serve as the delegate for the arbitration panel?

   Yes _____
   No _____

(over)

9. Was the position of Chief Negotiator contracted out by the township?

Yes _____ → If Yes,who was responsible for contract negotiations?
No _____

Law Firm/Lawyer _____
Labor Relations Specialist _____
Other (please list) _____

Was this chief negotiator a full-time or part-time labor negotiator?

Full-time _____
Part-time _____

10. Were any other members of the bargaining team non-employees of the township?

Yes _____ → If yes, please list their profession(s):
No _____ _____
_____

11. Was there an elected official on the bargaining team?

Yes _____ → If yes, please list the titles of the elected official(s): _____
No _____ _____

12. Total number of years of collective bargaining experience in the public sector for the chief negotiator at the time of the contract negotiation: _____

13. Total number of years of collective bargaining experience in the private sector for the chief negotiator at the time of the contract negotiation: _____

14. What was the degree of authority delegated to the chief negotiator?

Has full authority to reach a tentative agreement _____
Has some authority to reach a tentative agreement _____
Has an average level of authority to reach a tentative agreement _____
Has little authority to reach a tentative agreement _____
Has no authority to ratify reach a tentative agreement _____

15. What types of training did the chief negotiator have (please check all that apply)?

On-the-job	_____	Bachelor's Degree	_____
Seminars	_____	Master's Degree	_____
Some College Courses	_____	Law Degree	_____
Associate Degree	_____	Ph.D.	_____

16. Did the chief negotiator attend any training programs related specifically to bargaining with essential service employees (those that fall under Public Act 312) within the last five years of this contract negotiation?

Yes _____ → If Yes, please list or describe: _____
No _____ _____
_____
_____

17. How old (in years) was the bargaining relationship with the bargaining unit? _____

18. Was this the first contract negotiation with this union?

Yes _____ → If Yes, what was the name of the last union: _____
No _____

19. In your opinion, was there internal conflict within the management bargaining team during the negotiation process?

Yes _____
No _____

→ If Yes, what was the degree of internal conflict with the management bargaining team?

Very Low _____
Low _____
High _____
Very High _____

20. What was the perceived relationship with the union during the negotiation process?

Good _____
Indifferent _____
Bad _____

21. Was the bargaining ability of the bargaining team jeopardized in any way by the actions of other township officials who were not members of the negotiation team?

Yes _____
No _____

→ If Yes, please describe: _____
_____

22. Did an elected official (not a member of the bargaining team) intervene in the contract negotiations?

Yes _____
No _____

→ If Yes, please describe: _____
_____

Did this person have any collective bargaining experience? Yes ____
No ____

23. Did union representatives attempt to bargain their contract demands with township officials who were not on the formal negotiation team?

Yes _____
No _____

→ If Yes, who? _____
_____

24. What was your perceived ability to pay in terms of the union's offers?

Low Ability to Pay _____
Average Ability to Pay _____
High Ability to Pay _____

25. Did the union threaten to go to Act 312 Arbitration?

Yes _____
No _____

→ Please describe the extent of the threat: _____
_____

26. Did the parties reach impasse during negotiations?

Yes _____
No _____

→ If Yes, how many bargaining sessions occurred before impasse was reached? _____

What were the three primary issues that led to impasse?

1. _____
2. _____
3. _____

(over)

27. Was a request for mediation filed with the Michigan Employment Relations Commission (MERC)?

Yes _____
No _____

→ If Yes, did you actually go to mediation?

Yes _____
No _____

How many bargaining sessions occurred before the mediator declared impasse? _____

What was your opinion of the competency of the mediator during the mediation hearing(s):

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

Were there any negotiations after the mediator declared impasse?

Yes _____ → How Many? ____
No _____

28. Was a petition for arbitration filed with MERC?

Yes _____
No _____

→ If Yes, what were the three main issues in dispute?

1. _____
2. _____
3. _____

Were there any negotiations outside of the arbitration proceedings?

Yes _____
No _____

29. Did the police union engage in any public relations efforts to improve their positions in the contract negotiations?

Yes _____
No _____

→ If Yes, please describe _____
_____

How would you rate the public relations activities by the union?

Below Average _____
Average _____
Above Average _____
Excellent _____

30. In your opinion, what was the level of competency of the police union demonstrated in the contract negotiations?

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

31. What was the level of militancy displayed by the union in the contract negotiation?

Very Low Militancy _____
Low Militancy _____
Average Militancy _____
Above Average Militancy _____
Very High Level of Militancy _____

Beside each of the following statements, please indicate by circling whether you Strongly Agree (SA), Agree (A), Disagree (D), or Strongly Disagree (SD).

32.	The township had a strong commitment to the industrial relations function:	SA	A	D	SD
33.	In the contract negotiation, it was expected that the negotiation team would confront an aggressive opponent:	SA	A	D	SD
34.	The bargaining team for the police union was professional:	SA	A	D	SD
35.	The township's bargaining team was able to clearly understand the union's needs and requests:	SA	A	D	SD
36.	Management's bargaining team was committed to work with the police union:	SA	A	D	SD
37.	The management negotiation team trusted the police union:	SA	A	D	SD
38.	Management's bargaining team was willing to believe that the union's needs were valid:	SA	A	D	SD
39.	The goals of the management team were in direct conflict with those of the union's:	SA	A	D	SD
40.	The management team concealed relevant information from the police union:	SA	A	D	SD
41.	The management team was in direct conflict with the union:	SA	A	D	SD
42.	Bargaining leverage/ability was jeopardized by the actions of other management officials not designated as negotiators:	SA	A	D	SD
43.	Previous contract negotiations with the police union have been less cooperative:	SA	A	D	SD
44.	The bargaining relationship with the police union was positive:	SA	A	D	SD
45.	Exclusive of contract negotiations, there was a high degree of conflict with the union:	SA	A	D	SD
46.	There was an overall dislike for the union's bargaining team:	SA	A	D	SD
47.	There was personal dislike of the union's chief negotiator:	SA	A	D	SD
48.	The union bargained in good faith with the township:	SA	A	D	SD

THANK YOU AGAIN FOR YOUR COOPERATION AND ASSISTANCE IN THIS RESEARCH
(Please add any additional comments you have on the back of this page)

APPENDIX H

Appendix H

County Arbitration Cover Letter & Survey

November 11, 1996

Dear County Administrator:

Enclosed you will find a survey that is part of my doctoral dissertation research in criminal justice and labor relations that I am completing at Michigan State University. By surveying selected police agencies and counties in the state of Michigan, it is anticipated that the findings will provide relevant information for both police unions and counties on factors that promote or inhibit the collective bargaining process, and ultimately Act 312 arbitration.

In your free time, and as soon as you can, I am asking that the chief negotiator for the county or a designated individual who has in-depth knowledge of the contract negotiation listed on the attached survey to complete the survey. Please answer all of the questions in the context of the listed contract negotiation. The chief negotiator, for the purpose of this research, is defined as: that individual entrusted with the authority, coordination, supervision, participation in the collective bargaining process for police contracts.

Please read each statement or question carefully, and answer all the questions. All responses are absolutely confidential. The number that appears in the right hand corner of the survey is a control number used to coordinate follow-up mailings, if necessary. This number will not be used in the final coding stages of the research. Although some of the questions may not appear directly related to the collective bargaining process, responses to these questions or statements are necessary to gain a complete understanding of the collective bargaining process.

Upon completing the survey, detach the cover letters, seal your responses in the self-addressed stamped envelope provided, and mail it. Again, once the information is entered into the computer, all individual responses will be destroyed, while the output or findings from the survey will be presented in summary form to protect the identity of the participants. If you would like a final copy of the findings, please indicate this by enclosing a business card or a note on a separate piece of paper.

If you have any questions regarding this survey, please feel free to contact me at (616) 895-2917 or at my business address listed above. If you wish a call back, I assure you that I will respect your confidentiality.

Thank you your time and cooperation.

Sincerely,

Brian R. Johnson
enclosures

MICHIGAN
ASSOCIATION
OF COUNTIES

935 North Washington Avenue
Lansing, Michigan 48906
517/372-5374 Fax: 517/482-4599

TIMOTHY K McGUIRE, Executive Director

October 14, 1996

Dear County Administrator/Personnel Director:

I hope you can take a few moments to complete the enclosed survey regarding the collective bargaining process. Brian Johnson has approached our association seeking input for his doctoral dissertation and in exchange has agreed to share all findings with us. A follow-up will appear in a coming issue of the *Michigan Counties* newspaper detailing the results.

Your opinions on this topic will be very valuable to the association in the near future. P.A. 312 may be revised in the upcoming months, and the knowledge we gather from this survey will be used in formulating a concise MAC position.

Thanks in advance for your assistance.

Sincerely,

Timothy K. McGuire
Executive Director

INSTRUCTIONS: The following questions and statements examine issues related to the bargaining environment and relationship between the police union/association and county. Please answer each question in the context of the contract negotiations between the _____ that resulted in an arbitration award in _____. For the purpose of this research, the chief negotiator is that individual entrusted in the coordination, supervision, and participation in bargaining police labor contracts.

1. Total number of public sector unions in the county during this time period: _____

2. Total number of public sector bargaining units in the county during this time period: _____

3. Total number of unionized public sector employees during this contract negotiation: _____

   a. Total number of non-unionized public sector employees during this negotiation: _____

4. What police associations/unions did your county bargain with?

   Command _____
   Patrol _____
   Additional _____

5. How many individuals made up the bargaining negotiation team in the contract negotiations with the police association/union? _____

6. Was the sheriff or the agency's designated official on the management bargaining team?

   Yes _____
   No _____

7. Was the chief negotiator an employee of the county?

   Yes _____ → If Yes, what was the chief negotiator's position?
   No _____

   Sheriff _____
   Manager/Administrator _____
   Personnel _____
   Budget/Finance _____
   Legal Dept. _____
   Other (please list): _____
   _____

   Was this individual's sole responsibility negotiating contracts for the county?

   Yes _____
   No _____

   How many years of collective bargaining experience did this individual have? _____

8. Did the chief negotiator for the county also serve as the delegate for the arbitration panel?

   Yes _____
   No _____

9. Was the position of Chief Negotiator contracted out by the county?

Yes _____ → If Yes,who was responsible for contract negotiations?
No _____

Law Firm/Lawyer _____
Labor Relations Specialist _____
Other (please list) _____

Was this chief negotiator a full-time or part-time labor negotiator?

Full-time _____
Part-time _____

10. Were any other members of the bargaining team non-employees of the county?

Yes _____ → If yes, please list their profession(s):
No _____

_____
_____

11. Was there an elected official on the bargaining team?

Yes _____ → If yes, please list the titles of the elected official(s): _____
No _____

_____

12. Total number of years of collective bargaining experience in the public sector for the chief negotiator at the time of the contract negotiation: _____

13. Total number of years of collective bargaining experience in the private sector for the chief negotiator at the time of the contract negotiation: _____

14. What was the degree of authority delegated to the chief negotiator?

Has full authority to reach a tentative agreement _____
Has some authority to reach a tentative agreement _____
Has an average level of authority to reach a tentative agreement _____
Has little authority to reach a tentative agreement _____
Has no authority to ratify reach a tentative agreement _____

15. What types of training did the chief negotiator have (please check all that apply)?

On-the-job	_____	Bachelor's Degree	_____
Seminars	_____	Master's Degree	_____
Some College Courses	_____	Law Degree	_____
Associate Degree	_____	Ph.D.	_____

16. Did the chief negotiator attend any training programs related specifically to bargaining with essential service employees (those that fall under Public Act 312) within the last five years of this contract negotiation?

Yes _____ → If Yes, please list or describe: _____
No _____

_____
_____
_____

17. How old (in years) was the bargaining relationship with the bargaining unit? _____

18. Was this the first contract negotiation with this union?

Yes _____ → If Yes, what was the name of the last union: _____
No _____

19. In your opinion, was there internal conflict within the management bargaining team during the negotiation process?

Yes _____
No _____

→ If Yes, what was the degree of internal conflict with the management bargaining team?

Very Low _____
Low _____
High _____
Very High _____

20. What was the perceived relationship with the union during the negotiation process?

Good _____
Indifferent _____
Bad _____

21. Was the bargaining ability of the bargaining team jeopardized in any way by the actions of other municipal officials who were not members of the negotiation team?

Yes _____
No _____

→ If Yes, please describe: _____
_____

22. Did an elected official (not a member of the bargaining team) intervene in the contract negotiations?

Yes _____
No _____

→ If Yes, please describe: _____
_____

Did this person have any collective bargaining experience? Yes ____
No ____

23. Did union representatives attempt to bargain their contract demands with municipal officials who were not on the formal negotiation team?

Yes _____
No _____

→ If Yes, who? _____
_____

24. What was your perceived ability to pay in terms of the union's offers?

Low Ability to Pay _____
Average Ability to Pay _____
High Ability to Pay _____

25. Did the union threaten to go to Act 312 Arbitration?

Yes _____
No _____

→ Please describe the extent of the threat: _____
_____

26. Did the parties reach impasse during negotiations?

Yes _____
No _____

→ If Yes, how many bargaining sessions occurred before impasse was reached? _____

What were the three primary issues that led to impasse?

1. _____
2. _____
3. _____

27. Was a request for mediation filed with the Michigan Employment Relations Commission (MERC)?

Yes _____ → If Yes, did you actually go to mediation?
No _____

Yes _____
No _____

How many bargaining sessions occurred before the mediator declared impasse? _____

What was your opinion of the competency of the mediator during the mediation hearing(s):

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

Were there any negotiations after the mediator declared impasse?

Yes _____ → How Many? ____
No _____

28. Was a petition for arbitration filed with MERC?

Yes _____ → If Yes, what were the three main issues in dispute?
No _____

1. _____
2. _____
3. _____

Were there any negotiations outside of the arbitration proceedings?

Yes _____
No _____

29. Did the police union engage in any public relations efforts to improve their positions in the contract negotiations?

Yes _____ → If Yes, please describe _____
No _____ _____

How would you rate the public relations activities by the union?

Below Average _____
Average _____
Above Average _____
Excellent _____

30. In your opinion, what was the level of competency of the police union demonstrated in the contract negotiations?

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

31. What was the level of militancy displayed by the union in the contract negotiation?

Very Low Militancy	_____
Low Militancy	_____
Average Militancy	_____
Above Average Militancy	_____
Very High Level of Militancy	_____

Beside each of the following statements, please indicate by circling whether you Strongly Agree (SA), Agree (A), Disagree (D), or Strongly Disagree (SD).

32.	The county had a strong commitment to the industrial relations function:	SA	A	D	SD
33.	In the contract negotiation, it was expected that the negotiation team would confront an aggressive opponent:	SA	A	D	SD
34.	The bargaining team for the police union was professional:	SA	A	D	SD
35.	The county's bargaining team was able to clearly understand the union's needs and requests:	SA	A	D	SD
36.	Management's bargaining team was committed to work with the police union:	SA	A	D	SD
37.	The management negotiation team trusted the police union:	SA	A	D	SD
38.	Management's bargaining team was willing to believe that the union's needs were valid:	SA	A	D	SD
39.	The goals of the management team were in direct conflict with those of the union's:	SA	A	D	SD
40.	The management team concealed relevant information from the police union:	SA	A	D	SD
41.	The management team was in direct conflict with the union:	SA	A	D	SD
42.	Bargaining leverage/ability was jeopardized by the actions of other management officials not designated as negotiators:	SA	A	D	SD
43.	Previous contract negotiations with the police union have been less cooperative:	SA	A	D	SD
44.	The bargaining relationship with the police union was positive:	SA	A	D	SD
45.	Exclusive of contract negotiations, there was a high degree of conflict with the union:	SA	A	D	SD
46.	There was an overall dislike for the union's bargaining team:	SA	A	D	SD
47.	There was personal dislike of the union's chief negotiator:	SA	A	D	SD
48.	The union bargained in good faith with the county	SA	A	D	SD

THANK YOU AGAIN FOR YOUR COOPERATION AND ASSISTANCE IN THIS RESEARCH
(Please add any additional comments you have on the back of this page)

APPENDIX I

Appendix I

County Non-Arbitration Cover Letter & Survey

November 11, 1996

Dear County Administrator:

Enclosed you will find a survey that is part of my doctoral dissertation research in criminal justice and labor relations that I am completing at Michigan State University. By surveying selected police agencies and counties in the state of Michigan, it is anticipated that the findings will provide relevant information for both police unions and counties on factors that promote or inhibit the collective bargaining process, and ultimately Act 312 arbitration.

In your free time, and as soon as you can, I am asking that the chief negotiator for the county or a designated individual who has in-depth knowledge of the contract negotiation listed on the attached survey to complete the survey. Please answer all of the questions in the context of the last completed contract negotiation between the years 1990 to 1994. The chief negotiator, for the purpose of this research, is defined as: that individual entrusted with the authority, coordination, supervision, participation in the collective bargaining process for police contracts.

Please read each statement or question carefully, and answer all the questions. All responses are absolutely confidential. The number that appears in the right hand corner of the survey is a control number used to coordinate follow-up mailings, if necessary. This number will not be used in the final coding stages of the research. Although some of the questions may not appear directly related to the collective bargaining process, responses to these questions or statements are necessary to gain a complete understanding of the collective bargaining process.

Upon completing the survey, detach the cover letters, seal your responses in the self-addressed stamped envelope provided, and mail it. Again, once the information is entered into the computer, all individual responses will be destroyed, while the output or findings from the survey will be presented in summary form to protect the identity of the participants. If you would like a final copy of the findings, please indicate this by enclosing a business card or a note on a separate piece of paper.

If you have any questions regarding this survey, please feel free to contact me at (616) 895-2917 or at my business address listed above. If you wish a call back, I assure you that I will respect your confidentiality.

Thank you your time and cooperation.

Sincerely,

Brian R. Johnson
enclosures

MICHIGAN
ASSOCIATION
OF COUNTIES

935 North Washington Avenue
Lansing, Michigan 48906
517/372-5374 Fax: 517/482-4599

TIMOTHY K McGUIRE, Executive Director

October 14, 1996

Dear County Administrator/Personnel Director:

I hope you can take a few moments to complete the enclosed survey regarding the collective bargaining process. Brian Johnson has approached our association seeking input for his doctoral dissertation and in exchange has agreed to share all findings with us. A follow-up will appear in a coming issue of the *Michigan Counties* newspaper detailing the results.

Your opinions on this topic will be very valuable to the association in the near future. P.A. 312 may be revised in the upcoming months, and the knowledge we gather from this survey will be used in formulating a concise MAC position.

Thanks in advance for your assistance.

Sincerely,

Timothy K. McGuire
Executive Director

INSTRUCTIONS: The following questions and statements examine issues related to the bargaining environment and relationship between the police union/association and county. Please answer each question in the context of the most recently completed contract negotiation (between the years 1990 and 1994). For the purpose of this research, the chief negotiator is that individual entrusted in the coordination, supervision, and participation in bargaining police labor contracts.

1. Total number of public sector unions in the county during this time period: _____

2. Total number of public sector bargaining units in the county during this time period: _____

3. Total number of unionized public sector employees during this contract negotiation: _____

   a. Total number of non-unionized public sector employees during this negotiation: _____

4. What police associations/unions did your county bargain with?

   Command _____
   Patrol _____
   Additional _____

5. How many individuals made up the bargaining negotiation team in the contract negotiations with the police association/union? _____

6. Was the sheriff or the agency's designated official on the management bargaining team?

   Yes _____
   No _____

7. Was the chief negotiator an employee of the county?

   Yes _____ → If Yes, what was the chief negotiator's position?
   No _____

   Sheriff _____
   Manager/Administrator _____
   Personnel _____
   Budget/Finance _____
   Legal Dept. _____
   Other (please list): _____
   _____

   Was this individual's sole responsibility negotiating contracts for the county?

   Yes _____
   No _____

   How many years of collective bargaining experience did this individual have? _____

8. Did the chief negotiator for the county also serve as the delegate for the arbitration panel?

   Yes _____
   No _____

9. Was the position of Chief Negotiator contracted out by the county?

Yes _____ → If Yes,who was responsible for contract negotiations?
No _____

Law Firm/Lawyer _____
Labor Relations Specialist _____
Other (please list) _____

Was this chief negotiator a full-time or part-time labor negotiator?

Full-time _____
Part-time _____

10. Were any other members of the bargaining team non-employees of the county?

Yes _____ → If yes, please list their profession(s):
No _____

_____
_____

11. Was there an elected official on the bargaining team?

Yes _____ → If yes, please list the titles of the elected official(s): _____
No _____

_____

12. Total number of years of collective bargaining experience in the public sector for the chief negotiator at the time of the contract negotiation: _____

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14. What was the degree of authority delegated to the chief negotiator?

Has full authority to reach a tentative agreement _____
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Has an average level of authority to reach a tentative agreement _____
Has little authority to reach a tentative agreement _____
Has no authority to ratify reach a tentative agreement _____

15. What types of training did the chief negotiator have (please check all that apply)?

On-the-job	_____	Bachelor's Degree	_____
Seminars	_____	Master's Degree	_____
Some College Courses	_____	Law Degree	_____
Associate Degree	_____	Ph.D.	_____

16. Did the chief negotiator attend any training programs related specifically to bargaining with essential service employees (those that fall under Public Act 312) within the last five years of this contract negotiation?

Yes _____ → If Yes, please list or describe: _____
No _____

_____
_____
_____

17. How old (in years) was the bargaining relationship with the bargaining unit? _____

18. Was this the first contract negotiation with this union?

Yes _____ → If Yes, what was the name of the last union: _____
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19. In your opinion, was there internal conflict within the management bargaining team during the negotiation process?

Yes _____
No _____

→ If Yes, what was the degree of internal conflict with the management bargaining team?

Very Low _____
Low _____
High _____
Very High _____

20. What was the perceived relationship with the union during the negotiation process?

Good _____
Indifferent _____
Bad _____

21. Was the bargaining ability of the bargaining team jeopardized in any way by the actions of other municipal officials who were not members of the negotiation team?

Yes _____
No _____

→ If Yes, please describe: _____
_____

22. Did an elected official (not a member of the bargaining team) intervene in the contract negotiations?

Yes _____
No _____

→ If Yes, please describe: _____
_____

Did this person have any collective bargaining experience? Yes ____
No ____

23. Did union representatives attempt to bargain their contract demands with municipal officials who were not on the formal negotiation team?

Yes _____
No _____

→ If Yes, who? _____
_____

24. What was your perceived ability to pay in terms of the union's offers?

Low Ability to Pay _____
Average Ability to Pay _____
High Ability to Pay _____

25. Did the union threaten to go to Act 312 Arbitration?

Yes _____
No _____

→ Please describe the extent of the threat: _____
_____

26. Did the parties reach impasse during negotiations?

Yes _____
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→ If Yes, how many bargaining sessions occurred before impasse was reached? _____

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2. _____
3. _____

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Yes _____ → If Yes, did you actually go to mediation?
No _____

Yes _____
No _____

How many bargaining sessions occurred before the mediator declared impasse? _____

What was your opinion of the competency of the mediator during the mediation hearing(s):

Very Low Competency _____
Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

Were there any negotiations after the mediator declared impasse?

Yes _____ → How Many? ____
No _____

28. Was a petition for arbitration filed with MERC?

Yes _____ → If Yes, what were the three main issues in dispute?
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2. _____
3. _____

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Yes _____
No _____

29. Did the police union engage in any public relations efforts to improve their positions in the contract negotiations?

Yes _____ → If Yes, please describe _____
No _____ _____

How would you rate the public relations activities by the union?

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Average _____
Above Average _____
Excellent _____

30. In your opinion, what was the level of competency of the police union demonstrated in the contract negotiations?

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Low Competency _____
Average Competency _____
Above Average Competency _____
Excellent Competency _____

31. What was the level of militancy displayed by the union in the contract negotiation?

Very Low Militancy	_____
Low Militancy	_____
Average Militancy	_____
Above Average Militancy	_____
Very High Level of Militancy	_____

Beside each of the following statements, please indicate by circling whether you Strongly Agree (SA), Agree (A), Disagree (D), or Strongly Disagree (SD).

32.	The county had a strong commitment to the industrial relations function:	SA	A	D	SD
33.	In the contract negotiation, it was expected that the negotiation team would confront an aggressive opponent:	SA	A	D	SD
34.	The bargaining team for the police union was professional:	SA	A	D	SD
35.	The county's bargaining team was able to clearly understand the union's needs and requests:	SA	A	D	SD
36.	Management's bargaining team was committed to work with the police union:	SA	A	D	SD
37.	The management negotiation team trusted the police union:	SA	A	D	SD
38.	Management's bargaining team was willing to believe that the union's needs were valid:	SA	A	D	SD
39.	The goals of the management team were in direct conflict with those of the union's:	SA	A	D	SD
40.	The management team concealed relevant information from the police union:	SA	A	D	SD
41.	The management team was in direct conflict with the union:	SA	A	D	SD
42.	Bargaining leverage/ability was jeopardized by the actions of other management officials not designated as negotiators:	SA	A	D	SD
43.	Previous contract negotiations with the police union have been less cooperative:	SA	A	D	SD
44.	The bargaining relationship with the police union was positive:	SA	A	D	SD
45.	Exclusive of contract negotiations, there was a high degree of conflict with the union:	SA	A	D	SD
46.	There was an overall dislike for the union's bargaining team:	SA	A	D	SD
47.	There was personal dislike of the union's chief negotiator:	SA	A	D	SD
48.	The union bargained in good faith with the county	SA	A	D	SD

THANK YOU AGAIN FOR YOUR COOPERATION AND ASSISTANCE IN THIS RESEARCH
(Please add any additional comments you have on the back of this page)

APPENDIX J

Appendix J

Frequency Distribution
Reported Degree if Authority by
Arbitration and Non-Arbitration Group

Degree of Authority	Full	Some	Average	Little
Arbitration	33	23	4	0
Non-Arbitration	30	21	7	0
		df = 3	P = 1.019	Sig = .796

APPENDIX K

Appendix K

Original Frequency Distributions
Perceived Relationship with Union

Perceived Relationship with Union		**Good**	**Indiff**	**Bad**	
Arbitration	62	36	16	10	
Non-Arbitration	59	46	10	3	
			df = 2	P = 6.302	Sig = .043

APPENDIX L

Appendix L

Original Frequency Distribution
Reported Level of Militancy
Arbitration and Non-Arbitration Group

Level of Militancy *	Very Low	Low	Average	Above Average	Very High
Arbitration	10	19	20	10	2
Non-Arbitration	14	16	22	6	2
		df = 4	P = 2.010	Sig = .733	

APPENDIX M

Appendix M

Original Frequency Distribution
Reported Level of Militancy
Arbitration and Non-Arbitration Group

Level of Competency	Very Low	Low	Average	Above Average	Excellent
Arbitration	5	11	29	11	5
Non-Arbitration	1	3	31	18	6
		df = 4	P = 9.054	Sig = .059	

APPENDIX N

Appendix N

Reported Issues at Impasse

Issues at Impasse	n
Wages	74
Retirement/Pension	60
Medical Insurance	37
Residency	7
Longevity	3
Cleaning Allowance	1
Dental Insurance	1
Position Classification	1
Vacation	2
Holiday Pay	2
Benefits	2
Length of Contract	1
Scheduling	1
On-Duty Detectives	1
Job Duties	1
Subcontracting	1
Management Rights	5
Wellness Programs	1
Uniform Allowance	1
Overtime	1
Part Time Employees	1
2 Person Patrol Cars	1
Minimum Staffing	1
Sick Time	1
Seniority	1
Patrol v. Jail	1
Job Security	1

APPENDIX O

Appendix O

Reported Original Frequency Distributions
- Integrate Bargaining Techniques -

	Strongly Agree	Agree	Disagree	Strongly Disagree
Integrative Bargaining Factors				
Commitment to industrial relations function				
Arbitration	0	5	41	12
Non-Arbitration	1	7	34	12
Able to clearly understand the unions needs and requests				
Arbitration	0	10	40	13
Non-Arbitration	1	6	45	10
Was Committed to Work with the Union				
Arbitration	1	2	43	16
Non-Arbitration	0	5	40	17
Management Trusted the Police Union				
Arbitration	2	15	41	4
Non-Arbitration	1	20	38	4
Believed the Union's Needs were Valid				
Arbitration	2	24	34	1
Non-Arbitration	2	17	42	1
Bargaining Team for Union was Professional				
Arbitration	4	12	41	5
Non-Arbitration	1	3	53	4
Positive Bargaining Relationship Existed				
Arbitration	2	15	44	1
Non-Arbitration	3	8	45	6

APPENDIX P

Appendix P

Reported Original Frequency Distributions
- Distributive Bargaining Techniques -

		Strongly Agree	Agree	Disagree	Strongly Disagree
Distributive Bargaining Factors					
Expected that the negotiation team would confront an aggressive opponent					
	Arbitration	1	14	36	10
	Non-Arbitration	3	17	29	13
Goals were in direct conflict					
	Arbitration	4	28	25	5
	Non-Arbitration	4	41	14	3
Management team was in direct conflict with the union					
	Arbitration	9	37	15	1
	Non-Arbitration	11	41	10	0
Previous contract negotiations were less cooperative					
	Arbitration	3	37	20	1
	Non-Arbitration	3	33	20	6
High degree of conflict with the union					
	Arbitration	9	42	10	2
	Non-Arbitration	12	45	3	2
Overall Dislike of Union's Bargaining Team					
	Arbitration	12	44	6	0
	Non-Arbitration	18	39	4	1
Concealment of Relevant Information					
	Arbitration	32	29	1	0
	Non-Arbitration	23	37	2	0

APPENDIX Q

Appendix Q

ANOVA of Index Scores of Distributive Bargaining on Type of Government and Arbitration

Source	SS	df	MS	F	p <
Main Effects	6.676	3	2.225	.237	.870
Govt 2	.763	2	.381	.041	.960
Arb	5.563	3	5.563	.593	.443
2-Way Interactions	28.053	2	14.027	1.496	.228
Explained	32.319	5	6.464	.690	.632
Residual	1068.673	114	9.374		
TOTAL	1100.992	119	9.252		

APPENDIX R

Appendix R

Measures of Association for Partial Logistic Regression Model

	Government	MSA	#Employees	SEV	Population
Government	1.00 (515) .000				
MSA	.26375 (515) .000	1.00 (515) .000			
#Employees	.24683 (515) .000	.30158 (515) .000	1.00 (515) .000		
SEV	.09643 9515)	.14481 (515)	.3559 (515) .000	1.00 (515) .000	
Population	.29128 9515)	.13234 (515)	.5685 (515) .000	.9152 (515) .000	1.00 (515) .000

Note : Cramers V for Nominal by Ordinal
Eta for Nominal by Continuous

APPENDIX S

Appendix S

Measures of Association for Full Logistic Regression Model

	Govt	MSA	Number of Employee	SEV	Popu-lation	Ability to Pay	Perceive Relation-ship
Govt	1.00 (126) .000						
MSA	.33645 (126) .000	1.00 (126) .000					
Number of Employee	.19949 (126)	.33922 (126)	1.00 (126) .000				
SEV	.38734 (126)	.20186 (126)	.50366 (126) .000	1.00 (126) .000			
Popu-lation	.39831 (126)	.21109 (126)	.54568 (126) .000	.96897 (126) .000	1.00 (126) .000		
Ability to Pay	.15837 (122) .194	.18440 (126) .12782	.02697 (122)	.10278 (126)	.06041 (122)	1.00 (126) .000	
Perceive Relation-ship	.07656 (123) .84096	.03049 (122) .000	.12678 (126)	.15629 (122)	.12601 (122)	.07715 (122)	1.00 (126) .000
Elected Official	.65235 (123)	.19726 (123) .000	.23443 (123)	.15583 (123)	.13420 (123)	.16352 (121) .19835	.14552 (121) .27774
Years C.B.	.50654 (117) ..220	.01579 (126)	.56655 (117)	.50352 (117)	.45539 (117)	.43066 (120)	.48421 (126)
Level of Conflict	.17348 (122) .16190	.05634 (122) .53544	.04564 (122)	.18243 (122)	.14132 (122)	-.10761 (121) .24683	-.11442 (121) ..21866
Good Faith	.02652 (124) .95767	.07484 (124) .40653	.00556 (124)	.11850 (124)	.10915 (124)	.12207 (119) .41207	.29060 (119) .00657
First Contract	.12919 (121) .36734	.02997 (121) .74267	.12011 (121)	.08336 (121)	(07987 (121)	.05207 (119) .85101	.05597 (119) .82994
Level of Training	.17315 (126) .12015	.17753 (123) .14624	.17514 (123)	.11181 (123)	.11306 (123)	-.10721 (122) ..20455	-.12446 (122) .14313
Commit w/union	.11916 (125) .41464	.04397 (125) .62438	.03964 (125)	.07979 (125)	.06226 (125)	.07835 (120) .69188	.03434 (120) .64335

	Elected Official	Years C.B.	Level of Conflict	Good Faith	First Contract	Level of Training	Commit w/union
Govt							
MSA							
Number of Employee							
SEV							
Popu-lation							
Ability to Pay							
Perceive Relation-ship							
Elected Official	1.00 (126)						
Years C.B.	.48569 (116)	1.00 (126) .000					
Conflict	..20513 (121) .02404	.02684 (115)	1.00 (126) .000				
Good Faith	.07785 (120) .39377	.10727 (114)	.07483 (119) .41433	1.00 (126) .000			
First Contract	.11634 (120) .20253	.09491 (114)	.10667 (119) .24458	.10769 (118) .24206	1.00 (126) .000		
Level of Training	..25474 (123) .01909	.53929 (117)	.08272 (122) .66103	.18822 (121) .11937	.18408 (121) .13092	1.00 (126) .000	
Commit w/union	.02505 (121) .78290	.19219 (115)	.06585 (120) .47066	.03812 (122) .67370	.05622 (119) .53966	.08547 (121) .64277	1.00 (126) .000

APPENDIX T

Appendix T

Variables not included in Full Logistic Regression Model

Variable	Score	df	Sig	R
Number of Employees	.3577	1	.5498	.0000
Distributive	.0004	1	.9833	.0000
SEV	.0604	1	.8059	.0000
CBECN	1.8199	1	.1773	.0000
Conflict	.0398	1	.8419	.0000
First Contract Negotiation	1.4526	1	.2281	.0000
Contracted Negotiator	1.2354	1	.2664	.0000
Level of Training	1.5251	2	.4665	.0000
TrainRC (1)	1.4102	1	.2350	.0000
TrainRC (2)	.0226	1	.8806	.0000
Integrative	.0009	1	.9766	.0000

APPENDIX U

Appendix U

Police Officers Labor Council Letter

POLICE OFFICERS LABOR COUNCIL

November 27, 1996

Mr. Brian Johnson
School of Criminal Justice
222 Mackinac Hall
Allendale, MI 49401-9403

RE: Act 312 Arbitration Research and Survey

Dear Mr. Johnson:

I am writing in regard to your request for our assistance in your Act 312 Arbitration research. After consulting with the Police Officers Labor Council's Executive Director and Legal Counsel, the joint consensus is that it would not be appropriate for us to participate at this time. I apologize for the delay in responding.

I hope all goes well!

Sincerely,

Nancy L. Ciccone

Nancy L. Ciccone
Police Officers Labor Council

APPENDIX V

Appendix V

Michigan Association of Police Letter

MAP
Michigan Association of Police
24300 Southfield • Suite 100
Southfield, Michigan 48075-2856
(810) 559-0033 • Fax (810) 559-6903
1-800-368-1159

August 1, 1995

Mr. Brian R. Johnson
C/O Grand Valley State University
25 Commerce Avenue South West
Grand Rapids MI 49503-4100

Dear Mr. Johnson:

I received your letter for assistance the other day. We are delighted to see, or hear, of anyone trying to advance themselves in the field of Criminal Justice. I regret that the specific information that you seek is a sensitive area for the Michigan Association of Police (MAP).

As staff organizer, I am acutely aware of rival Unions constantly attempting to "raid" our groups. (which is exactly what I would do to them!)

The director suggest that your survey be sent directly to us. That way some of your informational requests could be fulfilled.

Additionally, the boys in Los Vegas would say that your trying to make your point the hard way. I would suggest that a blanket mailing under the Freedom of Information Act might accomplish a majority of what you would need.

My sincerest apologies, if my refusal hampers your endeavors.

Sincerely,

MICHIGAN ASSOCIATION OF POLICE

Joel E. Felt
Staff Organizer

JF/jaj

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