

## **VALUABLE DISCONNECTS IN DISPUTE RESOLUTION SYSTEMS**

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### **ABSTRACT**

Dispute resolution systems that seek to reduce conflict and promote equitable treatment are an essential and incompletely understood aspect of workplace systems. Disconnects are impediments to achieving the goals of dispute resolution programs and are endemic to such arrangements. Disconnects are valuable in that they provide insight into needed change to meet system goals. After considering lessons from organizational learning systems, this article examines some valuable disconnects that occur in labor-management grievance arbitration, dispute resolution in nonunion settings, and in the practice of collective bargaining itself.

Dispute resolution systems are an essential and incompletely understood aspect of workplace systems. Dispute resolution systems serve to resolve conflict, promote equitable treatment, and ensure due process. In these respects, they help meet one of the concerns of a democratic society, providing an opportunity for individuals and organizations to have a voice in their economic relationships.

Disconnects are impediments that affect the ability of a dispute resolution system to achieve intended results. These disconnects, however, occur in all aspects of dispute resolution systems. As is suggested in *Valuable Disconnects in Organizational Learning Systems*, we have much to learn from these disconnects [1]. Too often we focus only on desired outcomes and treat disconnects

as occasions for blame, “band-aid” solutions, or inaction. The broad aim of this article is to explore selected disconnects associated with dispute resolution systems to better understand the nature, operation, and effectiveness of these systems.

First, we summarize key principles associated with valuable disconnects—drawing on lessons from organizational learning systems. Second, we focus on disconnects that might emerge in typical, union-management arbitration situations. Then, we focus on disconnects that have emerged following U.S. Supreme Court decisions involving dispute resolution systems in nonunion settings. Finally, we focus on efforts to transform the source of dispute resolution procedures—collective bargaining itself. In each case, we see that disconnects are more than just unfortunate or complicated events: They are integral to the systems for dispute resolution and provide deep insights into their essential nature.

The article draws on lessons from organizational learning systems, which are commonly touted as central to competitive success in today’s knowledge economy. These systems have bold visions of people working throughout organizations to continuously interpret data, create knowledge, and take action to continually innovate and adapt in the face of competitive challenges. Yet, efforts to implement and sustain organizational learning systems encounter countless “disconnects.” Training is scheduled, but people are too busy to attend; learning occurs, but there is no support in applying the lessons; investments are made in skills and capability, but daily pressures limit the use of new knowledge and skills. Too often, these disconnects are treated as occasions for blame, cynicism, or “quick fixes.” These are the harsh realities of organizational learning systems.

The core thesis of *Valuable Disconnects in Organizational Learning Systems* is that more attention must be paid to these disconnects—they are valuable. The disconnects contain data essential to effective organizational learning systems. A close look at disconnects reveals underlying dilemmas and deeper insights into divergent learning patterns in organizations. Thus, two core cycles are presented in the book. The first, oriented toward the bold vision, involves a cycle of data, knowledge, and action. The second, taking into account the harsh realities, involves a cycle of disconnects, dilemmas, and divergence. Ultimately, it is the integration of the bold visions with the harsh realities—integrating the two cycles—that is essential for effective, sustainable organizational learning systems.

In similar ways, dispute resolution systems are established, motivated by bold visions for how a successfully operating system should function. Reality falls short of the vision in various ways, as evidenced by disconnects in these systems. In examining disconnects in dispute resolution systems, we will analyze some of the underlying dilemmas and divergences, as well as some of the mechanisms for integration. Our primary observation, however, is that most such systems incompletely value the disconnects and are therefore constrained, as systems, in their ability to improve.

## DISCONNECTS IN ARBITRATING UNION-MANAGEMENT DISPUTES

For over fifty years, the arbitration of grievances arising under collective bargaining agreements has been an essential part of American labor relations. Arbitration provides the mechanism for unions to enforce negotiated terms of employment in exchange for a no-strike provision in agreements. Despite challenges in lower and upper courts over the years, the process is intact. In a study of 400 labor agreements by The Bureau of National Affairs in 1995, grievance provisions were found in all of the agreements, and arbitration was called for in 99% of the agreements [2, pp. 33, 37]. No different result is apparent today.

An arbitration hearing brings together a diverse group of players: union and management in an adversarial mode, their advocates, a case administrator to set up proper procedures, a neutral arbitrator to hear and decide the issues, and the grievant, who depends on the others to deal fairly with a contractual dispute. It is a proceeding that is designed to be informal but orderly. It is also a setting in which unexpected events may occur. Some of those events result in disconnects.

Disconnects in the context of labor arbitration may cause postponement, additional cost, frustration, and dissatisfaction with an otherwise orderly process. This section examines the nature of disconnects in labor arbitration, including the role of the arbitrator.

There is a mantra associated with arbitration: *speed, economy, and justice*. With regard to the arbitration of grievances, the three words can be found in promotional literature and in news stories. They convey the advantages that disputing parties can find in arbitration when compared with other methods of dispute resolution, particularly court cases or cases before the National Labor Relations Board. For purposes of this article, disconnects are discussed as they affect the qualities of speed, economy, and justice in labor arbitration.

### Speed

Assume an arbitration case: The date and place for a hearing have been agreed to by the players, and all participants have been informed. However, the day before the hearing, one party requests a postponement. The other party objects and requests a ruling from the arbitrator. The arbitrator has to consider several aspects of the situation. Is the issue time-sensitive? Would the witnesses be available? Is a conference call necessary to discuss the request? How often does the party postpone hearings? How long before a new date can be scheduled? The arbitrator has to balance these aspects with the fact that the quality of speed is diminished by a postponement.

Disconnects can arise either from a postponement where justice is delayed or from a hearing that is held but key testimony or other information is incomplete or not available. The issue here involves taking a closer look at such disconnects.

Repeated occasions may alert the parties, for example, to the need for more productive use of their grievance procedure.

Arbitrators themselves contribute to speed in arbitration insofar as they issue decisions in a timely manner. A disconnect can occur between the assignment of an arbitrator and the completion of the case if the decision is not forthcoming. The American Arbitration Association (AAA) and the Federal Mediation and Conciliation Service (FMCS) have established time limits for processing a case. The AAA rules require an arbitration award to be issued no later than thirty days after the hearing [3, p. 15]. Under FMCS rules, “arbitrators shall make awards no later than 60 days from the date of the closing of the record [4]. Complaints about overdue awards are received and investigated by both agencies. Arbitrators become “unavailable” for selection on panels if the FMCS confirms overdue awards in two or more cases [5]. The National Academy of Arbitrators (NAA) also provides an avenue for complaints by the parties if awards are long overdue. Complaints that involve members are considered by the Committee on Professional Responsibility and Grievances.

It is evident that the organizations and the parties involved in arbitrating grievance disputes show serious concern for the need for speed in arbitration. A key question arises about learning from the disconnects. Although statistical data are collected by the agencies on most aspects of arbitration, the question is whether participants analyze and use the data to develop improvements in the process.

## **Economy**

Economy in arbitration refers here to either monetary cost or efficiency in completing an arbitration case. Both aspects are present when issues arise about providing stenographic transcripts of a hearing or submitting post-hearing briefs. Of interest are annual statistics published by the FMCS for the fiscal year 2002. With a total of 2,669 awards, transcripts were prepared in 931 cases (35%), while briefs were filed in 2,186 cases (82%) [6]. Except in technical issues or questions of law, arbitrators rarely request transcripts or briefs, although they accept them when provided by the parties. While data are available on the frequency of use, less is known about the underlying factors. An increase in the frequency of such documents is often ascribed to an increase in the use of attorneys to represent the parties in dispute, but there is variance among attorneys that calls for additional analysis.

One recent effort to address disconnects concerned with arbitration’s becoming more legalistic and less economical resulted in unexpected consequences. The AAA sought to address the concern of parties over rising costs and delays by promoting the use of expedited awards. Special rules were created, eliminating the use of transcripts, briefs, and long opinions, and requiring awards to be issued within seven days after the hearing. The expedited system is still available, but the parties have not made extensive use of it. As reported by AAA, of 12,003

labor demands for arbitration between January and October 2003, only 129, or about 1%, were for expedited arbitration [7]. Some parties have designed private expedited processing for particular types of cases, but, despite minimum time and expense, the expedited concept has not been widely accepted. A key question remains: Are there flaws in the structure or implementation of the expedited process or are the assumptions about the importance of economy flawed? A deeper look would help to shape the arbitration process of the future.

Economy in resolving an arbitration case may result when the role of the arbitrator is changed to mediator; however, a disconnect may also occur in these cases. Typically, the mediation of grievances is handled by full-time mediators, who are employed by public labor-relations agencies. Arbitrators are occasionally asked to mediate a dispute, but the situation complicates their role and possibly the progress of the hearing.

Consider such a case: The issue is a discharge for excessive absenteeism. Management has presented evidence of the employer's system of charging points for absence or tardiness, as well as the grievant's record. The grievant has also kept a personal record of absence or tardiness. The union takes the position that management's record is inaccurate, and the grievant demonstrates a critical difference. It appears to the arbitrator that the issue could best be resolved by the parties themselves. The arbitrator first calls the advocates aside and asks whether they wish to talk about the matter. That suggestion is usually considered conciliation, not mediation. If the parties ask for the arbitrator's assistance, the role of the arbitrator is in question, and two types of disconnects may arise. First, the arbitrator and the parties might accept the new role, and information is discussed in mediation that makes it inappropriate for the arbitrator to return to that role if mediation fails. Alternatively, the arbitrator and the parties might reject the role and not have a viable remedy readily available.

What have arbitrators learned from such disconnects? Some arbitrators will just choose not to accept the role of mediator. Others accept the role with conditions, such as no separate caucuses with the mediator, and either party may reject the arbitrator if they do not reach a settlement in mediation. These approaches have been fashioned through individual experience, but systematic data and analysis of the experiences would undoubtedly yield additional insights.

## **Justice**

From the point of view of a grievant, justice means fairness in an arbitration decision. Arbitrators recognize the need to write their arbitration opinions so that the decision is seen as the proper conclusion based on careful analysis of the evidence.

In a talk before the NAA in 1990, Arbitrator Charlotte Gold described inadvertent results from opinions that give gratuitous advice or require future negotiations

to untangle an award [8, p. 227]. Disconnects can occur when opinions say too little or too much and leave the parties unable to use the arbitration process for the resolution of their dispute.

Justice in arbitration also relates to the commitment the parties make in agreeing that the award will be “final and binding.” Disconnects are made visible when a dissatisfied party seeks to appeal a decision in court. The bases for appeal of arbitration awards have traditionally been very limited: for example, an award contrary to law or a finding of bias. Relatively few arbitration decisions are actually vacated; estimates run to less than 1% [9, p. 2]. Nevertheless, while the appeal is ongoing, decisions carrying out the award are postponed or tentative, leaving dissatisfaction with the arbitration process.

A particular pattern exists in federal labor arbitration, conducted under the Federal Labor Relations Act. Grievances and arbitration preparation are typically handled by full-time employees without additional cost to the parties. Appeals are taken to the Federal Labor Relations Authority (FLRA), also without cost. As a result, appeals are taken frequently and in matters that do not necessarily raise unusual issues. Approximately 110 arbitration cases are heard by the FLRA annually. Of those, an estimated 25% are appeals. Of those appealed, an estimated 25% are found deficient, primarily as to law, rule, or regulation [10]. Little attention has been paid to any formal or informal mechanisms to limit the appeal of cases that do not raise significant legal issues.

### **Observations on Labor-Management Arbitration Disconnects**

The durability of labor arbitration can be seen in the continuing use of the process. Yet, disconnects occur that can detract from the values of speed, economy, and justice. Individually, arbitrators and parties are faced with numerous choices that may mitigate or exacerbate the disconnects. Of central importance to the institution of arbitration, however, are the systems for learning from the disconnects. These are afforded through meetings of professional associations, such as the National Academy of Arbitrators; training provided through the American Arbitration Association, the Federal Mediation and Conciliation Service, and other sources; and scholarly research on the process. Still, there are many disconnects in the labor-management arbitration process that need more complete treatment as data—to see the patterns and learn from experience.

### **DISPUTE RESOLUTION DISCONNECTS IN NONUNION EMPLOYMENT ARBITRATION**

In 1991, the United States Supreme Court held in *Gilmer v. Interstate/Lane Corporation* that a private, company-based dispute-resolution system could provide for arbitration of all disputes under a securities industry employment contract

between a securities firm and an employee [11]. The case involved an age-discrimination claim. The statutory right present was simply transferred from an agency or judicial arena to arbitration. Subsequent cases have expanded coverage to other statutory areas, e.g., Title VII of Civil Rights Act of 1964 [12]. Non-statutory cases under private-employer employment agreements were generally treated the same way, i.e., arbitration was substituted for court action. There were limited appeal rights in either type of case, inasmuch as waiver of court action was usually required as part of the pre-employment agreement to arbitrate all disputes arising under the agreement [13, p. 32].

The bold vision of the Supreme Court's position was consistent with the federal government's interest in promoting alternative dispute-resolution activity throughout the federal government, as demonstrated in the Administrative Dispute Resolution Act of 1990 [14]. Also, the Court was presumably aware of the approximately 100,000-case backlog at the Equal Employment Opportunity Commission (EEOC). Private plans calling for arbitration of employee disputes grew, and, at present, the American Arbitration Association alone now administers employment arbitration plans covering more than 5,000,000 employees. The harsh reality is that consequences occur which can lead to disconnects.

### **The Trappings of the Court**

The first disconnect is that the full panoply of courtroom procedures are being applied to all employment-arbitration claims as a result of its status as an alternative to court or adjudicatory hearings, even though only a minority of cases involve statutory discrimination charges. Employment arbitration often includes discovery, depositions, detailed arbitration planning conferences, lengthy hearings, and briefing processes. Data from AAA are instructive. In a fifteen-month period from September 2001 to January 2003, AAA received some 2,500 requests for employment-arbitration panels. Approximately 350 of these cases were completed in that time period. Hearings are still likely to be held in some additional cases, but the trend is clear. Fewer than 20% of the cases involved a statutory issue. The most frequent type of case involved an employment agreement between an executive and the hiring organization. Thus, the first disconnect is that we are applying courtroom procedures to a majority of cases which could more properly be handled as routine arbitration matters. Also, employment arbitration has not turned out to be an answer to the discrimination case backlog.

### **Bites of Two Apples**

The second disconnect is that the Supreme Court apparently did not perceive the difference between arbitration, with its make-whole approach, and agency and courtroom procedures, with their broader remedies. In labor-relations grievance cases, the Supreme Court created a functional two-tier system. *Alexander v. Gardner-Denver* held that a discrimination case being taken to arbitration under

a labor agreement did not foreclose the same case from being taken to EEOC, the Department of Labor or whatever agency was appropriate [15].

In connection with discrimination-arbitration cases being taken further, there was some initial outcry that a claimant was receiving two bites of the apple. A leading legal scholar, David Feller, noted that bites of two different apples were involved. That is, an employee could go to arbitration and expect a make-whole remedy if the case were won. An appeal to a statutory agency made the individual eligible for the full range of statutory procedures and permitted remedies that included damages. There are no hard data of which we are aware as to the number of individuals who lost in grievance arbitration and then chose to go on to an agency claim. The number is probably small, but the choice was there. We believe there is a serious disconnect when a statutory right is transferred, with limited or no appeal opportunity, to a nonstatutory mechanism.

### **Fairness**

Third, a disconnect, which has been corrected at least in part, occurred when the Supreme Court failed to recognize that many of the employer-originated plans were less than fair. For example, limitations were often placed on a claimant's right to select an advocate or participate in the choice of an arbitrator. A group of organizations, including the National Academy of Arbitrators, the American Arbitration Association, and the Federal Mediation and Conciliation Service, created a due process protocol that sought to spell out standards for a fairer system of employment arbitration [16]. These standards were amplified by guidelines created by the National Academy of Arbitrators [17]. The documents make clear, *inter alia*, that a claimant has a right to participate in the selection of an advocate and an arbitrator. Fortunately, the courts and appointing agencies have been using the protocol and guidelines as touchstones for fairness. The Supreme Court, however, did not anticipate these problems.

### **Possible Public Policy Responses**

The disconnects themselves almost suggest some public-policy responses to deal with the problems caused by disconnects in employment arbitration. First, it is within the province of the Supreme Court to remove nonstatutory claims from the *Gilmer* umbrella. Such claims would continue to be arbitrable, and the outcomes would be subject to the same sort of appeals applied to labor-management arbitration cases: Basically, a decision that did not draw its essence from the agreement, involved fraud, or required illegal activity may successfully be challenged.

Second, with regard to statutory cases, the Supreme Court can restore the *Gardner-Denver* type of alternative. Thus, employment arbitration cases involving statutory claims would be able to proceed post-arbitration with the statutory



process. From a positive public-policy point of view, availability of statutory procedures should not be arbitrarily removed.

Fortunately, the protocol and guidelines are being observed by appointing agencies and nearly all organizations establishing employment arbitration plans. The courts have been helpful in denying acceptability to plans that do not meet these standards.

The law of unintended consequences has a powerful impact on our society. The effect of the law here is that a well-meaning Supreme Court did not see or chose not to address the possible disconnect ramifications of its actions in the *Gilmer* decision. An aphorism authored by the noted labor relations authority, George Taylor, is appropriate: Do not take steps one, two, and three until you have thought out steps four, five, and six. The Supreme Court did not do so in the *Gilmer* decision.

### **DISCONNECTS IN EFFORTS TO TRANSFORM THE COLLECTIVE BARGAINING PROCESS**

Collective bargaining was established as an alternative to violence and the raw exercise of power in resolving disputes between labor and management. Over the past century, there has been a long history of innovation, beginning with the Protocols of Peace promulgated in the early 1900s and encompassing integrative bargaining, productivity bargaining, and numerous other efforts to improve the bargaining process or promote innovative outcomes. Today, approximately 40,000 collective bargaining negotiations take place each year, and recent survey evidence indicates that approximately 40% of negotiators are involved in some degree of experimentation with interest-based bargaining (IBB), mutual gains bargaining (MGB), and other similar problem-solving approaches to bargaining—continuing the long tradition of innovation [18]. However, there is an equally long history of innovators who later suffered failed experiments, lost constituent support, and otherwise encountered unanticipated and unwelcome consequences of their innovations. These are the harsh realities.

In this section we focus on three common disconnects that might arise in the context of attempts to improve the collective bargaining process. These include disconnects around ensuring support for process innovations from constituents and counterparts, disconnects with respect to innovative substantive language, and disconnects arising from the implementation of innovative language.

We drew on evidence from a national random sample survey of lead negotiators, which was sponsored by the Federal Mediation and Conciliation Service. The survey was conducted in 1999 and contains more detail on innovation in bargaining than the first national survey, which was conducted in 1996. The second survey contains completed interviews from a total of 2004 respondents, which included 1040 union and 964 management representatives. There were

626 matched pairs from the private sector in this sample, which are the data that were used in this article [19].

### **Ensuring Constituent Support for Process Innovation**

Changes in the bargaining process are complicated in any negotiation, but they are far more challenging when there are large numbers of constituents with formal ratification authority, as is the case in collective bargaining. Indeed, problems around constituent support may be the most common barrier to the use of an interest-based bargaining process. Consider the following data from the FMCS survey: Prior to the beginning of negotiations involving interest-based bargaining, only 22% of union respondents and 21% of management respondents report giving advance notice to their constituents that interest-based principles were being used. Undoubtedly, it can be difficult for a union leader to go before the general membership in advance of negotiations and discuss the potential for taking a more problem-solving-oriented approach to bargaining. It can also be difficult for management representatives to get advance internal alignment around open sharing of information and engagement of the union as an equal partner. In both cases, the representatives become vulnerable to accusations of being “too close” to the other side; they risk having their hands tied in even being able to engage in such an approach; and they may end up placing blame on the process itself. Yet, a disconnect can arise during ratification when explaining an innovative outcome that emerged from an IBB process was not discussed in advance with constituents.

### **Alignment on Substantive Outcomes**

An unexpected finding in the FMCS survey involved gaps between union and management responses to certain questions. The data presented here are from the subsample of matched pairs of chief negotiators. While their answers were closely aligned on many dimensions, such as their views of support from mediators and their reports on certain aspects of the process, there was surprising divergence of views regarding issues for which new language was incorporated into the final contract.

As Table 1 indicates, the vast majority of agreements include new language granting a wage increase, and there is close alignment in the reports from union and management on this. On the other hand, union negotiators are far more likely than their management counterparts to report an increase in benefits or new language that describes increases in job security. Similarly, management negotiators are far more likely to report a reduction in benefits and new language describing increased work-rule flexibility. These gaps did not hold for all issues. There was more alignment, for example, around the negotiation of new language on teams and new pay systems.

At one level, such gaps in perception help to explain the importance of grievance procedures and arbitration in the overall labor-management system.

Table 1. Union and Management Negotiator Reports on Selected Bargaining Outcomes

New contract language on:	Union	Management
Wage increase	97%	94%
Benefit increase	71%	54%
Reduction in benefits	12%	22%
Job security	27%	10%
Work-rule flexibility	32%	48%
New pay systems (profit sharing, gainsharing, pay for knowledge)	17%	14%
Teams	11%	9%

But it is worth taking a closer look at the disconnects. The issues where the gaps are substantial are, of course, the issues where the interests of labor and management most clearly diverge. This includes a relatively traditional issue such as benefits and what might be termed more innovative issues such as job security and flexibility. There is a dilemma here in that each party has an incentive to portray the contractual outcomes publicly in ways that will be highly valued by constituents or not controversial with them. At the same time, the parties have to work together under the new contract. While some parties have addressed the dilemma by devoting time prior to completion of negotiations to additional dialogue on how the information will be presented to constituents and subsequently interpreted in various scenarios, these data suggest that this is not a dominant practice. Perhaps a majority of negotiators could learn from this disconnect.

### IMPLEMENTATION OF INNOVATIVE CONTRACT LANGUAGE

We have found disconnects in educating constituents about innovative bargaining processes and about certain negotiated agreements. The final area for analysis is in the implementation of contract language and the ongoing ability of the parties to innovate. First, respondents to the FMCS survey were asked whether there were joint labor-management initiatives to implement the provisions agreed to. On average, 46% of union respondents and 41% of

management respondents indicated that there were such joint initiatives. On its face, this alone could be a disconnect, in that more than half of the private sector negotiations in the United States do not feature joint efforts to implement the agreements reached.

A closer look at the disconnect reveals a connection back to the earlier discussion on notice to constituents about process innovation. Just focusing on the cases where the parties reported using an IBB or mutual gains process, we find a significant association between joint implementation success and advance notice to the parties about the process. As Table 2 suggests, those parties providing advance notice are almost twice as likely to report subsequent joint implementation of the language.

The causality in this case can run both ways—that is, parties oriented toward joint implementation may be more likely to give advance notice of bargaining process innovation and parties giving advance notice on process innovation will be more likely to have constituent support for joint implementation. Either way, we see that there is a “connect” between advance notice to constituents on process innovation and joint implementation of agreements, while there is a disconnect when this is missing.

## CONCLUSION

This analysis of selected disconnects in dispute resolution systems has illustrated the important ways that a focus on disconnects provides a valuable window into the functioning of the system. In the case of labor-management arbitration, we saw that disconnects can undermine all of the virtues of this process—speed, economy, and justice. In the case of employment arbitration, we saw that the requirements for serving as an alternative to resolution in the courts or adjudicatory agencies had added considerable burden to the process, even though less than 20% of the cases involved statutory claims. In the case of collective bargaining, we saw that disconnects in constituent support, union-management alignment on substantive language, and subsequent implementation all threaten to undermine innovations in process and substance.

Table 2. Union and Management Negotiator Reports on Joint Implementation With and Without Advance Notice on IBB Process

	Union	Management
Joint implementation with No advance IBB notice	40%	34%
Joint implementation with advance IBB notice	69%	67%

While we have also pointed to selected examples of ways to address the disconnects, a larger question is posed by this article: Why is there not more awareness, dialogue, and action concerning the disconnects on the part of the many stakeholders to these systems? Even when specific findings are reported at meetings of professional associations and in scholarly or trade journals, they are not a sufficient prod to force dialogue and action at organizational, regional, industry, national, and international levels. Since the disconnects may be caused by enduring underlying dilemmas, they will not necessarily be self-correcting. Thus, a core challenge for the broader diffusion and effectiveness of dispute resolution systems lies in the ability of stakeholders at all levels to document and discuss disconnects in constructive, nonblaming ways—so they can deliver on their full value.

#### ENDNOTES

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18. Joel Cutcher-Gershenfeld and Thomas Kochan, "Taking Stock: Collective Bargaining at the Turn of the Century," 5, *Industrial and Labor Relations Review*, 3-26 (2004).
19. For more detail on the original survey, see Joel Cutcher-Gershenfeld, Thomas Kochan, and John Calhoun Wells, "In Whose Interest? A First Look at National Survey Data on Interest-Based Bargaining in Labor Relations," *Industrial Relations*, Vol. 40, No. 1 (January 2001), pp. 1-21. Access to the original data can be arranged through Joel Cutcher-Gershenfeld or Thomas Kochan, with additional notice to the FMCS.

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