University of San Diego

Digital USD

Dissertations

Theses and Dissertations

1987

Compulsory Interest Arbitration in Public Education: A Case Study

Madeline Mary Keri EdD

University of San Diego

Follow this and additional works at: <https://digital.sandiego.edu/dissertations>

Part of the [Leadership Studies Commons](#)

Digital USD Citation

Keri, Madeline Mary EdD, "Compulsory Interest Arbitration in Public Education: A Case Study" (1987). *Dissertations*. 502.

<https://digital.sandiego.edu/dissertations/502>

This Dissertation: Open Access is brought to you for free and open access by the Theses and Dissertations at Digital USD. It has been accepted for inclusion in Dissertations by an authorized administrator of Digital USD. For more information, please contact digital@sandiego.edu.

COMPULSORY INTEREST ARBITRATION IN PUBLIC EDUCATION:
A CASE STUDY

by

Madeline Mary Keri

A dissertation submitted in partial fulfillment
of the requirements for the degree of
Doctor of Education
in the University of San Diego
1987

Doctoral Committee:

William P. Foster, Ed. D., Director
Wallace F. Cohen, Ed. D.
Ronald Hockwalt, Ed. D.

© Madeline Mary Keri 1987
All Rights Reserved

ABSTRACT

COMPULSORY INTEREST ARBITRATION IN PUBLIC EDUCATION:

A CASE STUDY

by

Madeline Mary Keri

Chairman: William P. Foster, Ed.D.

Resolution of impasse disputes in public sector education has emerged as a growing concern in recent years. The purpose of this study was to determine if the use of compulsory final offer interest arbitration has served as a viable means of resolving conflicts between boards of education and teacher associations in Connecticut.

Statistical examination of the ways in which contracts were settled, the types of issues arbitrated and the decisions of the arbitrator(s) was conducted on the 182 arbitration awards made between 1979-80 and 1984-85 in Connecticut. Additionally, interviews were conducted with members of the Department of Education's arbitration panel and other individuals involved in the process in Connecticut. Of the 23 areas of issues for arbitration it was found that salary, workday/year, medical insurance, and leaves of absence were the most frequently arbitrated issues when comparisons were done between areas. Also, in

the area of arbitral decisions it was found that arbitrators tend to be more favorable toward the association when deciding issues pertaining to salary and more favorable toward the board when deciding issues pertaining to workday/year. No other significant differences were found.

Additionally, the results of arbitrator interviews show that for the most part the process has worked well in Connecticut and that parties are generally in acceptance of compulsory arbitration for the resolution of contract disputes.

For My Sister,
Jonette Elizabeth

ACKNOWLEDGMENTS

A special thank you to my family for their encouragement and patience. Patty Hagerich for her consulting. Carolyn Zambanini for her exceptional typing and word processing skills. Lee Williamson for the use of the Connecticut Department of Education arbitration files. Dr. Foster, Dr. Cohen and Dr. Hockwalt for their assistance and guidance in bringing this project to completion.

TABLE OF CONTENTS

DEDICATION.....	ii
ACKNOWLEDGMENTS.....	iii
LIST OF FIGURES.....	v
LIST OF APPENDICES.....	vi
CHAPTER	
I.	Introduction.....1
	Vocabulary.....5
II.	Review of the Literature.....7
	Historical Background.....7
	Compulsory Arbitration's Effectiveness as a Final Step in Impasse.....14
	The Use of Compulsory Arbitration as an Incentive to Bargain.....21
	The Narcotic and "Chilling" Effect of Compulsory Arbitration.....32
	Compulsory Arbitration as a Deterrent to the Strike.....39
	Summary.....42
III.	The History of Collective Bargaining Legislation in Connecticut.....45
IV.	Research and Methodology.....57
	Question A through H.....58
	Questions I through N.....65
	Assumptions and Limitations.....70
V.	Data Analysis.....71
	Analysis of Questions A through H.....71
	Review of Interviews.....89
VI.	Conclusions and Recommendations.....122
Appendices	135
Reference List	180

LIST OF FIGURES

Table	Page
1. Procedures Used to Settle Contracts for the Years 1979-80 Through 1984-85.....	72
2. Results of Chi Square 2X2 Contingency Table on the Number of Times Compulsory Arbitration has been Used to Come to Contract Agreement.....	73
3. Results of Chi Square 2X2 Contingency Table on the Number of Times No Impasse Procedure has been Used to Come to Contract Agreement.....	75
4. Results of Chi Square 2X2 Contingency Table on the Number of Times Mediation/Arbitration has been Used to Come to Contract Agreement.....	76
5. T test results of the Mean Number of Issues Taken to Arbitration for the Years 1979-80 Through 1984-85.....	78
6. Frequency of Districts Utilizing Arbitration from 1979-80 Through 1984-85.....	80
7. Total Number of Issues Arbitrated for Each Issue Area for the Years 1979-80 Through 1984-85.....	80
8. Yearly Totals of Issues Decided for Board and Association.....	84
9. T test Results on Arbitration Decisions for Board/Association for the Years 1979-80 Through 1984-85.....	85
10. Yearly Totals of Issues Decided for the Board (B) and the Association (A).....	86

LIST OF APPENDICES

Appendix	Page
A. Notes From Legislative Hearings.....	135
B. Arbitration Decisions 1979-80 Through 1984-85.....	142

Chapter 1

Statement of the Issue

The following piece of research is a descriptive study that examined the state of Connecticut in which compulsory final offer interest arbitration (hereinafter referred to as compulsory arbitration) is part of the collective bargaining statute for public school teachers. It examined the six years 1979-80 through 1984-85 following legislation calling for compulsory arbitration's enactment in Connecticut, and looked at the outcomes, both anticipated and unanticipated that have resulted. By examining the brief history of compulsory arbitration in public education, this study endeavored to determine if legislated compulsory arbitration fosters collective bargaining in public education by serving as a satisfactory means for resolving impasse disputes. The study also sought to determine if any trends could be distinguished for the future of compulsory arbitration in the collective bargaining process for America's public school teachers.

Significance of the Problem

In the collective bargaining process, parties are frequently unable to come to an agreement on the terms of a contract. Often, when an agreement cannot be reached the strike has been used as a means of dealing with impasse disputes between employer and employees in public education. Unfortunately, the strike can mean a loss of school days and a disruption to the educational process, loss of financial support through decreased subsidies and state allocations, and often create an outcry of public dissatisfaction with the bargaining parties. It was important to determine if there was a more appropriate way of dealing with impasse disputes, especially at a time when many states were redefining and amending their collective bargaining laws for public school teachers.

The purpose of this case study was twofold. First, it provided statistical data on how the compulsory arbitration process had been utilized by the bargaining parties. It delved into the number of issues taken to impasse under the legislation, the frequency with which parties had reached a settlement without the use of any impasse procedure, how often parties had settled at a preliminary step in the impasse procedure, patterns of usage of the procedure, issues most frequently arbitrated,

arbitrator rulings and the relationship of those arbitral rulings to the category of issue being arbitrated.

Secondly, by using the interviewing process the study examined the perceptions of people who were involved in the compulsory arbitration process and looked at their satisfaction or dissatisfaction with the procedure in Connecticut.

In choosing a case study approach, the researcher was able to glean information that would be of value to state legislatures that were revising or enacting collective bargaining legislation for public school teachers. This case study also attempted to answer the questions of many administrators and union representatives who were unfamiliar with the use and value of compulsory arbitration in the public education arena. The study enabled an interested individual to look at how the compulsory arbitration process has worked by making available both the statistical data and the perceptions of levels of satisfaction demonstrated by the groups and individuals involved in the process in Connecticut.

By using a case study approach the researcher was able to examine an entire state, including both metropolitan and rural areas, while maintaining feasible amounts of data to be analyzed. Also, since this study was

to provide information for other state legislatures the inclusion of information on a statewide basis provided a total picture of how the process has worked. For this reason the researcher felt that a macro approach was of more value than a micro examination of a few specific cases of compulsory arbitration.

In choosing the state of Connecticut, the researcher first noted that this particular state's legislation was the most recent, while still providing a time span of six years usage. In this way the study would account for any responses that may have been attributed to the initiation of a new system. In addition, since Connecticut's legislation is recent it is more relevant to the changes now taking place in collective bargaining in the United States.

A second reason for choosing Connecticut is the state's use of a specific panel of arbitrators for interest arbitration hearings. This contrasts to states in which arbitrators are chosen from a listing of all possible arbitrators within the state. This factor allowed for a more detailed analysis of the arbitration panel itself, since its members had heard more than one or two cases over the six year period.

Definition of Terms

1. advisory interest arbitration - Interest arbitration which is counseling, gives suggestions, or is advising, but not imperative or conclusive.
2. arbitrator - A private, disinterested person chosen by the parties to a disputed question, for the purpose of hearing their contention, and giving judgement between them, to whose decision [award] the litigants [parties] submit themselves either voluntarily, or in some cases compulsory.
3. collective bargaining - A procedure in which the employer and employee representative bargain for the wages, hours, and other conditions of employment for the employee groups.
4. compulsory final-offer interest arbitration - (in the text shortened to compulsory arbitration) - Arbitration of the terms of a contract which is conclusive and which takes place where the consent of one of the parties is enforced by statutory provisions. The arbitrator/arbitrators shall resolve separately each individual issue disputed by accepting the last best offer of either of the parties and are not permitted to compromise between the positions of the parties.
5. factfinding - The act of a third person determining a fact at issue between two parties in order to promote resolution of the issue at impasse.

6. final package - An award in which the arbitrator chooses the entire proposal of one side or the other.
7. impasse - A stalemate between parties concerning the issues at dispute.
8. mediation - The act of a third person who interferes between two contending parties with a view to reconcile them or persuade them to adjust or settle their dispute.
9. statute - An act of the legislature declaring, commanding or prohibiting something; the written will of the legislature, solemnly expressed according to the forms necessary to constitute it the law of the state.
10. stipulated agreement - An agreement reached by the parties after an arbitration hearing has commenced.
11. voluntary arbitration - Arbitration depending on or arising from the mutual agreement of the parties.

Chapter 2

Review of the Literature

Historical Background

Dunham (1976) notes that the earliest instance of interest arbitration in the United States probably occurred in 1786 between the seamen and their employers in New York City, the purpose being to establish the wages of the seamen (Mote, 1916). The practice of using interest arbitration as a means of solving disputes in the private sector continued to grow following the seamen's incident, and was recorded in settlements in the steel, mining and railroad industries in the late 1880's. This practice eventually moved into the transit industry and at the turn of the century transit unions began to arbitrate the terms [interests] of new collective bargaining agreements (Kuhn, 1952; Dennis and Somers, 1973). Between 1900 and 1949 over 600 wage cases were arbitrated; in the second half of this century the use of interest arbitration to determine the wages and other conditions of employment continues to flourish in the local transit industry. Similarly, the

first International Arbitration Agreement in the printing industry (Dennis and Somers, 1973) and agreements in the foundry and machinist industries utilizing interest arbitration were initiated during the early part of this century.

The United States' most pervasive experience with compulsory arbitration in the private sector is pointed out by Morris (1976) as being the creation of the first National War Labor Board in 1918 during World War I. Although the Board was to provide mediation and conciliation, it intervened directly in the establishment of substantive conditions and thus represented a form of interest arbitration. A second National War Labor Board was established with a similar purpose during World War II. Most of the 20,000 labor disputes determined during this Board's existence were impasses over the terms [interests] of collective bargaining agreements.

Following World War II the use of interest arbitration continued to expand with ten states establishing laws which provided for compulsory arbitration in certain vital services, primarily public utilities (Bernstein, 1947). It is significant to note that in 1947 there was very little state legislation concerned with mediation and arbitration outside of the public utility area. Presumably, at that time the

states intended to reduce the number of strikes in the larger field by weakening the bargaining power of trade unions. However, after about five years of extensive usage, these laws ceased to be of importance because of a 1951 Supreme Court ruling in Wisconsin decreeing that the subject matter in the aforementioned laws was preempted by the National Labor Relations Act.

Here it is important to make a distinction between interest arbitration in the private sector, and interest arbitration in the public sector, the latter of which is detailed in this study. Prasow and Peters (1983) point out that in the private sector, impasses over interest issues are not covered by statute and are ultimately resolved by a balancing of the strengths by the parties' (p. 311). "In the public sector, however, where an economic contest is, in most jurisdictions legally ruled out by bounds, the parties often seek a resolution of interest issues by resorting to fact finding or arbitration" (p.313). While the private sector's industrial relations are regulated almost entirely under the Labor Management Relations Act of 1970, and the Railway Labor Act of 1970, which are federal statutes, the public sector is regulated by individual state statutes and in some cases by the ordinances of municipalities, each of which are specific in their definitions of coverage.

In the United States during the past 40 years the ever increasing number of organized public employees has made it necessary for state legislatures to include collective bargaining statutes, many of which include provisions for some form of interest arbitration, into the states' legal framework. Chauhan (1979) has noted that during the past 20 years state legislation governing public labor relations has proliferated with more than 2/3 of the states adopting formal collective bargaining policies. Horton (1975), Cocoran and Kutell (1978), and Compton-Forbes (1984) are others who have made reference to the large number of states which have enacted collective bargaining legislation for public employees in recent years.

Although the Arbitration Act of 1888 is generally considered the first federal labor law, Horton (1975) relates that as late as 1968 there was only one public employee relations statute providing for the use of interest arbitration. Dunham (1976) found that in the five year period from 1970-1975, sixteen states had amended or enacted major legislation for public employees. Four of those states utilized compulsory arbitration, six permitted strikes, four included fact finding as a final step, one had combination arbitration and right to strike, and one left impasse procedures at the discretion of the Board while it forbade strikes.

These changes in legislation continued and by 1976 at least 20 states had formally placed the final responsibility for resolving collective bargaining disputes on arbitrators (Horton, 1975).

Outside of the United States, Canada and Australia have had extensive experience with compulsory arbitration in the public sector. In Australia, Commonwealth employees have had access to arbitration procedures since 1911, and for years bargaining parties had relied on the arbitration procedure instead of attempting to negotiate their contracts collectively. After 1965 the use of the strike became a more common practice for dealing with impasses in Australia because of changes that had been made in the criteria for determining arbitration awards and due to a basic deterioration in the unions' handling of the arbitration procedure. Still, the arbitration procedure has endured for over 50 years in Australia and even with its flaws has been preferred to other means of settling disputes (McAvoy, 1972).

On the other hand, Canadian federal workers first began to bargain in 1967 with the passage of the Public Service Staff Relations Act (PSSRA) which covered all federal employees and today represents more than 250,000 employees in 100 bargaining units (Ponak and Wheeler, 1980). Under the Canadian statute a bargaining agent

may elect to use compulsory arbitration, but must forfeit the unit's right to strike.

Compulsory arbitration has frequently been challenged on its legal grounds in America's courtrooms in its quest to achieve contract equity. Houseman (1973) points out that the main constitutional hurdle concerning compulsory arbitration has involved the question of whether the elected representatives of the people should be able to delegate to others the exercise of authority conferred upon them by law.

During the late 1800's cases concerning compulsory arbitrations' constitutionality in the public sector were already beginning to surface. In Mann v. Richardson, 1873, the question of whether public officials had the right to submit discretionary matters to arbitrators first arose. In this case the court found that a dispute between the commissioner of highways and a homeowner over the price of the latter's home could not go to arbitration and therefore bind the town. The Circuit Court of Illinois in discussing the status of the public official said, "Where the law imposes a personal duty upon an officer in relation to a matter of public interest, he cannot delegate it to others, and therefore, such officer cannot submit such matters to arbitration."

It was years later, in 1951, that the first

favorable decision of major proportions concerning compulsory arbitration in the public sector was decided by the Supreme Court of Errors in Connecticut in Norwalk Teachers Association v. Board of Education. The court was posed with the question of whether under Connecticut law arbitration was a permissible method to settle or adjust disputes between the plaintiff and the defendant. The court held that: (1) Teachers had the right to organize and bargain over pay and conditions of employment (2) A Board of Education could enter into a contract which required grievance arbitration (3) Mediation of disagreements was permissible (4) Teachers could not engage in concerted activities such as work stoppages and strikes and (5) Boards of Education could not surrender any of their legal policy making discretion to the bargaining process.

In recent years the constitutionality of many other compulsory arbitration laws has been challenged in various states. In 1979 Chauhan compiled a listing of 18 states in which the laws had already been challenged. He found that the compulsory arbitration statutes had been upheld by the highest state courts in Massachusetts, Minnesota, Washington, New York, Nebraska, Rhode Island, Pennsylvania, Wyoming, Wisconsin and Oregon. The highest state courts had declared the laws unconstitutional in California, Colorado, Utah and

South Dakota, while the Supreme Courts of Maine and Michigan reached deadlocks which therefore left favorable lower court decisions in effect. (Table I to be found in Chauhan at page 37). In general, it was found that the courts tend to uphold state statutes which provide for compulsory arbitration in the public sector when the statutes are applied to serve the public interest.

In the public sector, the use of compulsory arbitration as a means of settling impasse disputes has increased in recent years with various authors examining the effectiveness, benefits, and cause and effects of its inclusion into the collective bargaining process. The next segment of the review of the literature will address those different areas of interest in regard to compulsory arbitration and will present some of the changes that are now taking place in collective bargaining in America's public sector.

Compulsory Arbitration's Effectiveness as a Final Step in Impasse

Initial review of the literature in collective bargaining shows that compulsory arbitration has been found to be a more appropriate final step for settling impasse disputes in contract negotiations (Dunham, 1976;

Gallagher, 1982).

Dunham (1976) in an examination of public employee bargaining found the preliminary impasse procedure of factfinding to be analogous with advisory arbitration in which bargaining parties are only advised and not bound by the law to abide by the arbitrator's recommendations. He noted that after a few years of factfinding as the final step in impasse, the union tends to become stronger with the resulting consequence being illegal strikes. In his research, Dunham sent questionnaires to 20 states and the City of New York, all of which were known to have an administrative agency responsible for the public employee collective bargaining law. Information sufficient for inclusion in his study was obtained from 14 states and New York City.

After analysis of the data Dunham concluded that (1) Three of four states that had used factfinding for six or more years had the highest incidence of strikes (2) compulsory arbitration was utilized more often than factfinding as the final step of impasse (3) strikes seem to occur less frequently when compulsory arbitration rather than factfinding is the final step in impasse and (4) strikes occur approximately five times as often if they are legal than if they are illegal.

Feuille (1977) in his studies on the effectiveness of the compulsory arbitration experience of police and

firefighters in Eugene, Oregon for the years 1971-76 concluded that in Eugene unions and management operating under a compulsory arbitration procedure can reduce their use of the procedure as they become familiar with it. Feuille examined the 12 sets of negotiations under the compulsory arbitration procedure during the five years investigated. In nine cases the parties were able to reach their own agreement on all issues while in two other cases the parties decreased reliance on all items with only one issue being taken to arbitration in each case. Feuille noted that in the last six negotiations no arbitration awards were issued (three in 1974-75 and three in 1975-76) with the parties reaching an agreement on their own without the help of a neutral third party. Feuille suggests that over time the compulsory arbitration procedure has become more rather than less effective in preserving the parties' incentives to reach their own agreements. It may be difficult to pinpoint the precise reasons for this phenomena but the author notes some possible reasons as being: (1) Early union losses and the desire to avoid repetitions (2) The speedy arbitration time table (3) The total package selection requirement (4) The absence of impasse steps between negotiations and arbitration (5) Arbitrator encouragement of negotiations after the procedure has been invoked and (6) An early final-offer submission

deadline (five days prior to the arbitration process).

Gallagher and Pegnetter (1979) in their research evaluated the effectiveness of impasse procedures by examining data from the Iowa Public Employment Relations Act, a three step statutory procedure which uses mediation, factfinding and arbitration on an issue by issue basis.

During its first year in use 74% of all public employee contracts were under the new three step procedure. All remaining contracts from that time period were to be decided upon by the parties, with the parties using a mutually agreed upon impasse procedure other than the process required under the new statute.

To measure effectiveness of the three step process the authors first examined the number of impasses settled at each step of the procedure. Their results show a strong "filtering effect" as the level of uncertainty and the neutral's power increased. During the first year 154 (61.4%) negotiations utilized mediation, 113 (73.4%) of those impasses were settled and 41 proceeded to factfinding. Thirty-two of the remaining impasses (20.8%) were resolved in factfinding and only nine (5.8%) proceeded onto arbitration. Those nine arbitration cases represented only 3.6% of all contract negotiations during the statute's first year. In the law's second year in use 44.7% of the

negotiations requested mediation with 8.8% of the impasses reaching the final step of arbitration. Again, less than 4% (3.9%) of all contract negotiations ended in arbitration.

These percentages for arbitration usage are low when compared with other states in which the percentage of negotiations going to arbitration ranged from 10.4% in Wisconsin (1973-74), to 16.3% in Michigan (1973-76), to 30.1% in Pennsylvania (1969-74) and finally 55% in city government in Eugene, Oregon. Although these percentages are higher than those in Iowa it should be noted that the previous data requires careful interpretation due to statutory differences in the states and municipalities mentioned.

Gallagher and Pegnetter did deduce that a large difference in the propensity to use arbitration appears to be related to the factfinding step. If the parties negotiated an independent procedure in which the factfinding step was eliminated, the tendency for the bargaining relationship to use arbitration increased tremendously. They also found that there was a significant difference in the number of issues taken to arbitration after factfinding (3.9 issues) when compared with the number of issues taken to arbitration when factfinding was not included in the procedure (6.2 issues).

During the first two years of negotiations 13.95% of the parties utilized arbitration when factfinding was eliminated while 3.8% used arbitration under the statutory procedure when factfinding was the second step in the three tier process. This was found to be very high with county and state units in which 47.7% went to arbitration when factfinding was eliminated while only 3.9% of the county and state units utilized arbitration when factfinding was retained. This may be an indication that the parties are unwilling to forego the costs of arbitration when in all probability the arbitrator will choose the factfinder's recommendation, a viable deduction since in this study the factfinder recommendation served in part as a basis for settlements in 54% of all issues brought to arbitration.

The authors' findings also indicate that: (1) The procedure generally increases pressure on the parties to settle (2) Reliance on the procedure does not seem too high and (3) Factfinding reduces the number of issues taken to arbitration.

Gallagher and Chaubey (1982) also investigated the impasse procedure used under the Iowa Public Employment Relations Act, examining its first five years (1975-76 through 1979-80) of use. Their analyses focused on determining if bargaining representatives employ different post-factfinding position modification

strategies in accordance with the factfinder's recommendations.

Their sample included 271 disputes (school and municipal and county governments) which utilized mediation and factfinding. Eighty-five or 31% of the disputes, representing 5% of all contract negotiations during that period, advanced to compulsory arbitration. Due to an absence of the factfinder's or arbitrator's report 76 of the 85 cases, or 89% of the case population was used in the study. Of these parties seven had gone to arbitration at least twice during the five year period examined.

In the 76 cases examined 257 issues (3.4 per case average) were arbitrated. Neither party modified their position on 64.2% of the issues and for 34.6% of the issues a compromise settlement was recommended. Those compromises in turn constituted the largest portion of recommendations within cases.

Joint position modification was found to be substantially higher in single issue cases than in multiple issue cases. These findings relate to the expectation that position modification is associated with compromise recommendations. This is in line with Long and Feuille's (1974) observation that disputed issues of an "either-or" variety effect the extent of the parties' position modification. It is interesting

to note that when a party submitted a final offer identical to the factfinder recommendations that position had a very high probability of being selected by the arbitrator.

In their conclusions Gallagher and Chaubey found that: (1) Parties advancing their disputes from factfinding to arbitration engage in only limited position modification between the two steps and (2) Arbitrators are likely to reaffirm the impasse resolutions recommended by the factfinder. The authors also point out some key liabilities of the Iowa procedure that were evidenced by their findings. (1) That parties' behaviors may be influenced by the perceived predictability of the arbitrator's awards given the factfinder recommendations; (2) parties' strategies in submitting final offers may differ depending on the importance of the issues; (3) there is a reluctance on the part of the arbitrator to override the factfinder's recommendations; and, (4) shifts occur in the locus of decision making from the arbitration to the factfinding step.

The Use of Compulsory Arbitration as an Incentive to Bargain

Stern, Rehmus, Lowenberg, Kasper and Dennis (1975)

and Gallagher (1978) are a few who maintain that the primary rationale behind compulsory arbitration is one in which the parties are afraid to lose completely and therefore are compelled to give a more reasonable proposal for consideration. Stern et al. (1975) support the premise that compulsory arbitration exerts a centripetal force on the parties to move toward a center ground. They go on to state that:

One of the claimed advantages of final-offer-by package [compulsory] arbitration over conventional arbitration is that the parties know that they may be penalized heavily if they do not formulate realistic positions.

Theoretically, the parties will reach settlements more often under such a system and in cases where agreement is not reached, they will be closer together so that the arbitrator will have less room for error (p. 184).

Gallagher (1978) initiated research that examined the first two years (1975-77) of impasse procedures under the Iowa Public Employment Relations Act. The two questions he explored were (1) Whether including the factfinder report at arbitration encourages the union and the employer to move closer to the factfinder's recommendation when proceeding from factfinding to compulsory arbitration and (2) to what extent and under

what conditions are arbitrators in Iowa public sector disputes likely to select the factfinder's recommendations from among the three alternative positions available: (1) employer offer (2) union offer and (3) factfinder recommendation?

During the first two years under the Iowa statute 96 negotiations utilized factfinding. Sixty-nine impasses were resolved in factfinding while 27 proceeded to arbitration. The data utilized in Gallagher's study involved 25 of the 27 cases (2 were excluded because of an absent or unclear report) that went to arbitration. The 25 cases examined included 12 cases dealing with municipal services, 10 educational disputes and one county labor-management dispute.

The 25 cases covered a total of 77 issues in dispute. Of the 77 issues that advanced from factfinding to arbitration the factfinder recommended accepting either the union (15) or the employer's (29) position for a total of 44 issues. In the 33 remaining issues the factfinder encouraged settlement with a position different from those presented by either the union or employer at factfinding.

Those 33 issues were analyzed to determine the impact of the factfinder's recommendation on the propensity of the union and employer to modify their positions before arbitration. Gallagher found that

arbitrators have a strong tendency to accept the factfinder's recommendations. The following trends were also found to exist: (1) there is a tendency for arbitrators to select factfinder's recommendations that for most issues lie somewhere between the union's and the employer's final offers; (2) the arbitrators show a tendency to accept the final offers of the party whose factfinding position received the factfinder's endorsement; and, (3) in multiple issue cases arbitrators generally selected those positions that lie closest to the factfinder's recommendation.

The findings also show that factfinding reports included both unilateral and bilateral movement by the parties except in cases where the factfinder is in agreement with one of the parties, in which case there was limited movement in either parties' bargaining position.

Weitzman and Stochaj's (1980) research analyzed the results of a survey regarding New Jersey's Chapter 85 of the Public Laws of 1977, commonly known as the Fire and Police Arbitration Act. Their survey was submitted to 18 members of an appointed arbitration panel who had heard a majority of the dispute cases occurring during the first two years under the Act. Sixteen of those arbitrators were eventually interviewed.

The authors first looked at the usage rates of

various impasse procedures under the new statute noting that in fiscal year 1978 there were 210 petitions to initiate compulsory arbitration with the arbitrator making the final economic decision in 67 cases. The decisions were in favor of the union 41 times and the employer 26 times. In fiscal year 1979 there was a slight increase and 221 petitions for arbitration were filed. During 1979 the arbitrator decided in favor of the union 15 times and the employer 18 times with additional cases pending, a situation that made it impossible to make any ratio comparisons between bargaining parties for the two years studied.

The second section of the survey included subsections of questions covering areas such as knowledge, preparation and representation of the parties, and certain criteria that arbitrators rely upon when rendering their decisions. The following trends were evidenced in the survey responses. (1) Arbitrators felt that the parties awareness of the arbitration process varies from "little" to "well informed" with awareness improving for both parties in the second year (2) In every case, arbitrators attempted to mediate disputes between parties. Parties reached an agreement in 1/3 of the cases and the mediation/arbitration approach resolved some of the issues at impasse in the remaining cases (3) Three-fourths of those surveyed felt

that comparability with similar bargaining groups was the major criteria used to decide cases (4) Two-thirds of the respondents preferred conventional arbitration over compulsory arbitration because it gave the neutral third party more discretion and the ability to compromise differences and (5) Most arbitrators still note to date that compulsory arbitration as compared with conventional arbitration can increase the probability of reaching negotiated settlements by exerting a centripetal force on the parties to move toward a center ground, an observation confirmed by others (Stern et al., 1975; Holden, 1976; Compton-Forbes, 1984).

Bacharach and Lawler's (1981) behavioral theory of bargaining, a dependence theory with a central dimension of power, was used to derive certain hypotheses about the impact of strikes and compulsory arbitration on teacher salaries (Delaney, 1983). Delaney's analysis of arbitration and strike use included all Illinois and Iowa (K-12) school districts who negotiated collective bargaining agreements in 1978-79, 1979-80, and 1980-81. In order to test comprehensive availability the sample also included data on 770 full time public school teachers taken from the Current Population Survey's (CPS) May 1979 data tape.

Generally, the collective bargaining literature has

shown that in the area of arbitration usage results in awards have been very similar to the terms of the negotiated agreement (Anderson, 1979; Bloom, 1981). The author also cites previous studies by Stern et al. (1975) and Delaney and Feuille (1982) on the impact of compulsory arbitration in bargaining outcomes, both of which indicate that the availability of arbitration positively affects wages. These findings coincide with similar outcomes demonstrated in regard to non wage bargaining outcomes that are noted by Kochan and Wheeler (1975).

Final results of Delaney's study show that the availability of compulsory arbitration appears to increase teacher salaries by approximately 10% while the use of compulsory arbitration in Iowa had no effect on teacher salaries. It was also found that the availability of the right to strike raises teacher salaries by approximately 9% while the use of the strike by Illinois public school teachers positively affects their subsequent salaries.

These results tend to suggest that strike use affects teacher salaries but that arbitration use does not. However, availability of both arbitration and the legal or de facto right to strike has similar effects on salary levels, increasing them by approximately 10%.

Olson (1980) in his analysis of the effects on

firefighters' wages under different impasse procedures (factfinding and compulsory arbitration) observed positive effects in relation to salaries when compulsory arbitration was used. In his examination of 72 cities with populations of 100,000 or more, initial regression results indicated positive effects under compulsory arbitration in respect to firefighters' wages. This varied over time (a six year period) with the impact of arbitration emerging as a variable ranging from generally insignificant for the 1972-74 period to as high as 6% for some cases in 1975-76. Accordingly, if a statute were enacted in 1972, by 1977 wages would be 3.12% to 6.54% higher than they would have been were it not for the legislation. Olsen found these results to be larger than estimates by Stern et al. (1975) and Kochan et al. (1977) in which wages were examined immediately following the passage of compulsory arbitration laws. He attributes this to the fact that the full impact of compulsory arbitration legislation, in relation to contract terms, may not be realized until years after the law has been enacted.

In findings contrary to Delaney's and Olson's Lowenberg (1971) in an examination of arbitration availability and wages compared policemen's wages in New York, Ohio and Pennsylvania over a six year period. Of the three states, only Pennsylvania made arbitration

available to resolve negotiation impasses. Despite this fact, the level of police wages in Pennsylvania several years after the introduction of compulsory arbitration remained generally lower than the salaries of police in municipalities of comparable demographic characteristics in neighboring states.

Farber and Katz's (1979) research develops a model of bargaining in the presence of an arbitration procedure which examines the implications of that model for the usage rates of the arbitration procedure.

The authors initially point out that the major source of leverage in arbitration is derived from the uncertainty of the parties regarding the behavior of the arbitrator. The model which they developed utilized the construct of maximization of the expected behavior by agents in the presence of uncertainty. This construct is based upon the risk preferences of the parties. The framework for the model was introduced by von Neumann and Morgenstern and has become a part of standard economic analysis (Luce and Raiffa, 1957). In essence, if the parties are risk adverse they would be willing to settle for less than the expected arbitration award. Alternatively, if the parties enjoy risk they must be paid a premium in order to be discouraged from "enjoying" the risk of the arbitration process.

The model seeks to determine if there is a

"contract zone" (area in which any settlement is considered by both parties to be preferable to arbitration) defined by the risk preferences of the parties and the expectations of the parties concerning the arbitrator's behavior. The authors found almost a total absence of empirical evidence in collective bargaining literature concerning the risk preferences of the parties in a collective bargaining situation. However, they do believe that the union is likely to have more of an aversion to risk than the employer. Their reason being that since wages are probably the primary source of income for union members, the loss of that primary income source could result in severe consequences to those union members. In the context of this particular model, it is therefore likely that the union is more risk adverse than is the public sector employer.

A major implication with the model is that the presence of any arbitration procedure determines the environment within which the parties negotiate, and consequently, directly affects the terms of the agreement. The difference between arbitrated and negotiated settlements, while not a function of the average arbitration award, was found to be related to the risk preferences and bargaining power of the parties involved and also as a result of the uncertainty of the

arbitrator's actions.

Farber and Katz did make some other conclusions about their model, the first being that uncertainty about the arbitration award will create a range of potential negotiated settlements only if risk aversion dominates. Secondly, as parties become familiar with arbitrators and the arbitration procedure the uncertainty of the arbitration procedure will be reduced. Thirdly, to the degree that arbitrators rely on the results of the factfinder in making awards the factfinding recommendation will provide information to the parties concerning the arbitrator's behavior, an observation also confirmed by Gallagher (1978) and Gallagher and Chaubey (1982).

Canada's Public Service Staff Relations Act (PSSRA) covering all federal employees has also appeared to serve as an incentive to bargain since its inception in 1967. Prior to the first round of negotiations under Canada's new act, bargaining agents for 101 units covering 160,000 employees opted for the arbitration procedure. For those employees who were subject to arbitration, 94 agreements were negotiated without reference to arbitration. Out of the six disputes referred to arbitration, three were settled before the hearing commenced, one was settled just after the hearing began and arbitration awards were issued for the

two remaining disputes (Finkleman, 1971). Obviously, the availability of arbitration did not destroy collective bargaining in its first round in Canada's public sector. In addition, Canadian federal employees who are dissatisfied with the results of the arbitration process can always switch to the conciliation procedure. This ultimately allows them to strike, an alternative unavailable to public employees who are subject to compulsory arbitration procedures in the United States.

The Narcotic and "Chilling" Effect of Compulsory Arbitration

Another concern which may result when using compulsory arbitration is the development of a narcotic effect of its usage. The narcotic effect occurs when after an initial experience with arbitration, a growing reliance on the arbitration procedure ensues, and the parties continue to initiate the use of arbitration in subsequent collective bargaining proceedings rather than attempting to reach a settlement on their own. This narcotic effect is often said to generate a chilling effect on the negotiations process, causing parties to allow a neutral third party to make their bargaining decisions for them.

Stern (1974) in viewing Wisconsin's record found that such a narcotic effect did not result in Wisconsin

where the parties tended to settle disputes by themselves rather than abdicate the responsibility to others. In about 2/3 of the 173 negotiations for the year 1973, the parties reached agreement without any third party assistance. Mediation took place in the remaining 1/3 of contract negotiations with 3/4 of those mediated disputes being resolved. In only 9% of the 173 negotiations were arbitral awards issued. Results similar to those found in 1973 were also recorded for Wisconsin's negotiation agreements in 1974.

The Wisconsin record tends to refute the statement made by Willard Wertz at the 1963 meeting of the National Academy of Arbitrators in Chicago during which he stated that:

Experience --- particularly the War Labor Board experience during the 40's --- shows that a statutory requirement that labor disputes be submitted to arbitration has a narcotic effect on private bargainers, that they turn to it as an easy --- and habit forming --- release from the obligation of hard, responsible bargaining.

Lipsky and Drotning (1977) in their findings from research on the narcotic effect of compulsory arbitration in New York came to a different conclusion. They examined the use of various impasse procedures utilized by teacher associations and school districts in

New York during the first five years (1968-72) of New York's Taylor Law. The authors examined whether a narcotic effect was evident during the time in question and to what extent salary settlements differed from settlements that would have been expected in the absence of the impasse procedures mandated under the Taylor Law.

The study sample included only districts that actually engaged in negotiations in any of the years 1968-72. The number of districts negotiating varied in number from a low of 597 in 1971 to a high of 706 in 1968. In absolute terms the number of districts at impasse increased from 172 in 1968 to 358 in 1972. The authors' data shows that by 1972 only 44% of the teacher units in New York State were able to reach agreement on contract terms without third party intervention.

In examining the level of impasse at which settlements were made it is noted that over time factfinders settled more and more teacher cases by means of mediation, rather than by issuing a formal factfinding report.

In examining if a narcotic effect resulted, the authors show that during the 1968-72 period 154 (22.3%) of the districts never had an impasse, 51 (7.3%) went to impasse every year and 42% went to impasse half of the time. These statistics demonstrate that a significant proportion of New York teacher bargaining units went to

impasse during the 1968-72 period.

The authors also applied multivariate analysis to the data and through the use of regression and discriminant analysis tried to answer the question; What were the most important factors leading to the declaration of an impasse? They found unambiguous evidence that the most important determinant of an impasse in a district in one year was the existence of an impasse in the district in the preceding year. About 30% of the variance in any one year's impasse experience could be explained by the previous year's impasse experience. No other economic or environmental factor tested came close to this level of explanatory power. In fact, most independent variables tested were insignificant. The authors felt that this provided the clearest evidence of a narcotic effect with New York teacher bargaining units.

Lipsky and Drotning also examined the impact of the impasse procedure on salary levels. Their model shows the regression coefficient for the various impasse steps when three different salary points from teacher salary schedules were used as dependent variables. The following trends were apparent: (1) the use of impasse procedures generally had an insignificant effect on the base level of salaries; (2) use of the impasse procedures had a small or insignificant effect on the

base level of the two higher salary points in the first year (1968) of the Taylor Law; (3) in 1969, 1970 and somewhat in 1971, teachers gained significantly higher salaries at the two higher salary points when using an impasse procedure; and, (4) teachers who used the strike gained less than their colleagues who settled their contract differences in mediation, factfinding or higher impasse steps.

A study by Wheeler (1978) which introduced a set of measures of compromise activity in bargaining, was conducted to measure the occurrence of any chilling in the collective bargaining process for firefighters. The analysis was to determine whether compulsory arbitration has a chilling effect on bargaining by comparing the amount of compromise activity or movement which takes place in the presence v. absence of a compulsory arbitration law.

The sample for his original study in 1972 included 370 cities which bargain collectively with the International Association of Fire Fighters (IAFF). Questionnaires were sent to individuals identified as negotiators for IAFF locals or city management. Only responses which involved the use of an impasse resolution procedure were used with the sample including 140 (37%) of the original 370 cities. Since wages were the basic issue in nearly all negotiations the author

felt that if a chilling effect was to be found it was likely to appear in respect to wages. Therefore, data was collected in relation to wage demands and offers in the negotiation process. To analyze the data a series of measures of compromise activity (movement by the parties) was constructed. Less movement by the parties in the presence of a compulsory arbitration law is viewed of as being supportive of the argument that compulsory arbitration chills bargaining. The measures of movement in bargaining from opening position to impasse position, using the issue of wages, were constructed as follows:

Management Movement to Impasse Offer:

Management Impasse Offer - Management Opening Offer

Existing Wage X 100

Union Movement to Impasse Demand:

Union Opening Demand - Union Impasse Demand

Existing Wage X 100

The measure of the gap between the union impasse demand and the management impasse offer were constructed as follows with a high score on either of the last two measures indicating a low amount of compromise activity:

Gap:

Union Impasse Demand - Management Impasse Offer

Gap as Percentage of Existing Wage:

Union Impasse Demand - Management Impasse Offer

Existing Wage

X 100

The author proceeded to compare behavior under both factfinding and compulsory arbitration since factfinding is not a binding procedure while arbitration is, using a t test to measure movement. Therefore, if the chilling effect does exist it would be greater under compulsory arbitration than under factfinding which does not bind the parties.

The findings exhibit significantly less movement by management from opening offer to impasse under compulsory arbitration than under factfinding with union movement being insignificant under these two conditions of impasse. When the gap between union and management positions was measured both in dollar terms and as a percentage of the existing wage, it appeared that less movement occurred in the presence of compulsory arbitration than in the presence of factfinding. The data provides some evidence that compulsory arbitration does have a chilling effect on public sector collective bargaining with firefighters. This was most evident when viewing management bargainers who had a reluctance to change position on the starting wage in cases where a compulsory arbitration law existed. Some kind of chilling is also suggested by the data which shows that the gap remaining between parties' impasse positions was

greater under compulsory arbitration than under factfinding.

Gallagher and Pegnetter (1979) also make reference to criticisms of statutes such as Iowa's in which mandatory arbitration procedures are believed to "chill" the bargaining process. Under the Iowa plan the authors found that 25% of the bargaining relationships that used factfinding in round one and then negotiated went onto use factfinding again in the second round of bargaining. It was noted that none of the bargaining relationships that used arbitration in the first round repeated arbitration in the second round while seven of the nine bargaining units that used all three steps in round one settled in round two without an impasse or at the mediation stage. These findings also refute the premise that compulsory arbitration "chills" bargaining and creates a narcotic effect on the usage of arbitration to settle future impasses.

Mann (1981) also notes that in Connecticut during the first year of the new law providing for compulsory arbitration, 50% of the impasses went to arbitration but that by 1981-82 fewer than 30% took a similar route, showing a significant decline as opposed to an increase or narcotic effect in arbitration usage.

Compulsory Arbitration as a Deterrent to the Strike

In recent years public labor union officials have feared public repercussions against strikes. As the toll of strikes has mounted, the public's willingness to resist unions and future strikes has been strengthened. The support President Reagan received for his stand against the air traffic controllers demonstrated evidence for such a backlash against unions. For that reason, unions have for the most part endorsed compulsory arbitration as a means of avoiding work stoppages while achieving bargaining goals (Johnson, 1983). These union officials have argued that compulsory arbitration is a viable quid-pro-quo for foregoing the strike option, an observation made by others (Anderson, 1969; McKelvey, 1969; Lowenberg, 1971; Greer, 1978).

Lowenberg (1971) reports that preliminary assessment on the use of compulsory arbitration as a substitute for the strike has been favorable as far as the absence of strikes is concerned. In Pennsylvania, Lowenberg found that under Act 111 of 1968 for firefighters and police there were at least 66 arbitration awards during its first year in use. He also found that the availability of compulsory arbitration did not terminate collective bargaining among police and firefighters as 2/3 (133 of 198) of the

municipalities discussed in his article arrived at a negotiated settlement. In addition, there were no strikes by police and firefighters during that time.

West (1980) found that in Wisconsin settlements have been reached more quickly and with better results since the state adopted Senate Bill 15 (SB 15) giving teachers the use of compulsory arbitration to settle the terms of a contract. He notes that in Wisconsin there were no illegal strikes in units of 500 teachers or less since the passage of SB 15. Murphy, Fleming and Broeniman (1980) concur stating that Senate Bill 15, which provides for compulsory arbitration has balanced the relative power of [school] boards and [teacher] associations by virtually eliminating teacher strikes in Wisconsin.

In other parts of the country compulsory arbitration statutes which effect public education have also been viewed of as a deterrent to the strike. Mann (1981) in reference to Connecticut, feels that the laws mandating mediation and compulsory arbitration in the revised statute of 1979 may go a long way toward improving the working relationship between teacher bargaining units and Boards of Education in the state. This revision in the law is said to have had its roots in the Bridgeport, Connecticut teachers' strike of 1978 during which a judge levied a \$194,000 fine on the

strikers and sent 274 teachers to jail -- the largest number of public employees in American history to go to jail. The National Education Association's (NEA) general counsel, Robert Chanin, in reference to the Bridgeport strike relayed that "if the courts become hostile toward teacher strikes, binding interest arbitration [compulsory arbitration] is likely to emerge as an alternative to collective bargaining."

Summary

America's experience with compulsory arbitration in the public sector has been limited when comparing it to that of the private sector or nations such as Australia and Canada. Although compulsory arbitration is in its infancy stage in the United States it has already made dramatic inroads in the vital services and more recently in the realm of public education.

Proponents of compulsory arbitration view the process as a viable means of settling interest disputes while continuing to maintain public welfare as a top priority. It has worked well as a deterrent to the strike, especially in states where police and firefighters are prevented from withholding services which provide for the health and safety of the public.

Conversely, it has been looked at as being

detrimental to the collective bargaining process by those individuals who do not view compulsory arbitration as an acceptable means for settling interest disputes. Adversaries of compulsory arbitration feel that it breaks down the bargaining process and is a "scapegoat" for parties who are unwilling to sit down and bargain.

Regardless of how it has been viewed, compulsory arbitration is rapidly becoming an accepted part of public sector collective bargaining in the United States. Prior research in the area has noted both the positive and negative aspects of its use and availability under the law, while a recent upsurge in research on the subject has demonstrated the necessity to know even more about compulsory arbitration.

A review of the literature demonstrates that presently there is a need for further research in the area of compulsory arbitration for public school teachers. Only within the last 10 years has it emerged as an area of impasse dispute resolution available to the country's teaching workforce. Studies such as this one will provide the information needed to adequately analyze the advantages and disadvantages of using compulsory arbitration as a means of settling impasse disputes in the years to come.

Finally, as more and more states examine the possibilities of including compulsory arbitration in the

revision or development of collective bargaining legislation, it will be necessary to acknowledge the greater role that it will be playing in the future of collective bargaining for America's public school teachers.

Chapter 3
The History of Collective Bargaining Legislation
in Connecticut

Initial development for the future of collective bargaining legislation for public school teachers in the state of Connecticut was realized in 1951 when the Connecticut Supreme Court of Errors in Norwalk Teachers' Association v. Board of Education [138 Conn. 269, 83 A2d 482 (1951)] held that teachers had the right to organize and bargain over pay and working conditions with their board of education (Id. at 277, 83 a.2d at 486).

Connecticut's collective bargaining legislation for public school teachers has come a long way since that initial decision in Norwalk. Today, Connecticut has one of the most comprehensive collective bargaining laws in education, and may be a forerunner of what is to come in other states that are in the process of adopting or changing collective bargaining legislation for public school teachers.

Following the Norwalk decision, Connecticut's Commissioner of Education appointed a committee to

examine the working relationship between teacher organizations and boards of education in the state. Their final report, Bulletin 85 (Connecticut State Board of Education, Principles and Procedures in Working Relations of Boards of Education and Teacher Organizations) was adopted in 1957. Bulletin 85, with some revisions, provided the background for teacher/board bargaining in Connecticut until 1965. During that time period Connecticut's General Assembly also adopted its first statute which dealt with the collective bargaining process for public school teachers. Public Act 61 - 562 stated that: "Members of the teaching profession shall have the right to join or refuse to join any organization for professional or economic improvement without prejudice." (1961 Conn. Pub. Acts 562). This statute was the first in a line of legislation which would deal with boards of education and teacher negotiations in the state of Connecticut.

Over the years, a number of additional acts were adopted which further developed the collective bargaining structure for Connecticut's public school teachers. Public Act 65 - 298 provided for the designation of representatives to represent employees in negotiations, "with respect to salaries and other conditions of employment." (1965 Conn. Pub. Acts 298, ss 3). In 1967, Public Act 67 - 752 dealt with the

selection of exclusive bargaining representatives (1967 Conn. Pub. Acts 752, ss 1), while Public Act 69 - 811 gave the Commissioner of Education the power to certify or refuse to certify an exclusive bargaining representative [1969 Conn. Pub. Acts 811, ss 2 (d)]. This Act also provided for an arbitration panel of not less than ten or greater than twenty-five members to hear disputes.

Additional legislation occurred in 1975 when the General Assembly instructed the State Board of Education to prepare a set of guidelines to cover good faith bargaining, fair labor practices and conditions of employment [1975 Conn. Acts 9 (Spec. Sess.)].

In 1976, Public Act 76 - 403 provided for various other amendments. One specifically mandated a strict timetable for the commencing and progression of negotiations, stating that negotiations were to begin "no fewer than one hundred eighty days prior to the board of education's budget submission date." A second provided standards of practices that were prohibited for both boards of education and employee organizations (Id. ss 5).

The year 1979 brought two major legislative dictates that would further affect teacher bargaining in the state. One, Public Act 79 - 422, permitted the negotiation of the inclusion of an agency fee provision

into collective bargaining agreements [1979 Conn. Acts 422 (Reg. Sess.)]. The second, Public Act 79 - 405, which this study deals with in detail, provided that, if parties were unable to resolve contract disputes, arbitration of those disputes, on an issue by issue basis would become final and binding instead of advisory [1979 Conn. Acts 405 (Reg. Sess.)]. (See Appendix A for complete proof).

Initially, the Act (Public Act 79 - 405) established an arbitration panel with fifteen members, five to represent the interests of the boards of education, five to represent the interests of the exclusive bargaining representatives of certified employees and five to represent the interests of the public in general. Boards of education and unions would nominate individuals to serve as advocate arbitrators for their respective parties and the State Board of Education would nominate arbitrators to represent the public interests. The governor would then appoint fifteen arbitrators whose term would be concurrent with the governor's. [1979 Conn. Acts 405, ss 1 (a) (3) (Reg. Sess.)]. Under this initial Act, parties could choose a single impartial arbitrator or a tripartite (three member) panel. [Id. ss 1 (c) (1)].

The arbitrator or tripartite panel was then to decide the issues in dispute on an issue by issue basis,

taking into consideration the last best offer of each of the bargaining parties [1979 Conn. Acts 405, ss 1 (c) (4) (Reg. Sess.)], while using the following six criteria to formulate decisions: (1) The negotiations between the parties prior to arbitration; (2) the public interest and the financial capability of the school district; (3) the interests and welfare of the employee group; (4) changes in the cost of living; (5) the existing conditions of employment of the employee group and those of similar groups; and, (6) the salaries, fringe benefits, and other conditions of employment prevailing in the state labor market [1979 Conn. Acts 405, ss 1 (c) (4) (Reg. Sess.)] in issuing their award.

Any stipulations previously agreed to were to be incorporated into the arbitration award, and the final binding award could not be rejected by the community's legislative body (board of finance).

Since that initial legislation in 1979, there have been some additional amendments to Public Act 79 - 405.

In 1983, there was an increase in the size of the arbitration panel from fifteen to twenty-one, giving each group seven members rather than five. [1983 Conn. Acts 72 ss 2 (c), (d) (Reg. Sess.)] This session also provided for a change in the mediation and arbitration timetables [Id. ss 5 (b), (c)]. Under the 1983 amendment, mediation would commence one hundred ten days

prior to budget submission and arbitration would commence eighty-five days prior to budget submission. This shortened the previous time periods by ten and five days respectively. Three other timeline changes occurred at this time. First, the time of the initial arbitration hearing is to take place between the seventh and fifteenth day following selection of the neutral arbitrator [Id. ss (c)]. The two other changes extended the length of the arbitration hearing period from twenty to twenty-five days, and the timeline for the issuance of a written award went from fifteen to twenty days. [Id. ss 5 (b), (c)].

Later, Public Act 83 - 342 provided for awarding reasonable attorney's fees, costs and legal interest on money withheld as a result of the arbitral decision [1983 Conn. Acts 342, subdiv. (7) ss (c)].

In 1984, Public Act 84 - 459 was amended to require that the written arbitral decision contain a narrative explaining the evaluation by the arbitrators of the evidence presented for each item upon which a decision was rendered. This narrative was to use the six criteria provided under Public Act 79 - 405 ss 1 (c) (4) (Reg. Sess.).

In 1985, there was once again a change in the number of members sitting on the arbitration panel. Public Act 85 - 343 increased the number of arbitrators

from twenty-one to twenty-three, with the additional members representing the public interests. Another change in the numbers was prompted in 1986 during a special session of the legislature, during which Public Act 86 - 1 increased the number of arbitrators representing the public interests from nine to fifteen [1986 Conn. Acts 1, ss (a) (Spec. Sess.)]. The amendment also substituted a panel of arbitrators submitted by the American Arbitration Association for a list of arbitrators submitted by the State Board of Education. Finally, it provided that the commissioner designate rather than the party arbitrators select the third impartial arbitrator.

The most recent amendments from the original Act of 1979 are found in Public Act 87 - 206 which again deals with a change in the number of panel members. Under the most recent amendment, there shall be not less than twenty-four nor more than twenty-nine persons serving on the arbitration board [1987 Conn. Acts 206, ss (1) (a)]. Seven will represent the interests of local and regional school boards, seven will represent the interests of the exclusive bargaining representatives of certified employees and not less than ten nor more than fifteen members shall be the impartial representatives of the interests of the public in general [Id. Sec. 1 (c)]. This amendment also provides that the list of names of

arbitrators for the public interest will now come from the list of names submitted by the State Board of Education [Id. Sec. 1 (3)]. Additionally, the third arbitrator on an arbitration panel is to be selected by the arbitrators for the other two parties, with failure to do so within five days resulting in the commissioner's choosing the third arbitrator [Id. Sect. 2 Sub. div. 1 ss (c)].

Today the legislation for mediation - arbitration in Connecticut is quite definitive. The numbers on the arbitration panel have changed during the years, but presently stand at twenty-four to twenty-nine, with seven arbitrators representing the interests of boards of education, seven representing the exclusive bargaining representatives of certified employees, and no less than ten nor more than fifteen representing the interests of the public in general [1987 Conn. Acts 206, ss (1) (a)]. Impartial representatives of the interests of the public in general shall be: Residents of the state of Connecticut, experienced in the public sector collective bargaining interest impasse resolution and selected for the panel of labor arbitrators submitted by the State Board of Education [Id. ss (1) (a)]. If any vacancy occurs on the panel, the governor shall act within forty days to fill such vacancy (Sect. 4 - 19). Additionally, persons serving on the panel shall serve

without compensation but shall receive a per diem fee [Id. ss (1) (c)].

When impasse in negotiations results, either party may submit issues in dispute to the commissioner for mediation if no agreement is reached one hundred ten days prior to the budget submission date [Id. ss (1) (b)]. Mediators are to be chosen from a panel of mediators selected by the State Board of Education or from outside such panel if mutually agreed by the parties [Id. ss (1) (b)]. Mediators receive a per diem rate and the parties share equally in the cost of mediation. The mediator shall not disclose confidential information in the course of mediation unless the party making such communication waives such privilege. The commissioner may recommend a basis for settlement but it is not binding on the parties and such recommendation shall be made twenty-five days after the day on which mediation begins [Id. ss (1) (b)].

On the fourth day next following the end of the mediation session or on the eighty-fifth day prior to the budget submission date, whichever is sooner, the commissioner shall order the parties to report their settlement or the name of the single arbitrator mutually selected by them or the name of the arbitrator selected by each of them. Arbitrators selected by the parties will then select a third arbitrator to represent the

public interests [1987 Conn. Acts 206, (1) (c)]. If the parties do not select a third arbitrator within five days after party arbitrators have been selected, the commissioner shall select the third arbitrator [Id. ss (1) (c)]. Whenever a panel of three arbitrators is selected, the chairperson of such panel shall be the representative of the public interests [Id. ss (c) (1)].

The chairperson or single arbitrator sets the date, time and place for the hearing to be held in the school district between the seventh and the fifteenth day, inclusive, giving written notice of that information to the parties in dispute at least five days prior to the hearing. At the hearing each party shall have full opportunity to submit all relevant evidence, introduce relevant documents and written material, and to argue on behalf of its positions [Id. ss (2)].

The hearing may be continued but in the event shall be concluded within twenty-five days after its commencement [Id. ss (3)] and a written decision shall be rendered within twenty days, signed by a majority of the arbitrators, including a narrative (written by the chairperson) explaining the evaluation by the arbitrators. One copy shall be filed with the commissioner, each town clerk in the school district involved, and the board of education and organization which are parties in dispute [Id. ss (4)].

The decision is final and binding and the written decision shall incorporate those items of agreement the parties have reached prior to its issuance. The arbitrator/arbitrators shall resolve separately each individual issue disputed by accepting the last best offer of either of the parties and the decision of the arbitrators or the single arbitrator shall not be subject to rejection by the legislative body of the local or regional school district or by referendum. The parties shall pay the fee of the arbitrator selected by or for them and share equally the fee of the third arbitrator or the single arbitrator and all other costs incidental to the arbitration [Id. ss (4)].

Decisions of the panel or single arbitrator are subject to judicial review upon the filing by a party to the arbitration within thirty days following receipt of a final decision to vacate or modify such decision in the superior court. The superior court after hearing may vacate or modify the decision if substantial rights of a party have been prejudiced because such a decision is: (A) In violation of constitutional or statutory provisions; (B) in excess of the statutory authority of the panel; (C) made upon unlawful procedure; (D) affected by other error of law; (E) clearly erroneous in view of the reliable, probative and substantial evidence on the whole record; or, (F) arbitrary or capricious or

characterized by abuse or discretion or clearly unwarranted exercise of discretion [Id. ss (7)].

Finally, under the current legislation the commissioner and the arbitrator/arbitrators shall have the same power and duties as the board under section 31 - 108 for the purposes of mediation or arbitration pursuant to section (7) (d), and subsection (c) of section 10 - 153d and provisions in section 31 - 108 with respect to procedure, jurisdiction of the superior court, witnesses and penalties shall apply.

CHAPTER 4

Research and Methodology

The following segment of the research will define the types of data that were collected and the procedures used to analyze the data. The first section of the analysis covered statistical questions pertaining to the first six years, 1979-80 through 1984-85, under Connecticut's compulsory arbitration statute for public school teachers [1979 Conn. Acts 405 (Reg. Sess.)]. The second section included questions that constituted the primary basis for interviews that were conducted with various individuals who were involved with the compulsory arbitration procedure in Connecticut.

The following research questions A through H, examined numerical data on the compulsory arbitration process from the state of Connecticut for the years 1979-80 through 1984-85. Numerical data was obtained from the Connecticut Department of Education by the researcher during trips to the Department in Hartford, Connecticut. (See Appendix B for complete proof). In reviewing each of the questions, information is provided on how and from what sources data was collected.

Information also includes the types of analyses that were performed on the data.

Research Hypothesis: That legislated compulsory (final-offer interest) arbitration fosters collective bargaining in public education.

Question A: Has there been a change in the number of times that parties have used compulsory arbitration to settle impasse disputes since the passage of legislation providing for compulsory arbitration?

Data on the number of times compulsory arbitration was utilized for the years 1979-80 through 1984-85 was obtained from the Connecticut Department of Education. The data was analyzed using a Chi square test for the six years being examined. The nonparametric Chi square test was chosen as the means of analysis for Question A because the procedure deals with frequency counts, in this instance the number of times compulsory arbitration was used for the years 1979-80 through 1984-85.

The null hypothesis for Question A states that, "There will be no significant difference in the number of times that compulsory arbitration was used during the 1979-80 through 1984-85 period." Level of significance was placed at the .05 level. If the level of significance exceeded .05 the null hypothesis was

rejected.

Results were also examined to determine if "chilling" of the bargaining process was evidenced by the parties' unwillingness to attempt bargaining and immediately initiate a request for compulsory arbitration.

Question B: Has there been a change in the number of collective bargaining agreements settled without the use of any impasse procedure since passage of legislation providing for compulsory arbitration?

Data on the number of collective bargaining agreements negotiated and the level of the process at which they were settled was obtained from the Connecticut Department of Education for the years 1979-80 through 1984-85.

A Chi square was conducted on this data for each of the six years analyzed. This data also interrelated with Question A in attempting to determine if reliance on the compulsory arbitration procedure grew, remained constant or lessened over time.

The null hypothesis for Question B states that, "There will be no significant difference in the number of times that contracts were settled without the use of an impasse procedure during the 1979-80 through 1984-85 period." Level of significance was placed at the .05

level. A significance exceeding the .05 level resulted in a rejection of the null hypothesis.

Question C: Has there been a change in the average number of issues taken to arbitration from one year to the next since the passage of legislation providing for compulsory arbitration?

Data on the number of issues taken to impasse in each compulsory arbitration procedure was obtained for the years 1979-80 through 1984-85 from the Connecticut Department of Education.

A t test was performed on the data concerning the average number of issues taken to arbitration to determine the frequency of reliance on the process. The null hypothesis for Question C states that, "There will be no significant difference in the average number of issues taken to impasse for the years 1979-80 through 1984-85." The level of significance was set at .05. A significance greater than .05 resulted in rejection of the null hypothesis.

Question D: Have more negotiation impasses been settled at the preliminary step in the impasse procedure (mediation), rather than continuing to compulsory arbitration since passage of legislation providing for compulsory arbitration?

Statistical data on the number of times mediation resulted in the settlement of impasse disputes was obtained from the Connecticut Department of Education for the years 1979-80 through 1984-85.

A Chi square test was performed on the data to determine if any significant differences could be determined when examining the use of mediation or arbitration as the final step in the impasse procedure.

The null hypothesis for Question D stated that, "There is no significant difference in the number of impasses being settled at the preliminary step of mediation in the impasse procedure." The level of significance was set at .05 and the null hypothesis was rejected if the level of significance exceeded .05.

Question E: Can a pattern be determined in the usage rates of compulsory arbitration over the first six years following the statute's enactment?

Data for the usage rates of compulsory arbitration for Connecticut's public school teachers was obtained from the Connecticut Department of Education for the years 1979-80 through 1984-85. In comparing the statistics for each proceeding year, the data was examined to determine if a trend appeared to be developing over the years of compulsory arbitration's usage in Connecticut's public education sector. In

determining whether any trends had developed with compulsory arbitration's usage, the data attempted to ascertain if a narcotic effect was evidenced by the use of compulsory arbitration over the six year period.

Question F: Is one type of issue taken to compulsory arbitration more often than any other?

Data for the type of issue taken to compulsory arbitration was obtained from arbitration awards that were on file at the Connecticut Department of Education for the 1979-80 through 1984-85 period. Categories of issues for arbitration were:

1. Salary
2. Salary scale
3. Medical insurance
4. Dental insurance
5. Life insurance
6. Extracurricular
7. Athletic
8. Severance pay
9. Department head/coordinator
10. Summer school/homebound
11. Early retirement
12. Longevity
13. Assignments/transfers
14. Evaluations

15. Workday/year
16. Class size
17. Leaves
18. Reduction/recall
19. Curriculum
20. Duration
21. Dues deduction
22. Grievance
23. Miscellaneous

Initially an analysis of variance was conducted to determine if any statistically significant differences occurred. When a difference occurred, the post hoc Least Significant Difference (LSD) test was performed to determine between what areas the differences occurred. The null hypothesis for Question F was that, "There is no significant difference in the area of issue being arbitrated for the years 1979-80 through 1984-85." Level of significance was placed at the .05 level. Significance exceeding the .05 level resulted in rejection of the null hypothesis.

Question G: Did arbitrators rule for the board or the association's position more often in compulsory arbitration decisions over the six year period following enactment of legislation providing for compulsory arbitration?

Data for the years 1979-80 through 1984-85 was obtained from the Connecticut Department of Education. A t test was performed on the data for each of the six years analyzed and also for the six year period in total.

The null hypothesis for Question G states that, "There is no significant difference in the number of times an arbitrator(s) decided in favor of a particular party in compulsory arbitration decisions during the 1979-80 through 1984-85 period." Level of significance was placed at the .05 level with a significance above the .05 level resulting in rejection of the null hypothesis.

Question H: Is the category of the issue of impasse independent of the arbitrator's deciding in favor of management or the union?

Data for the arbitral decision and category of issue for arbitration was obtained from the Connecticut Department of Education for the years 1979-80 through 1984-85. An analysis of variance was performed on the data to determine if the area of issue for arbitration correlated with the party in whose favor the arbitrator decided. An analysis of variance was used to determine if the category of issue differed significantly in arbitral decisions and whether the categories interacted

significantly with one another. When a difference was found, the Least Significant Difference (LSD) post hoc test was performed to determine where the differences occurred.

The null hypothesis for Question H stated that, "The category of the issue of impasse is not significant in relation to the party in whose favor the arbitrator decides." The level of significance was set at the .05 level. A significance greater than .05 resulted in rejection of the null hypothesis.

A second set of research questions concentrated on how the arbitration procedure was perceived by those individuals involved with the process for public school teachers in Connecticut.

Questions were answered through responses to interviews which were conducted as the second part of this research.

Question I: Has the Connecticut Education Association shown satisfaction with the use of compulsory arbitration for the resolution of interest disputes for public school teachers in Connecticut by continuing to support legislation for compulsory arbitration?

Question J: Has the Connecticut Department of Education shown satisfaction with the use of compulsory arbitration for the resolution of interest disputes for

public school teachers in Connecticut by continuing to support legislation for compulsory arbitration?

Question K: Has the Connecticut School Board Association shown satisfaction with the use of compulsory arbitration for the resolution of interest disputes for public school teachers in Connecticut by continuing to support legislation for compulsory arbitration?

Question L: Has the American Federation of Teachers shown satisfaction with the use of compulsory arbitration for the resolution of interest disputes for public school teachers in Connecticut by continuing to support legislation for compulsory arbitration?

Question M: Have members of the arbitration panel shown satisfaction with the use of compulsory arbitration for the resolution of interest disputes for public school teachers in Connecticut by continuing to support legislation for compulsory arbitration?

Question N: Have any of the groups in Questions I through M shown any dissatisfaction with the legislation for compulsory arbitration for public school teachers in Connecticut?

1. What are the factors causing the dissatisfaction?

2. What recommendations or amendments would they support?

A set of eight interview questions were utilized to answer Questions I through N. The questions were aimed at determining an individual's perception of the compulsory arbitration procedure including satisfaction or dissatisfaction with the procedure in Connecticut, the reasons for this satisfaction or dissatisfaction and recommendations or amendments that the individual made concerning the compulsory arbitration legislation.

The questions were presented to the individuals through telephone interviews. The questions were incorporated into an interview guide. The guide had each question printed in it, along with sufficient space for the interviewer to write down the responses of each subject.

The format for the interview was semi structured. First, questions that were structured were presented to the subject. These questions were followed by open-ended questions which allowed the subject to elaborate on his or her responses.

Although individuals being interviewed were familiar with the compulsory arbitration process, questions did not include jargon or technical terms that might be unfamiliar or cloud the subject's responses in any way. Questions did not include negative wording to avoid misinterpretation of the questions and leading or biased questions were avoided so that subjects were not

given hints as to how the researcher might prefer they answer.

Copies of the aforementioned questions were sent to the subjects prior to the interview so that they had sufficient time to review the questions. This was also done so that any additional responses to the interview questions could be forwarded to the researcher by the subjects.

Prior to the actual interviewing, the researcher conducted a piloting of the interview questions with individuals from Pennsylvania who were familiar with labor law and the arbitration procedure in that state. Although it would have been more desirable to do a pilot with individuals involved with the procedure in Connecticut, the number of individuals on the arbitration panel was relatively small and the researcher wanted to be able to include all responses from individuals on that panel as part of the research.

The following questions were answered in relation to Connecticut's legislation which provides compulsory interest arbitration for the resolution of interest disputes for public school teachers.

1. How many years have you been involved in the compulsory arbitration process in Connecticut?
 - a. In what capacity?

- b. Approximately how many compulsory arbitration procedures have you been directly involved in?
2. What occurrences do you believe were responsible for the move to enact legislation for compulsory arbitration?
3. What is your opinion of the present compulsory arbitration legislation? (a) strengths, (b) weaknesses, (c) effectiveness, (d) suggestions for change?
4. What is your opinion of the availability of compulsory arbitration for settling impasse disputes?
5. How have the bargaining parties responded to compulsory arbitration as a means of settling impasse disputes?
6. Given your experience, how would you evaluate the use of compulsory arbitration vs. mediation for settling impasse disputes?
7. What unanticipated affects of the legislation have manifest themselves since initiation of the compulsory arbitration procedure?

8. What is your overall assessment of the practice of compulsory arbitration as you have experienced it? Should it be (a) continued, (b) modified, (c) eliminated?

Assumptions and Limitations

The following were assumptions that the researcher made when collecting data for the study. They were:

1. That individuals gave honest responses to the questions posed in the interviews.
2. The statistical data obtained from state agencies was accurate.

The study also had the following limitations:

1. Data will include information from only the state of Connecticut.
2. The study covers a period of six years.
3. Some individuals who were involved in the compulsory arbitration process were not available for an interview.
4. The group of individuals interviewed was relatively small.

Chapter 5

Data Analysis

The following section will show a breakdown of the issues arbitrated in districts utilizing compulsory arbitration for the years 1979-1980, 1980-1981, 1981-1982, 1982-1983, 1983-1984 and 1984-1985. This is done according to the category of issue arbitrated and how many issues were decided in favor of the board and the association. (See Appendix B for complete proof). This information, combined with data on the number of bargaining agreements and the way in which those agreements were made (without any impasse, in mediation or in arbitration) over the six year period, will be used to analyze Questions A through H of the research project.

Questions A, B and D deal with the various procedures available for coming to contract agreement in Connecticut. The three are: (1) Settlement without the use of an impasse procedure, (2) settlement through mediation and (3) settlement through compulsory arbitration. Data concerning the number of public school teacher contracts negotiated, the number settled

without impasse, those settled in mediation and those settled in arbitration were obtained from the Connecticut Department of Education and are shown in Table 1 for each of the six years being studied.

Table 1

PROCEDURES USED TO SETTLE CONTRACTS
FOR THE YEARS 1979-80 THROUGH 1984-85

	79-80	80-81	81-82	82-83	83-84	84-85
# to be negotiated	84	86	93	95	101	100
No impasse	25	29	31	19	32	22
Mediation	20	33	31	39	46	50
Arbitration	39	24	31	37	23	28

A series of Chi square tests were performed on the data in Table 1 to answer Questions A, B and D. The formula for the Chi square test used to answer Questions A, B and D when combining all six years is:

$$\sum \frac{(o_i - e_i)^2}{e_i}$$

The Chi square formula used when comparing one year to the year following it is:

$$\chi^2 = \frac{n (ad - bc)^2}{(a+c) (a+b) (b+d) (c+d)}$$

Question A asks if there has been a change in the number of times that parties have gone to compulsory

arbitration to settle impasse disputes since passage of legislation providing for compulsory arbitration?

When comparing the six years combined, Chi square at the $\alpha .05$ with 5 degrees of freedom would have to produce a value that was greater than 11.070 in order to denote that a statistically significant difference occurred. The test value for the six year total was 15.466 which indicated that a significant difference occurred. The second set of Chi square tests were performed comparing the data on a year to year basis. The results of those tests are shown in Table 2.

Table 2

RESULTS OF CHI SQUARE 2X2 CONTINGENCY TABLE ON THE NUMBER
OF TIMES COMPULSORY ARBITRATION HAS BEEN USED TO
COME TO A CONTRACT AGREEMENT

Year 1 to 2 (79-80 to 80-81)	6.250*
Year 2 to 3 (80-81 to 81-82)	0.180
Year 3 to 4 (81-82 to 82-83)	0.642
Year 4 to 5 (82-83 to 83-84)	6.030*
Year 5 to 6 (83-84 to 84-85)	0.725

(note: $\chi^2 = 3.841$, $df = 1$, $\alpha .05$)

*significant at .05

In testing for statistical significance from year to year a significant difference was not found for Year 2 to 3, Year 3 to 4 or Year 5 to 6. The null hypothesis

that, "There will be no significant difference in the number of times that compulsory arbitration is used, from one year to the next" would be retained for these years.

A significant difference did occur between Year 1 to 2 and Year 4 to 5. This would mean a rejection of the null hypothesis, and acceptance of the alternative hypothesis that, "There is a significant difference in the number of times compulsory arbitration was used" for the years 1979-80 to 80-81 and 1983-84 to 84-85.

Question B used the same summation formula for the six year total and the same Chi square test for the year to year comparisons.

Question B asks if there has been a change in the number of collective bargaining agreements settled without the use of any impasse procedure since passage of legislation providing for compulsory arbitration.

To compare Chi square at the $\alpha .05$ with 5 degrees of freedom, the test would have to produce a value greater than 11.070 to denote that a statistically significant difference existed. The test value was 8.329 showing non significance and acceptance of the null hypothesis for the six year total.

Next, the second set of Chi square tests were performed on the data using a 2X2 contingency table to test for any significant differences that may have

occurred on a year to year basis. Those results are shown in Table 3.

Table 3

RESULTS OF CHI SQUARE 2X2 CONTINGENCY TABLE ON THE
NUMBER OF TIMES NO IMPASSE PROCEDURE HAS BEEN USED
TO COME TO A CONTRACT AGREEMENT

Year 1 to 2 (1979-80 to 80-81)	0.307
Year 2 to 3 (1980-81 to 81-82)	0.00301
Year 3 to 4 (1981-82 to 82-83)	4.279*
Year 4 to 5 (1982-83 to 83-84)	3.471
Year 5 to 6 (1983-84 to 84-85)	2.398

(note: $\chi^2 = 3.841$, $df = 1$, $\alpha .05$)

*significant at .05

In testing for statistical significance from year to year, none was found for the years (Year 1 to 2, Year 2 to 3, Year 4 to 5 and Year 5 to 6). Therefore, the null hypothesis that, "There has not been a change in the number of collective bargaining agreements settled without the use of an impasse procedure since passage of legislation for compulsory arbitration" would be accepted for the six year total and also for the above mentioned years. A significant difference did occur between Year 3 and 4. Therefore, an alternative hypothesis of, "There has been a change in the number of collective bargaining agreements settled without the use

of an impasse procedure", would be accepted for the period from 1981-82 to 1982-83.

Question D then asks, "Have more negotiation impasses been settled at a preliminary step in the impasse procedure (mediation) rather than continuing to compulsory arbitration since passage of legislation providing for compulsory arbitration?"

The summation formula was used to determine a Chi square value for the six year totals. To compare Chi square at $\alpha .05$ with 5 degrees of freedom, the test would have to produce a value greater than 11.070 to denote statistical significance. The test value was 3.841 indicating no statistically significant difference in the use of mediation and arbitration as means of settling impasse disputes over the total six year period.

The second set of Chi square tests were performed using a 2X2 contingency table to test for any possible statistically significant differences from year to year. Those results are shown in Table 4.

Table 4

RESULTS OF CHI SQUARE 2X2 CONTINGENCY TABLE ON THE
NUMBER OF TIMES MEDIATION/ARBITRATION HAS BEEN USED
TO COME TO CONTRACT AGREEMENT

Year 1 to 2 (1979-80 to 80-81)	6.728*
--------------------------------	--------

Year 2 to 3 (1980-81 to 81-82)	0.745
Year 3 to 4 (1981-82 to 82-83)	0.0237
Year 4 to 5 (1982-83 to 83-84)	3.513
Year 5 to 6 (1983-84 to 84-85)	0.106

(note: $\chi^2 = 3.841$, $df = 1$, $\alpha .05$)

*significant at .05

Testing from one year to the next shows no significant difference for the years Year 2 to 3, Year 3 to 4, Year 4 to 5 and Year 5 to 6. The null hypothesis that, "There is no significant difference in the number of impasses settled at the preliminary step of mediation in the impasse procedure" is retained for the abovementioned years. A significant difference was found between Year 1 to 2. In this instance, the alternative hypothesis of, "There is a significant difference in the number of impasses settled at the preliminary step of mediation in the impasse procedure" would apply for the years 1979-80 to 80-81.

Question C asks if there had been a change in the average number of issues taken to arbitration from one year to the next since passage of legislation providing for compulsory arbitration?

The following t test was used comparing Year 1 to 2, Year 2 to 3, Year 3 to 4 and so on:

$$t = \frac{\bar{x}_1 - \bar{x}_2}{\sqrt{\frac{s_1^2}{n_1} + \frac{s_2^2}{n_2}}} \sim t \text{ (df)}$$

The formula used to obtain degrees of freedom is:

$$df = \frac{\left(\frac{s_1^2}{n_1} + \frac{s_2^2}{n_2} \right)}{\left(\frac{s_1^2}{n_1} \right)^2 + \left(\frac{s_2^2}{n_2} \right)^2}$$

Results of the t tests are found in Table 5.

Table 5

T TEST RESULTS OF THE MEAN NUMBER OF ISSUES TAKEN TO
ARBITRATION FOR THE YEARS 1979-80 THROUGH 1984-85

Year	t value	df	p
1 to 2 (79-80 to 80-81)	1.7091	55.3	0.0930
2 to 3 (80-81 to 81-82)	1.0470	32.4	0.3029
3 to 4 (81-82 to 82-83)	-2.2384	48.9	0.0298*
4 to 5 (82-83 to 83-84)	1.7556	56.5	0.0846

*significant at .05

No statistically significant difference was found at the $\alpha = .05$ level for Year 1 to 2, Year 2 to 3, or Year 4 to 5, and the null hypothesis that, "There is no significant difference between the mean number of issues taken to arbitration" would be retained. A significant

difference was found from Year 3 to 4. This would result in accepting the alternative hypothesis that, "There is a significant difference between the mean number of issues taken to arbitration" for the years 1981-82 to 82-83.

A different type of t test had to be performed on the results from Year 5 to 6 because of equal variances. The t test used to compare those years is:

$$t = \frac{\bar{x}_1 - \bar{x}_2}{\sqrt{\frac{s_p^2}{n_1} + \frac{s_p^2}{n_2}}} \sim t (n_1 + n_2 - 2 \text{ df})$$

In Year 5 to 6, the t value was -0.0433 with 49 degrees of freedom and $p = 0.9657$. In order to be statistically significant, the p value would have to be less than .05. Results show that there was no statistically significant difference, so the null hypothesis would also be retained for the years 1983-84 to 84-85.

In Question E, districts were examined to determine if a trend seemed to be developing with the use of the arbitration procedure. Table 6 shows a breakdown of how many districts went to arbitration and repeated it after an initial experience with the process.

Table 6

FREQUENCY OF DISTRICTS UTILIZING ARBITRATION FROM
1979-80 THROUGH 1984-85

Times to arbitration	Year of first arbitration					
	79-80	80-81	81-82	82-83	83-84	84-85
1	9	8	8	7	3	7
2	12	9	9	1	1	0
3	15	4	2	0	0	0
4	2	0	0	0	0	0
5	1	0	0	0	0	0

Observation of the data indicates that no trend appears to be evident in the year to year use of the arbitration procedure.

Question F, asks if one type of issue is taken to compulsory arbitration more often than any other. Table 7 shows each of the twenty-three issue areas, and gives totals for the number of times each area was arbitrated over the six year period.

Table 7

TOTAL NUMBER OF ISSUES ARBITRATED FOR EACH AREA
FOR THE YEARS 1979-80 THROUGH 1984-85

<u>Issue</u>	<u>Year</u>					
	79-80	80-81	81-82	82-83	83-84	84-85
Salary	63	22	28	51	31	29

Salary scale	72	12	2	30	10	16
Medical insurance	46	14	19	59.5	10	25
Dental insurance	22	9	6	21.5	5	5
Life insurance	14	6	2	8	1	2
Extracurricular	28	7	9	24	13	4
Athletic	27	6	7	16.5	5	5
Severance pay	3	0	2	2	1	0
Dept. head/Co-or.	25	8	7	18.5	12	3
Sum.sch/homebound	40	8	5	20	7	1
Early retirement	7	5	0	11	1	8
Longevity	11	2	3	12	4	7
Assignments	27	6	4	5	2	6
Evaluation	6	1	3	2	1	2
Work day/year	70	17	12	42	23	26
Class size	10	5	2	8	1	12
Leaves	55	27	18	24	4	6
Reduction/recall	15	7	13	27	2	3
Curriculum	0	1	1	0	1	0
Duration	13	3	5	4	2	5
Dues deduction	16	14	12	7	1	1
Grievance	45	6	0	12	1	0
Miscellaneous	49	16	16	31	13	21

A one way analysis of variance was performed on the data for the totals for the six year period to determine if there was a statistically significant difference between the type of issue and how often that issue went

to arbitration. An F value of 4.23 was found with $p = 0.001$. Results were found to be significant, so a post hoc Least Significant Difference (LSD) test of multiple comparisons was performed to determine between which issues the difference did occur. The LSD was chosen because it controls the Type I comparisonwise error rate.

Statistical significant differences were found between the following issues:

The number of times that salary was arbitrated was significant when compared to the frequency of use for eighteen other issues which included, dental insurance, life insurance, extracurricular, athletic, severance pay, department head/co-ordinator, summer school/homebound, early retirement, longevity, assignments, evaluations, class size, leaves, reduction and recall, curriculum, duration, dues deduction and grievance.

A significant difference was also found between the number of times that workday/workyear was an issue of arbitration when compared to seventeen areas which included, dental insurance, life insurance, extracurricular, athletic, severance pay, department head/co-ordinator, summer school/homebound, early retirement, longevity, assignments, evaluations, class size, reduction and recall, curriculum, duration, dues

deduction and grievance.

Significant differences occurred between the frequency with which medical insurance was arbitrated and the areas of dental insurance, life insurance, extracurricular, athletic, severance pay, department head/co-ordinator, summer school/homebound, early retirement, longevity, assignments, evaluations, class size, reduction and recall, curriculum, duration, dues deduction and grievance.

Significant differences also occurred between miscellaneous issues and the areas of life insurance, severance pay, early retirement, longevity, assignments, evaluations, class size, curriculum, duration and dues deduction. The number of times that leaves of absence was an issue for arbitration was found to be significant to the areas of life insurance, severance pay, early retirement, longevity, assignments, evaluations, class size, curriculum duration, dues deduction, athletic and grievance.

An alternative hypothesis of, "There is a significant difference in the area of issue and the number of times it is arbitrated" would be accepted for the abovementioned areas. All other comparisons between issues were found to be non significant at $\alpha .05$, retaining the null hypothesis that, "There is no significant difference in the area of issue and the

number of times it is arbitrated."

Question G asks if arbitrators rule for the board or the association's position more often in compulsory arbitration decisions over the six year period following enactment of legislation providing for compulsory arbitration.

Data for the total number of issues decided in favor of the board and the association for each of the years being examined is found in Table 8.

Table 8

YEARLY TOTALS OF ISSUES DECIDED FOR
BOARD AND ASSOCIATION

<u>Year</u>	<u>Board</u>	<u>Association</u>
1979-80	385	282
1980-81	115	87
1981-82	86	90
1982-83	229	207
1983-84	81	70
1984-85	94	93

A t test was performed on the data for individual years and the total six year period to test for statistical significance. The formula used was the same as that used to test for statistical significance in Question C. The results of that test are found in Table

9.

Table 9

T TEST RESULTS ON ARBITRATOR DECISIONS FOR
BOARD/ASSOCIATION FOR THE YEARS 1979-80 THROUGH 1984-85

1979-80	0.2597
1980-81	0.2704
1981-82	0.8929
1982-83	0.7194
1983-84	0.7276
1984-85	0.9781

(note: a t value of less than $\leq .05$ was needed to reject the null hypothesis)

*significant at .05

Results of the t tests found that there was no statistically significant difference for the years 1979-80, 1980-81, 1981-82, 1982-83, 1983-84 and 1984-85. Additionally, the t test combining the six year total produced a t value of 0.6686 and showed no significant difference. These results would mean the null hypothesis that, "There is no significant difference in the number of times an arbitrator decided in favor of a particular party in compulsory arbitration procedures" would be retained for all of the years examined.

Finally, Question H examined whether the category of the issue of impasse was independent of the arbitrators'

deciding in favor of the board or the association.

Table 10 shows the number of times each area of issue was decided for the board and the association for the years 1979-80 through 1984-85.

Table 10

YEARLY TOTALS OF ISSUES DECIDED FOR THE BOARD (B)
AND THE ASSOCIATION (A)

	1979-80		1980-81	
	(B)	(A)	(B)	(A)
1. Salary	17	49	8	14
2. Salary scale	40	32	7	5
3. Medical insurance	23	23	8	6
4. Dental insurance	11	11	7	2
5. Life insurance	9	5	3	3
6. Extracurricular	16	12	5	2
7. Athletic	22	5	4	2
8. Severance pay	2	1	0	0
9. Dept. head/coordinator	23	2	3	5
10. Summer school/homebound	26	14	3	5
11. Early retirement	7	0	5	0
12. Longevity	8	3	2	0
13. Assignments	14	13	3	3
14. Evaluations	4	2	0	1
15. Workday/year	61	9	9	8
16. Class size	9	1	5	0

17.	Leaves of absence	32	23	15	12
18.	Reduction and recall	6	9	6	1
19.	Curriculum	0	0	1	0
20.	Duration	4	9	2	1
21.	Dues deduction	12	4	6	8
22.	Grievance	15	30	3	3
23.	Miscellaneous	24	25	10	6

	1981-82		1982-83		1983-84		1984-85	
	(B)	(A)	(B)	(A)	(B)	(A)	(B)	(A)
1.	8	20	11	40	7	24	4	25
2.	1	1	16	14	1	9	9	7
3.	14	5	32	27.5	4	6	12	13
4.	5	1	11	10.5	5	0	0	5
5.	2	0	7	1	1	0	1	1
6.	5	4	21	3	10	3	1	3
7.	3	4	9.5	7	3	2	2	3
8.	1	1	2	0	1	0	0	0
9.	6	1	13.5	5	9	3	2	1
10.	3	2	11	9	3	4	0	1
11.	0	0	8	3	1	0	7	1
12.	1	2	8	4	4	0	5	2
13.	3	1	1	4	2	0	6	0
14.	0	3	2	0	0	1	0	2
15.	7	5	24	18	15	8	16	10
16.	2	0	8	0	1	0	11	1
17.	8	10	10	14	2	2	4	2

18.	2	11	12	15	1	1	2	1
19.	1	Ø	Ø	Ø	1	Ø	Ø	Ø
20.	2	3	1	3	1	1	Ø	5
21.	1	11	1	6	1	Ø	Ø	1
22.	Ø	Ø	2	10	Ø	1	Ø	Ø
23.	11	5	18	13	8	5	12	21

Initially, a one way analysis of variance was performed to determine if any statistically significant difference occurred between the area of issue and the arbitral decision (board or association). Results showed an F value of 4.23 with $p = 0.001$. This indicated that a statistically significant difference did exist. The Least Significant Difference (LSD) test for multiple comparisons was then performed to determine where a decision for the board or association was effected by the type of issue being arbitrated. A difference was found to exist when two issues were arbitrated, salary and workday/year.

Therefore, the alternative hypothesis that, "There is a statistically significant difference in the number of times arbitrators decided in favor of a particular party in compulsory arbitration procedures" would be accepted for the areas of salary and workday/year for the six year period being examined with decisions in the area of salary being favorable for the association and those for workday/year being favorable for the board.

Review of Interviews

Interviews were conducted with nineteen individuals who were presently serving as arbitrators for public education disputes in Connecticut. In addition to the arbitrators, persons representing organizations directly involved with the compulsory arbitration process in Connecticut Department of Education, Connecticut Education Association (CEA), Connecticut Association of Boards of Education (CABE) and the American Federation of Teachers (AFT) were interviewed. The interviews consisted of questions that dealt with the individuals' perceptions of the process and how it has worked since its inception in 1979.

Initially, individuals were contacted to see if they would be willing to participate. Upon agreement to participate, a set of interview questions were forwarded to the participants for their review prior to the actual interview. Interviews were conducted by telephone because of distance and the scheduling of convenient times for the participants. The interview consisted of eight questions with interviews lasting from 20 minutes to one hour and 15 minutes in length.

The eight interview questions will first be examined individually in regard to how they were answered by members of the arbitration panel. Members

of the panel included individuals representing the exclusive interests of boards of education, individuals representing the exclusive interests of employee organizations and individuals representing the interests of the public. There were 21 arbitrators sitting on the panel at the time of the interviews, with seven representing each of the three groups. Two of the 21 individuals were unable to participate in the interview process.

After looking at the responses on a question by question basis, conclusions will be incorporated into the final chapter of the study.

Question # 1: How many years have you been involved in the compulsory arbitration process in Connecticut? In what capacity? Approximately how many compulsory arbitration procedures have you been directly involved in?

The number of years that individuals had sat on the arbitration panel varied from two years to eight years, (since the inception of the process in 1979). Each of the three representative groups had individuals who were on the initial board appointed by Governor Ella Grasso in 1979. Others had been appointed at later dates due to openings on the panel which had resulted from deaths,

failure to be reappointed to the panel or individual withdrawal from the panel.

Some individuals had taken part in over 100 hearings, a few had participated in only a limited number of hearings and many had taken part in 20 to 50 hearings. Numbers here would also be effected by the number of years an individual had served on the panel.

(Note: The following responses were made by arbitrators representing the three groups (public interests, boards of education, and employee organization). Responses will be noted from each of the arbitrators but not for every question asked.

Question # 2: What occurrences do you believe were responsible for the move to enact legislation for compulsory arbitration?

Every respondent mentioned the occurrence of previous teacher strikes (strikes were and still are illegal in Connecticut) that had taken place in Connecticut, and that the general feeling was that something had to be done to eliminate those strikes. Major strikes had occurred in a number of towns and cities, most notably New Haven and Bridgeport. The Bridgeport strike was noted by many as being the "straw

that broke the camel's back."

When responding to the question on what occurrences were believed responsible for the move to enact compulsory arbitration legislation, some arbitrator statements were:

--"I think they just wanted to prevent strikes."

--"Strikes. A strike before in Shelton, but one in Bridgeport that triggered it. Obviously, a lot of things went on before that. The attitude of collective bargaining was not good."

--"Primarily, teacher strikes, were the biggest thing, and the "impetus for this law." A number of teacher strikes in the 70's, mainly the strike in Bridgeport, where the daughter of the mayor was one of the teachers on strike. Needed finality to the process."

--In the late 70's there was a nasty strike in Bridgeport. Some teachers were put in the "slammer". The result was "cloba" (compulsory last best offer binding arbitration)."

--"I think the immediate motivating act was the Bridgeport teachers' strike that resulted in the jailing of teachers, including many elderly teachers."

According to Department of Education statistics, 52 teacher strikes have taken place in Connecticut from 1946-47 through 1986-87. The majority of those strikes

took place during the 1970's. Bridgeport was the next to the last strike that had taken place in the state. A strike occurred in Southington during the 1979-80 schoolyear. The strike occurred after the bill was accepted but was not covered by the act because contract negotiations had begun prior to enactment of the act.

The Bridgeport teachers' strike of 1978 brought national attention to the city of Bridgeport and its public school system when more than 200 teachers were jailed after their refusal to go back to work when contract negotiations with the city came to an impasse. The following gives a brief historical background of that strike.

In speaking with the Connecticut Education Association representative for the teachers of Bridgeport during the 1978 strike, the events that led up to the strike were the preceding contracts in which teachers did not feel that they were getting a reasonable wage. Two years prior to the strike in Bridgeport a strike vote had been taken but teachers did not strike because the city was in a financial crisis. During the present session of negotiations, after being denied a raise, teachers felt that the strike was their only recourse and that it was morally right. The major issues in dispute were salary and preparation time for elementary school teachers.

During this strike, 274 teachers were incarcerated for some period of time. The first incarcerations took place when the executive board and negotiations committee for the teacher organization were in court and asked to go back to work. When they said that they would not, they were handcuffed and taken to jail. The women were taken to Niantic (the only maximum security prison which accepted women and was located about one hour from Bridgeport). They were taken to Niantic, processed with other prisoners, given prison garb and taken to a dormitory section of the prison (which was located away from the other prisoners). The men were jailed at Whalley Avenue in New Haven.

The following day the executive board and negotiations committee were taken from maximum security and placed at Camp Hartell, a National Guard Camp outside of Windsor Lock, Connecticut and near Bradley Airport. The camp had previously been closed but was reopened and the individuals were placed under guard there.

At the same time that this was happening, a group of approximately 50 teachers were in court in Bridgeport. They too were asked to go back to work. When they refused, they were handcuffed and sent to Camp Hartell. This second jailing is the one that hit the headlines with a picture of a "sixty-seven year old

elementary teacher being taken to jail in handcuffs". The story received national media coverage.

There were additional jailings after this. The time spent in confinement varied from 13 days for the executive board and negotiations committee to lesser amounts for other groups taken to Camp Hartell. A total of 274 teachers were incarcerated for some time during the strike.

Negotiations were going on throughout this time period. Meanwhile, there were demonstrations by the Connecticut Education Association (CEA) with locals from throughout the state demonstrating at Camp Hartell daily.

Initially, there was an attempt to keep the schools open. They were opened for the first two days of the strike and then closed for its remainder.

Most of the negotiations were behind the scenes. Meetings took place with Governor Grasso and finally the State Labor Board intervened. Commissioner Reilly negotiated with the groups at the State Labor Board (a 24 hour bargaining session) and after that settlement was reached.

When voting on the proposal, a vote was first taken by the teachers who were then incarcerated at Camp Hartell. If the terms were agreeable to them, a second vote was to take place with the remainder of the

membership. One vote was taken at Camp Hartell and one vote was taken in Bridgeport. Finally, after a 48 hour non stop negotiations/voting session everyone, including those from Camp Hartell, met at Klein Memorial.

When the Bridgeport teachers look at the role their strike played in moving toward legislation for compulsory arbitration, they feel that at the time the strike vote was taken any proposed legislation for binding arbitration was the furthestest thing from their minds. They were on strike because of the local Bridgeport situation.

During and after the strike, community feelings for the teachers were positive. A rapport built up between the community and the teachers, and in proceeding years the groups worked together on issues of concern. The most difficult factor to be dealt with after the strike was the internal strife. Some asked, for example, "Why did I have to go to jail and you didn't?" Some individuals felt that they were put in jeopardy by going to jail, and others who didn't want to take the step still reaped the benefits. There are accordingly individuals who still have not returned to the mainstream as a result of that inner discord.

The climate of collective bargaining in Bridgeport changed as a result of the strike. The teacher organization went to binding arbitration for the three

following contracts and the first time that settlement was reached between the parties since that time was during the 1986-87 negotiations. J. Rosenberg (personal communication, June 16, 1987).

Question #3: What is your opinion of the present compulsory arbitration legislation? Strengths?

--"It seems sound and constitutional, and there has been no successful legal effort to eliminate the statute on the constitution."

--"It depends on what one wants to achieve. If one wants to achieve elimination of strikes, it does that. It speeds up resolution."

--"All disputes get settled. No lost time. Gets rid of unreasonable demands."

--"When the law was enacted, it was done with firm timetables and it was tied into the budget process."

--"It brought some labor peace. We do have closure to the process of collective bargaining, which has a positive impact on school boards' ability to budget."

--"I'm not sure that the legislation itself has strengths. The principle strength has not necessarily been the format but the fact that Connecticut used to have strikes and we haven't had any since the legislation was introduced."

--"The ability to resolve disputes, that's its strength. Strengths are inherent in the process. The participants are well qualified. Now there is an attitude that we don't have to become enemies. If we don't resolve difficulties the arbitrators will. It takes pressure off of the parties."

--"It provides finality. An "escape valve" for both parties so that both can express themselves in a due process forum."

--"I think the greatest strength is that it is overwhelmingly accepted by the community itself."

Responses to the first part of the question which dealt with the strengths of compulsory arbitration legislation resulted in a number of different areas being addressed.

Arbitrators frequently mentioned the finality of the compulsory arbitration process. This finality or closure to an impasse provides boards of education with a contract prior to the budget submission date. Arbitrators also stated that the legislation has eliminated strikes and stalemates that interfere with the educational process. Time was a third factor that arbitrators spoke of, with a timetable and strict timelines speeding up the resolution process. Two interesting strengths that were found to be inherent in

the process were the quality of those participating in the arbitration procedure and the acceptance of the procedure by the community.

Question # 3: What is your opinion of the present compulsory arbitration legislation? Weaknesses?

--"The short time frame for the arbitration process and a longer time for negotiations. There is procrastination down to the wire and then the arbitrator has to decide bing bing."

--"It does not provide home rule."

--"Compensation has increased dramatically. Also, a lot of managerial prerogatives get eroded away. A self fulfilling prophecy in that all labor contracts have the same things."

--"Process may promote more uniformity than warranted by different situations."

--"Preserves the status quo and blocks innovation."

--"You have to give up something to get the process, "control", over the settlement. The decision is not made by the bargaining parties."

--"Time constraints. Everyone complains about restraints but they get the awards out. It is only a possible problem if you are doing a lot of them at the same time."

--"Balancing with last best offer. Cases where neither offer "sits well" with the arbitration panel and they wish to come up with a compromise."

--"Weaknesses are perceived. Arbitrators wrote abbreviated awards and consequently required a statement of reasons. As presently constructed the law works well."

Many responses included references to timelines or time restrictions. Under the present procedure, arbitrators must come to a decision 20 days after the initial arbitration hearing, with the award (including narrative) completed five days thereafter. Some individuals had also mentioned a weakness that was previously in the law but had been rectified. That is, a statement of reasons as to why a decision is made for each issue, and what factors were used to come to that decision (narrative).

Arbitrators also note that compulsory arbitration takes away the teacher/board bargaining and gives the decision making to a third party rather than having the bargaining parties control their own destiny. Another limitation mentioned was the uniformity of contracts that has developed over time, with little innovation being adopted in the area of contract language.

Question # 3: What is your opinion of the present compulsory arbitration legislation? Effectiveness?

--"Basically, it works."

--"Number of arbitrations declining, except 1986 - 87 Enhancement Act reopeners. Continued decline would indicate success."

--"Works out very well from the employees' point of view. Fills the gap that voluntary arbitration brings."

--"One-hundred percent effective. Ends the impasse and there have been no teacher strikes in Connecticut since the binding arbitration law was enacted."

--"It's been effective if an object was to avoid strikes. We have had none since the legislation."

--"Modified somewhat because arbitrators are conservative. Initially, teacher unions rushing into binding arbitration; as reality set in we got into more collective bargaining."

Arbitrators felt that if an objective of the legislation was to prevent teacher strikes, it has indeed done so because none have occurred since enactment of the act. Its effectiveness is also conveyed by the fact that it works and fills the gap that existed with voluntary arbitration which was not mandated.

Question # 3: What is your opinion of the present compulsory arbitration legislation? Suggestions for change?

--"Statutory criteria tend to have effect of benefiting teacher unions. Basically, comparability factors look at what towns settled earlier and a domino effect occurs. Maybe certain criteria should be given priority."

--"Maybe more time for arbitration than for negotiations."

--"Where parties are in agreement stipulation should be mandated."

--"This year you were given three neutrals, each side gets to cross one off. I don't like that. You used to have two parties talk and jockey around and decide who you wanted as the third arbitrator. Now they give you three names and they all may be unacceptable." (note: This changed back to the two sides choosing the third arbitrator in June, 1987, after this interview was completed).

--"Law should be modified to allow legislative bodies of communities to have some input."

--"Relax time constraints."

--"None, except to make hours of the workday for teachers a mandatory subject for negotiations." (note:

Hours became a mandatory item for bargaining in June, 1987, after this interview was completed).

--"I believe interim bargaining should be added to the act." (note: Interim bargaining became effective in June, 1987, after this interview was completed).

--" A catchall is needed for something that doesn't fit into the other categories like "such other evidence deemed relevant by the arbitrators" when making a decision."

It is interesting to note that some of the areas that arbitrators had suggested for change actually were changed during the Legislature's June, 1987 session. Those areas included the choosing of a third arbitrator, the inclusion of hours as a mandatory subject of bargaining and interim bargaining.

Arbitrators were also concerned with the strict timelines that must be adhered to once arbitration begins. Additional concerns that stipulated agreements should be mandated as such when the parties agree to them and that the factors used to determine an award be constructed to include an additional category which would allow arbitrators to include information that may be of great value although it might not specifically fit into one of the other criteria provided under the law, were also voiced. Finally, some individuals felt that

the legislative bodies of towns should have some input into the arbitration process.

Question # 4: What is your opinion of the availability of compulsory arbitration for settling impasse disputes?

--"There ought to be some method of settling disagreements through negotiations with the help of mediation or conciliation."

--"There seems to be more of an effort to settle these things than before."

--"The imbalance of the arbitration process is a good thing because strikes are eliminated. Advisory arbitration didn't work. The main advantage of compulsory arbitration is that, "it's a hammer up against a brick wall and be ready for it"."

--"Some groups use it time and time again. In a couple places in large cities or where there is a history of trouble with the town they will arbitrate because the town can't turn it down."

--"Good question. It will depend on each individual unit. If the leadership of a union or board of education is more comfortable with arbitration than sitting down it will be used more often. I think it is dictated by the players in the community rather than the arbitration process itself."

--"Very available. Negotiations are on a timetable and tied to board's fiscal year."

Arbitrators viewed availability in two respects. One is that with its use one has to look at the parties involved and the past history of collective bargaining to see if arbitration's availability is viewed of as something which eliminates the problem of having a contract rejected. Others saw it as available because it is part of a process with strict timelines, which at times encourage parties to make an effort to settle their differences.

Question # 5: How have the bargaining parties responded to compulsory arbitration as a means of settling impasse disputes?

--"The parties have willingly accepted the results of the arbitration award."

--"There is less fooling around and posturing."

--"It really becomes a factor in the bargaining process. I think that there is a reason for both sides to like the process and that reason is that it offers them a means of reaching an end. It gives us a comfortable feeling of dealing with one another. Probably why we in the process all get along pretty well."

--"Initially, great hostility on the part of school boards. It is getting sophisticated and generally accepted with the positive improvement."

--"Unions, with general enthusiasm. Boards, with challenges, reluctance, belief that settlements are more costly."

--"Generally speaking teachers responded favorably through CEA. In philosophy, the Federation did not favor it. Proponderence of teachers supported binding arbitration and did everything they could. Boards of education are basically at issue with the presumption that arbitrators would intrude on the legal perogatives of the school board, (DeCourcy)."

--"It has accelerated the responses of school boards. Before they could say go ----- yourself. Now, the other side of the coin. School districts accuse teachers of not bargaining and going to arbitration (because they know they will be getting the increase offered by the board or better)."

--"Teachers are certainly favorable. The first year they got the increases they wouldn't have gotten otherwise and they deserved them."

Although initial acceptance of the act was stronger for teachers, with time, boards of education have also found greater acceptance in the legislation. It has

made it easier for sides to settle a dispute when they are unable to do so on their own and gives them a means of reaching an end in the negotiations process.

Question # 6: Given your experience, how would you evaluate the use of compulsory arbitration vs. mediation for settling impasse disputes?

--"As time goes on solving more at mediation. In 1979 it was a new thing and everyone thought our side is 100% right, everyone else 100% wrong. It didn't work out that way. In a number of cases, lo and behold, the last best offer of both sides was the same. By far, the mediation stage is where most impasses are solved. It creates more intelligent bargaining and the two sides get closer together."

--"Initially, mediation was very much weakened by arbitration because unions saw binding arbitration as a way to get what they wanted. Mediation has come back to a more permanent role."

--"Don't see it as a versus. It is sequential. I believe strongly in mediation."

--"I get the impression more impasses are successfully mediated than go to arbitration. My reaction, mediation is preferred to arbitration because it is voluntary. With arbitration there is some bitterness afterwards

because it is put down throats."

--"No versus. They are not conflicting. Mediation is the step before arbitration. Mediation is good to the extent that it acts as a "catalyst" to help with bargaining."

--"I think you'll find most contracts are settled in mediation. It's very effective because mediators use arbitration to settle with the parties. It is stronger now than prior to arbitration. Before nothing would happen."

--"I don't think mediation works nearly as well as compulsory arbitration. Mediation is very weak because it has no leverage, no way to make or force people to do something. The only skill it brings to the process is creativity and imagination."

Many of the arbitrators' responses dealt with the strengthening of mediation as a procedure in the impasse process. These responses included mentioning the fact that mediation is a "strong arm" approach and that negotiations go on around the clock. Some also mentioned that mediators use the fact that if no agreement is met between the parties on their own, arbitrators will intervene and make the decision for them. This differs from mediation's prior role under advisory arbitration when the arbitral decision was not

mandated.

Some individuals mentioned that it was preferable for parties to come to agreement in mediation because results are from the bargaining parties and that although arbitration may still be necessary, many issues in dispute can be solved in mediation before going onto compulsory arbitration.

Question # 7: What unanticipated effects of the legislation have manifest themselves since initiation of the compulsory arbitration procedure?

--"Use of stipulated awards that forestall, that's the biggie."

--"I think substantial increases in teacher salaries is in part tied into arbitration factors. There are also some outside factors. During early 80's the inflation rate. After inflation went down, teachers were still getting salary rates that were high. Also, there have been no strikes. We were hoping for it and it was realized. Finally, there has been greater acceptance by boards of education of the process."

--"I can't think of any. The impact of Enhancement Legislation was unanticipated at the time of the arbitration statute. Early to say how it interplays with the process."

--"It has not resulted in decreasing disparities in salaries between richer and poorer areas."

--"Depends on who you are. One thing that I think is beginning, is an unexpected leveling process because arbitrators are basically the same people statewide. What is beginning, throughout the state, is a statewide salary schedule."

--"The national trend for teacher improvement and salary increases have made money a non issue during the last 12-16 months."

--"Parties sometimes use binding nature of award (not subject to challenge by local fiscal authorities) to disguise a dispute between fiscal authorities on one hand and the board and union on the other, as a dispute between board and union when they are really in agreement."

--"None to my knowledge. They were all rather candid. Boards of education, it did exactly what they said would happen, increases in salaries."

--"The parties have an accordion effect. When it first started it was not unusual to have 80-90 issues (ie. lunchtime). That has come down. The biggest number this year was 37 or 38. Boards are now throwing in more issues to use as bargaining chips because three out of four times teachers get the salary."

--"Timelines have been modified over the life of the

act. Geared toward mandated fiscal date for approval of budgets."

The effects on salary were mentioned by many of the arbitrators as being unanticipated, be it the fact that increases were higher than expected, the fact that a leveling began to occur throughout the state or that salaries were still thought to be unequal in rich as opposed to poor areas. The Education Enhancement Act and the distribution of large sums of money for teacher salaries was not anticipated at the onset of the act, but will no doubt effect it during the next few years, and perhaps even more so after funding for the act ends (depending on what type of legislation will be introduced to take its place).

Arbitrators also did not anticipate the use of the stipulated award when disagreement was primarily between the town fiscal authority and the bargaining parties. They noted that although the process was to prevent strikes, the fact that none has occurred has been a surprise because even with the law it was thought that some groups would still strike.

Question # 8: What is your overall assessment of the practice of compulsory arbitration as you have experienced it? Should it be (a) continued, (b)

modified or (c) eliminated?

The following comments give the arbitrators' overall assessment of the compulsory arbitration procedure in Connecticut.

--"Continued. If eliminated, it is back to producing teacher strikes. There should be some method of impasse resolution and it should foster the procedure to have parties reach settlement."

--"Continued. I don't know what modifications can be made for my limited experience. There is undue burden on the neutral arbitrator."

--"Modifications. Time for writing decisions. CABE got it into the legislation two years ago. The other way was more convenient."

--"Continued, and despite recommendations I gave earlier I would rather leave it alone. If you have a good case you will prevail. There is no question that binding arbitration with timelines means that by February about every contract is settled. Others are only unsettled because they have a later budget submission date."

--"I think that what it has done is a typical response to a problem. We are throwing money at the problem. The bottom line of the compulsory arbitration structure is to increase the cost of education tremendously. More

important, if one tenth the amount of energy was spent on looking at education itself. What are we buying with \$50,000 salaries and what is worthwhile to children in the long educational process?"

--"I think the law should be continued and modified to eliminate feigned disputes."

--"Continued because there is no choice. The alternative is teacher strikes and that is not viable. Modify the statutory criteria for rendering awards and decrease the effect that comparable data have on rendering an arbitration award. The statute is well drafted and has shown that it is working well."

--"It's apparent that it's working. I have a vested interest because I am paid. Continued. I don't think that anyone would disagree that it hasn't eliminated strikes and achieved its purpose. Modified to give arbitrators the ability to do something in between. With extremes neither result is good - too high or low."

--"Continued. I think it works very nicely. One of the few pieces of legislation that works and was intelligently drafted."

--"I'd continue it. I'm not sure how modified. I'd like to restrict some subjects that go into arbitration. Don't like the interim bargaining."

--"Modified by the concept if it is done fairly and justly. The concept is good. Strikes are bad. But in

lean times it will not work."

--"Eliminated or modified along the line of the Canadian plan (option under this plan is to strike or use binding arbitration to settle impasses). Some people are cautious by nature and want the security blanket of binding arbitration and there are those who hit the bricks if there is an impasse."

--"What do you want the labor/management ambiance to be. I'd be inclined to have some strikes. Locally, communities should be able to decide what to do and teachers should be able to go on strike if they want to. I'd eliminate it if it were up to me, but in Connecticut I am a "voice crying in the wilderness". It is not a majority point of view."

--"Continued. I'm an advocate of the whole system having worked under the old system. Both sides can be frustrated at times because you don't always get what you want, but it leads to bargaining. It's been effective and met its goals and objectives."

--"It hasn't made any dramatic changes. It has stabilized the process. Timetables could be more realistic. Hours, evaluation procedures and school calendar should be mandatory."

--"Continued. I don't think it should be modified much. Works fine the way it is. They try to abolish it every session. Now there is a pending bill that would deal

with reopening negotiations during a contract. Every once in a while it would be nice to diffuse a problem in the middle without going through the entire contract. People will be lured into taking advantage of the above. This thing is so rigid it makes other things work. Teacher strikes are not a good thing and its the wrong kind of business to shut down."

Arbitrators for the mostpart, advocate continuation of the compulsory arbitration law with some modifications. The addition of more time for writing awards was a concern of arbitrators, expecially since a narrative giving reasons for each decision must be given. Some individuals would also like to have some additional items subject to arbitration. Although a few arbitrators would like to see the process eliminated, they do not see that as a possibility, and instead offered modifications that would make the law more desirable from their point of view.

American Federation of Teachers
response to interview questions

In speaking with a representative of the American Federation of Teachers (AFT) who has been involved in the compulsory arbitration process as an AFT staff

member and as a local teacher bargaining unit president, the major occurrence which led to legislation for compulsory arbitration in Connecticut was teacher strikes, with "the major strike that pushed the legislation over the barrel" taking place in Bridgeport.

The organization does not see any strengths in the act but sees in as "a crutch". The basic weakness being that sometimes both sides reject a contract because they "know that they cannot get it through the town fathers" and instead opt for a stipulated award. In the area of effectiveness it was noted that, "you don't have prolonged negotiations going on forever and forever."

Initially, the availability of compulsory arbitration was viewed as being "the greatest thing since sliced bread", but it has been "used as a crutch to have others make the decision for you." Contracts are beginning to have a common denominator, and are looking the same.

Mediation has become a tool to force settlement and mediators are now more influential in getting settlements than they were prior to legislation for compulsory arbitration.

When looking at the unanticipated effects of the legislation, "basically a oneness of contract has manifest itself into teacher contracts in Connecticut" with contracts sporting the same language, money and

issues.

Finally, the Federation would like to see the act modified with a limited right to strike, a procedure "which in Connecticut circles is the Canadian Plan, because compulsory arbitration is not going to be eliminated".

Connecticut Association of Boards of Education (CABE)
response to interview questions

The Connecticut Association of Boards of Education (CABE) representative, who had served as counsel to the association, noted that the occurrence of several strikes in major cities (Bridgeport and New Haven) led to the move for compulsory arbitration legislation in Connecticut.

In viewing the process its strength was seen as being that it, "certainly does provide finality to the process". That arbitrators "tend to award the going rate" with settlements at the beginning of the year becoming the going rate "despite past history and the financial condition of the community being considered", was felt to be a major weakness of the legislation.

CABE finds the legislation effective in resolving disputes but feels that it is a "high price to pay" and would opt for modifications with finality. One

possibility in this area would be to limit the issues going to arbitration.

In examining how parties have responded to the procedure, it was noted that in some districts as part of the strategy, teacher organizations will wait it out because they do well in arbitration.

In responding to the use of mediation, it was noted that the success of mediation is something that depends on the skill of the mediator.

CABE did not see any unanticipated effects of the legislation, but instead felt that the organization had anticipated what would happen which they felt resulted not necessarily in a balance in decisions.

Finally, a first recommendation would be to eliminate the legislation, but politically speaking it was not viewed as being a possibility because Connecticut is a labor intensive state. Instead, modifications such as the one calling for a written narrative (a modification CABE wanted and got into the law) were suggested. Also, CABE plans to continue a lawsuit which was previously dismissed on a technicality, challenging the constitutionality of the law.

Connecticut Department of Education
response to interview questions

The Department of Education consultant for teacher/board negotiations noted that the primary occurrence that was responsible for the move to enact compulsory arbitration in Connecticut was the Bridgeport teachers' strike. The Connecticut Education Association (CEA) had been looking for binding arbitration for a long time and they (CEA) sponsored the bill which then came to the Education Committee.

Since the law's enactment it has done "what it was supposed to do, stop strikes."

At the time of the interview the General Assembly was voting to add hours as a mandatory subject of bargaining to the bill along with midterm bargaining. (Both items passed.)

A strength of the procedure from the administrative perspective of the Commissioner is that "it has resulted in labor stability in the State of Connecticut since 1979." There have been several procedural changes in the law and in 1985 the state Supreme Court found the statute constitutional.

When viewing how parties have responded to the act it is seen as being "an act that is fairly administered." There is no waving on the statute (i.e. timetable) and parties appreciate the act because "the rules of the game don't change because you are in a big

city versus a small town."

In viewing the mediation and arbitration procedures the department notes that there are fewer arbitrations with more solving of impasse taking place in mediation. This is in part due to the track record of arbitrators and conscientious mediators who have enhanced the success of mediation. Finally, it was noted that the law has done what it is supposed to do, and eliminated the potential riff that can occur in a community.

Connecticut Education Association (CEA)
responses to interview questions

The Connecticut Education Association (CEA) perspective on the compulsory arbitration process was presented by its bargaining coordinator who lists the 1978 Bridgeport strike as being the "biggest single occurrence" which led to the move for compulsory arbitration legislation in Connecticut.

The CEA views the legislation as being "overall, the best collective bargaining law in the country." The one item mentioned that was missing from the legislation was the absence of "hours" as a mandatory subject of bargaining (hours did become a mandatory subject of bargaining in June, 1987).

The availability of compulsory arbitration is

viewed as being a "tremendous stimulus at the bargaining table" and mediation which was effective 10% of the time prior to compulsory arbitration is now effective 50% of the time.

An unanticipated result of the act was how high settlements have been. "We never anticipated the percentage settlements that we have been getting since passage of the law. Although the negative side is that we thought we would do better on working conditions."

Finally, it was noted that, "the act has been the best thing that's ever happened for teacher/board negotiations in Connecticut and it's been refined enough that's it's working very well."

Chapter 6

Conclusions and Recommendations

Examination of statistical data covering the first six years of the compulsory arbitration process in Connecticut brought to light some interesting facts about the process, its usage and arbitral decisions.

Teacher contracts in Connecticut are settled by one of three means: (1) In negotiations without the use of an impasse procedure, (2) in mediation or (3) in arbitration. The following results are from the analyses of data on usage of the procedures noted above.

Statistical analysis of the data on how teacher contracts were settled for the 1979-80 through 1984-85 period demonstrated that for the combined six year period statistical significance occurred with the use of compulsory arbitration as a means of resolving impasses between bargaining parties. Further testing was conducted on a yearly basis to determine when these differences might have taken place. Results showed that between the years 1979-80 to 1980-81 and 1982-83 to 1983-84, statistically significant differences were found. One possible reason for this happening during

the 1979-80 to 1980-81 period is that it was the first year during which compulsory arbitration was available under the act and there may have been a tendency for parties to try out the new procedure during its initial stage to see how it worked. The second time that statistical significance occurred, was between 1982-83 and 1983-84. This happened after two years during which no statistical differences occurred. In this instance, it is difficult to make any determination on possible reasons for the difference. One possibility is that during that time period, a higher number of full contracts might have been up for negotiations as opposed to reopeners from prior contracts dealing with only a few issues. Secondly, the procedure may have been effected by a cyclical process, with a recurrence of arbitrations in towns that had used arbitration in earlier years. No dramatic changes occurred in the arbitration legislation, nor were there any notable changes in statewide economic conditions that might have created the differences from 1982-83 to 1983-84.

The same six year period was examined for any significant changes in the number of contracts that were negotiated without the use of any impasse procedure. Initially, data was examined for the total six year period. No statistically significant difference was evidenced during that time. Further tests were

completed on the data on a year to year basis. On a year to year basis, a significant difference was noted between the years 1981-82 to 1982-83.

A possible factor contributing to this occurrence could be that after an initial rush to use the arbitration process, many parties realized that you could not only win but lose a decision, bringing about more of an effort to reach an agreement without the use of the arbitration process.

A final comparison of frequency of contract settlement procedures tested for any significant difference between the use of mediation and arbitration as the final step in a contract agreement.

No significant difference was found when comparing the two over the total six year period. Additionally, tests were conducted making comparisons on a yearly basis. The tests for individual years found that a significant difference was found during the 1979-80 to 1980-81 period, the first year of the statute's availability. This area can be compared to results in an earlier question which found significance during the same time period when arbitration was compared to the other combined means (without impasse and mediation) of coming to a contract agreement. Perhaps, as with anything new, after an initial period of use, parties began to attempt to do more bargaining on their own.

If one is looking at the use of the arbitration procedure to see if a "narcotic effect" has occurred with its usage, you would have to say that none seems evident. The use of arbitration as a means of reaching a contract settlement did not remain statistically significant when compared with other means of settlement time and time again. It would be more prudent to suggest that there were other reasons for statistical differences to occur on and off again during the procedure's first six years in existence.

After comparing the different types of procedures utilized in reaching contract agreement for public school teachers, analyses were conducted on the number and types of issues taken to arbitration.

First, data on the mean number of issues taken to arbitration was examined to determine if a statistically significant difference existed with the mean number of issues taken to arbitration over the six year period. A difference was found to occur between 1981-82 to 1982-83.

Once again, a possible reason for significant differences in the mean number of issues arbitrated could be related to the number of full contracts as opposed to reopeners that were being negotiated for the period from 1981-82 to 1982-83.

An examination of the frequency with which

districts engaged in the compulsory arbitration process, shows no apparent trend in the year to year use of compulsory arbitration. Initially, the number of districts using the process was large. It then leveled off after the first year with a slight increase during 1982-83.

Another area of statistical questioning addressed whether certain areas of issues were taken to arbitration more often than others. The initial test for statistical significance demonstrated that a difference did occur. Follow up testing was done to determine between what areas the differences occurred. In testing between the 23 issues, a significant difference occurred between how often the issue of salary was arbitrated when compared to 18 other issue areas.

Significant differences also occurred when comparing the frequency of arbitrating issue of workday/year issues to all areas except salary, salary scale, medical insurance, leaves and miscellaneous issues. While frequency of arbitrating the issue of medical insurance was statistically significant when compared to all issue areas except salary, salary scale, workday/year, leaves and miscellaneous.

A difference also occurred when comparing how frequently the area of leaves of absence was arbitrated

when compared to 13 other areas, while differences were statistically significant between miscellaneous issues and 10 other areas being arbitrated. There were no other statistically significant differences evidenced when comparing other issues to one another.

In looking at the differences that occurred between miscellaneous issues, it would be difficult to even attempt to decipher why those differences might have occurred. The miscellaneous category included all issues that did not fit into one of the 22 other categories, and served as a catchall for those issues that could not be placed elsewhere.

In collective bargaining contracts, the major item being negotiated is usually salary regardless of whether those negotiating are teachers, policemen or professional football players. Therefore, it is not unusual to have significance occur between salary and a number of other issue areas. The same may apply in part to the areas of medical insurance and leaves, both of which could deal with substantial monetary inputs.

In examining the area of workday/year it should be noted that teacher hours were not a mandatory issue for bargaining prior to June, 1987. A number of times the issue was found to be nonarbitrable under the DeCourcy decision [162 Conn. 566, 295 A.2d 526 (1972)], but was still admitted as an issue for arbitration because

nonarbitrability does not prevent an issue from being placed into arbitration. For instance, if the teacher association submitted a last best offer stating that the workday would begin at 8:00 A.M. and end at 3:00 P.M. and the board's last best offer was that the issue could not be arbitrated, under the DeCourcy decision, the arbitrator(s) would choose the last best offer of the board.

The next area of testing examined where any statistically significant differences existed between the number of times that arbitrator decisions were in favor of the board or the association.

Test results demonstrated that no statistically significant differences existed in the arbitrators deciding issues for the board or the association for the six years combined. Additionally, no difference was evident for the individual years.

The final analysis examined whether the category of the issue arbitrated was independent of the arbitration award being in favor of the board or the association.

A statistically significant difference was found to occur in only two of the 23 categories. Those two areas were salary and workday/year. In the area of salary arbitrators were more inclined to make decisions in favor of the associations, while they were more inclined to make workday/year decisions in favor of the board. No other significant differences were found when

comparing arbitration decision to the area of issue being arbitrated.

Although an initial response might be to look at the issue of salary and conclude that arbitrators decide salary issues in favor of the association, there are some other factors that must be considered. One is that in recent years there has been a move not only in Connecticut but nationwide to raise teacher salaries to those comparable with other professions. A second, is that the differences between the last best offers of both groups may have been very close, or in some cases the same, indicating both sides' realization of the need for salary increases for teachers, something that was recognized statewide with the Legislature's move to raise minimum teacher salaries in 1986.

Likewise, when examining the tendency for arbitration awards in the area of workday/year to be made in favor of boards of education, it should be noted that in relation to items such as teacher hours which were non arbitrable, the tendency for arbitration panels to choose the board's position may in part be due to the fact that the board saw an issue as being non arbitrable and the panel, in following the guidelines of the law decided in the board's favor.

A review of the interviews which were conducted as a segment of this study, demonstrated that the

individuals involved in the compulsory arbitration process in Connecticut are very knowledgeable of the procedure and enjoy their work.

Arbitrators representing each of the three interest groups recognized and candidly spoke of the legislation's strengths, weaknesses, effectiveness, and suggestions for change. They realized the importance of collective bargaining between parties and the value of mediation in acting as a catalyst to aid parties in coming to a contract settlement. Many stressed the importance of parties coming to an agreement on their own and that arbitration was to be used only when parties could not come to agreement.

The arbitrators commented on the professionalism of all of the individuals involved in the process and their willingness to work together. The calibre of individuals along with the strength of the arbitration legislation together appear to be making the process a very successful means of resolving impasse disputes in Connecticut.

One amazing result of the compulsory arbitration legislation in Connecticut is that no strikes have occurred since the law's enactment. Although strikes have been illegal, that fact had not prevented them from occurring prior to enactment of the arbitration act.

It is also commendable to note that very few

arbitration awards have been challenged in the courts. Moves to vacate the awards, by filing a motion in superior court within thirty days following receipt of the award [Conn. Gen. Stat. ss 10-153 f(c) (7) (1983)] have been infrequent. Celentano and Williamson (1985), note that there were only thirteen motions to vacate awards (this number also included administrator awards from a total of 208 arbitrations) in Connecticut during the first five years of the act. The fact that a motion to vacate was seldom initiated suggests that in making arbitration decisions arbitrators are adhering to the dictates of the law and are not acting in a way which would prejudice the substantive rights of the parties.

In looking to the future it would be interesting to take a continued look at data over the next few years because of the 1986 Enhancement Act [1986 Conn. Acts 1, ss (1) (Spec. Sess.)] which raised minimum teacher salaries to over \$20,000. It will be even more intriguing to examine the data for possible trends after allocations for the Enhancement Act are depleted in 1989. Changes may result, if that time the state continues to subsidize teacher salaries or give that responsibility back to the towns. If that is the case, it will be interesting to observe how local communities that are less affluent will meet the monetary demands of raises that are already set into the teacher salary

structure because of the Enhancement Act. Will they raise taxes or want teachers to take pay cuts (an unlikely but possible result)? Presently, the legislature has voiced that it will aid districts financially after Enhancement Act funding runs out with a possible 50-50 funding (a situation in which half of the funding would come from the state and other half would come from the municipality) resulting.

In looking at what the situation will be a few years from now, the Department of Education is in the process of redesigning the formula for the Guaranteed Tax Base that provides allocations to school districts. This change is being designed to incorporate money that was provided under the Enhancement Act into the Guaranteed Tax Base structure.

After completing this segment of research on Connecticut's experience with compulsory arbitration, there are additional areas that should be examined for possible research development for the future. One such area is to examine the administrator groups that are covered by the arbitration legislation to see what differences have occurred with their use of the procedure since they, unlike teachers, are not covered under the Enhancement Act which provided for minimum teacher salaries in recent years. The area of salary and changes that may take place in the arbitration of

this issue and its effect on teacher salaries prior to, during and after funding through the Enhancement Act would give greater insight into the area of compulsory arbitration and its effect on teacher salaries. Additionally, in the area of salary research, a study on the impact of the legislation on town finance boards would demonstrate how arbitration legislation has affected the financial situation of individual municipalities.

Another area of interest would involve an examination of different socio/demographic areas of the state to determine if any differences occur regarding the use of the arbitration procedure and the types of issues arbitrated in those locales. Also, an examination of issues that became arbitrable near the conclusion of this study and their effect on the process in the future could provide information on the priority with which parties view different issues being arbitrated.

Finally, a comparative case study of states that have compulsory v. voluntary arbitration would offer insight into which type of procedure has proven to be more beneficial in the resolution of impasse disputes.

In concluding, the compulsory arbitration procedure appears to be doing quite well as a means of solving impasse disputes in Connecticut. It has managed to bring finality to the bargaining process when parties are unable to reach a conclusion on their own, and yet parties do not rely on arbitration as their only means

of reaching contract agreement. Boards of education and teacher organizations still solve the majority of their contract negotiations before reaching the arbitration stage.

In looking to the future of collective bargaining, states that are developing or amending collective bargaining legislation, along with those that may presently be using voluntary arbitration or the right to strike to settle impasse disputes may want to review the situation in Connecticut to see if a similar procedure would benefit the educational process in their state.

Appendix A

Notes from Legislative Hearings

The following cites segments from sessions in the Connecticut state house and senate prior to voting on the bill for compulsory arbitration:

During the state senate hearings on Tuesday, May 8, 1979, various amendments were proposed and voted on concerning Senate Bill 2, An Act Concerning Last Best Offer Binding Arbitration for Teacher Contract Disputes.

At the inception of the hearing a move was made to, "remove the bill from debate and action", by Senator Post, because of "possible conflicts" (Senator Knows). Senator Mustone then moved for acceptance of the Joint Committee's Favorable Report and passage of the bill.

Along with this action, background on the current law was summarized, concerning the fact that presently, when a disputed contract between the board of education and the employees exclusive bargaining unit went to arbitration, the recommendation would be non binding while contract settlements that did not go to arbitration would remain subject to veto by the local or regional legislative body. Senate Bill 2 would require that once a disputed contract was submitted for arbitration it could no longer be rejected by referendum by the legislative body of the district.

It was also noted that, as under current law, when no contract agreement was evident, parties would go to mediation. If settlement is not reached four days after mediation, or on the ninetieth day prior to the budget submission date the matter goes to arbitration. Following this discussion, the following amendments to the bill were introduced:

Senate Amendment Schedule A, offered by Senator Buzzuto stated that, "any action of the regional board in terms of its conduct of negotiation, pursuant to Section 10 - 153 shall be performed within the full purview of the public." The amendment was then opposed by Senator Skelly. A roll call vote (when 20% of the membership call for it with a voice vote) was taken on the amendment. The results were yea-7, nay-25, with 4 absent from voting. The amendment failed.

Senate Amendment Schedule B, offered by Senator Skowronski, was directed toward line 144 and section (c) 2 of the bill. This amendment would make, "mandatory that the fiscal authority or the agent of the budgetary authority appear as part of the board of education presentation." (Note: In Connecticut, the town or regional legislative body (finance board) and not the board of education has the authority to raise taxes to meet school budgets.)

There was a total of 32 voting for Amendment B,

with 4 members absent. The motion for the amendment failed by a vote of yea-12; nay-20.

Senate Amendment Schedule C, which was also offered by Senator Skowronski, "deletes from the act the use or employment of a single arbitrator and would provide that the decision be made by the three member panel." This amendment which would eliminate the option of using a single arbitrator instead of a tripartite board was defeated by a yea-9; nay-23 vote.

Senate Amendment Schedule D, which was offered by Senator Schneller would, "restrict last best offer binding arbitration to those issues that relate to salaries and fringe benefits." This amendment failed on a close vote of yea-15; nay-17. Therefore, issues being arbitrated could not be restricted to areas that involved only salary and fringe benefits.

There were no further amendments to the bill. A general discussion followed during which various members of the senate spoke.

During that discussion Senator Denardis rose in support of the bill and Senator Matthews rose to oppose the bill.

The discussion that followed pointed out, that unlike the municipal employees' act that was found unconstitutional on three points (standards, the appeal process and accountability), these points "had been

addressed in this bill" (Senator Mustone).

Senator Owens then spoke on the number of teacher strikes that had taken place in the state. He noted strikes in Milford, New Britain, New Haven and "fourteen days of shame" in Bridgeport when 265 teachers were detained in facilities (Niantic and Camp Hartell), many for the entire two week period.

Following the discussion, a final vote on Senate Bill 2 resulted in its passing in the senate by a yeas-24; nays-8 vote.

The house discussion on Senate Bill 2 An Act Concerning Last Best Offer Binding Arbitration for Teacher Contract Disputes began with opening comments by Representative Henderson, in which he moved for acceptance of the Joint Committee's Favorable Report of Senate Bill 2, and passage of the bill in concurrence with the senate. In his comments, he stated that this bill would amend the present Section 10 - 153 of the statutes and provide a, "finality to the negotiations process." He mentioned the Bridgeport strike which "resulted in over three quarters of a million dollars in court fines" and gave statistics on the municipal binding arbitration law which over a three year period (1975-1978) resulted in 741 negotiated contracts, 8% of which were referred to arbitration.

Later, some amendments to the bill were proposed

and voted upon. They included:

House Amendment Schedule A, presented by Representative Glassman, "would limit those items for compulsory binding arbitration to those items which included salary, fringe benefits and grievance."

A lengthy discussion was given on this amendment and the fact that there had been 55 teacher strikes in Connecticut during the prior 14 year period. The total number voting on Amendment A was 143, with 72 necessary for passage. The amendment, which was very similar to Amendment D in the senate failed by a close vote of yeas-69; nays-74, resulting in no restrictions that would limit the type of issue that could be arbitrated.

A second amendment, House Amendment Schedule B, offered by Representative Allen was for the, "mandatory appearance of the fiscal authority." This amendment was similar to one proposed in the senate that would mandate the appearance of a representative of the budgetary authority. There was an insufficient number of the membership (less than 20%) requesting a roll call vote, so a voice vote was taken. The nays were in the majority and the amendment failed.

House Amendment Schedule C, to Senate Bill 2 was adopted and ruled technical.

House Amendment Schedule D, offered by Representative Berman, would "give the option of the

right to strike to teachers along with binding arbitration." A roll call vote resulted in a yea vote of 35 and a nay vote of 107. The amendment failed and therefore, did not provide the option to strike.

House Amendment Schedule E, offered by Representative Meyer, would make the arbitration award subject to a thirty day veto by making changes in line 205, to strike "referendum", line 200, to strike "not withstanding the provisions of" and the striking of lines 201 to 204 inclusive. The yea vote was 62 and the nay vote was 78, resulting in failure of the amendment's proposal to make awards subject to veto.

House Amendment Schedule F, offered by Representative Matties, provided for last best package offer arbitration by making changes in line 193, to strike "each individual issue" and to insert in lieu thereof "all issues". In line 196 to strike "separately each individual" and insert in lieu thereof "the" and to strike "each" and "individual". There were 22 yea votes and 118 nay votes and the amendment failed passage, with the procedure for binding arbitration remaining as an issue by issue rather than total package procedure.

Prior to a final vote on the bill, Representative Robertson requested a vote change from the positive to the negative and Representative Onorato requested a vote change from the negative to the positive.

Voting on Senate Bill 2 as amended by House Amendment C was taken with 70 votes necessary for passage. The vote was yea-70; nay-69. Twelve members were absent and did not vote. The bill passed by one vote and was signed into law.

In effect, the passage of the act resulted in a piece of legislation that provided compulsory arbitration for the resolution of impasse disputes on an issue by issue basis with the strike remaining an illegal act under the law. Additionally, issues for arbitration were not to be limited and in the arbitration procedure parties could choose a single arbitrator or a tripartite board to hear and decide the arbitration cases.

Appendix B

ARBITRATION DECISIONS
1979-80 through 1984-85ARBITRATION DECISIONS
1979-80

<u>Town</u>	<u>Issue</u>	<u>Board</u>	<u>Association</u>
DERBY			
		Stipulated Agreement	
BROOKFIELD			
	Salary	0	2
	Salary scale	2	11
	Medical ins.	2	4
	Dental ins.	1	0
	Life ins.	0	1
	Extracurricular	0	2
	Sum. sch./homebound	0	2
	Longevity	0	1
	Assignments	2	0
	Class size	1	0
	Leaves	12	6
	Reduction/recall	1	0
	Duration	0	2
	Grievance	0	12
	Miscellaneous	2	4
	Subtotal	25	50
MERIDEN			
	Salary	0	2
	Dental ins.	3	0
	Workday/year	0	1
	Duration	1	0
	Subtotal	4	3
TRUMBALL			

Salary	0	3
Workday/year	1	0
Subtotal	1	3

MILFORD

Salary	0	2
Medical ins.	1	0
Dental ins.	0	1
Sum. sch./homebound	3	0
Longevity	1	0
Subtotal	5	3

NORTH STONINGTON

Salary	1	0
Salary scale	0	1
Subtotal	1	1

WOODRIDGE

Salary	0	2
Salary scale	1	0
Medical ins.	0	1
Dental ins.	1	0
Life ins.	1	0
Sum. sch./homebound	1	0
Subtotal	4	3

STAFFORD

Salary	1	1
Salary scale	2	3
Extracurricular	1	0
Sum. sch./homebound	1	0
Subtotal	6	6

DANBURY

Salary	0	6
Salary scale	21	7
Medical ins.	3	7

Dental ins.	0	1
Life ins.	2	0
Extracurricular	0	1
Athletic	2	0
Severance pay	0	0
Dept. head/Co-or.	1	0
Sum. sch./homebound	2	3
Early retirement	1	0
Longevity	1	0
Assignments	3	6
Evaluations	0	1
Workday/year	11	3
Class size	3	0
Leaves	11	11
Reduction/recall	2	8
Curriculum	0	0
Duration	0	1
Dues deduction	0	2
Grievance	1	14
Miscellaneous	8	7
Subtotal	72	78

NEW CANAAN**Stipulated Agreement****VERNON**

Salary	0	3
Salary scale	1	0
Medical ins.	1	0
Extracurricular	0	1
Dept. head/Co-or.	0	1
Reduction/recall	1	0
Grievance	0	1
Miscellaneous	2	1
Subtotal	5	7

GRISWOLD

Salary	0	3
Duration	1	0
Subtotal	1	3

MANCHESTER

Salary	1	1
Salary scale	0	1
Medical ins.	0	1
Dental ins.	1	0
Dept. head/Co-or.	1	0
Assignments	1	0
Workday/year	1	0
Class size	1	1
Dues deduction	1	0
Grievance	0	1
Miscellaneous	1	1
Subtotal	8	6

NORWICH FREE ACADEMY

Stipulated Agreement

THOMPSON

Stipulated Agreement

NEWTOWN

Salary	1	2
Salary scale	0	2
Medical ins.	0	2
Dental ins.	0	2
Life ins.	1	1
Extracurricular	4	1
Athletic	4	1
Dept. head/Co-or.	5	0
Sum. sch./homebound	3	0
Evaluations	1	0
Workday/year	1	0
Duration	0	1
Dues deduction	1	0
Subtotal	21	11

PUTNAM

Salary	1	0
Subtotal	1	0

WILTON

Salary	Ø	2
Longevity	1	Ø
Subtotal	1	2

CLINTON

Dues deduction	1	Ø
Subtotal	1	Ø

DARIEN

Salary	1	1
Medical ins.	3	Ø
Dental ins.	Ø	2
Life ins.	1	Ø
Extracurricular	1	Ø
Athletic	1	Ø
Dept. head/Co-or.	1	Ø
Sum. sch./homebound	2	Ø
Duration	1	Ø
Subtotal	11	3

RIDGEFIELD

Medical ins.	1	1
Dues deduction	Ø	1
Subtotal	1	2

WEST HAVEN**Stipulated Agreement****BETHANY**

Salary	2	Ø
Dental ins.	1	Ø
Life ins.	1	1
Severance pay	Ø	1
Workday/year	1	Ø
Leaves	1	Ø
Curriculum	Ø	1

Grievance	1	0
Miscellaneous	0	2
Subtotal	7	5

NEWINGTON

Salary	2	0
Salary scale	1	0
Medical ins.	1	0
Life ins.	0	1
Extracurricular	0	4
Athletic	0	2
Early retirement	1	0
Leaves	1	0
Duration	0	1
Subtotal	6	8

BRANFORD

Salary	0	2
Medical ins.	0	1
Life ins.	1	0
Extracurricular	2	0
Athletic	2	0
Dept. head/Co-or.	3	0
Sum. sch./homebound	0	8
Assignments	1	0
Dues deduction	2	0
Miscellaneous	0	2
Subtotal	11	13

EAST HARTFORD

Salary	2	0
Salary scale	4	2
Medical ins.	0	1
Dental ins.	0	1
Extracurricular	2	0
Athletic	3	0
Dept. head/Co-or.	1	0
Sum. sch./homebound	2	0
Evaluations	3	0
Workday/year	18	0
Class size	1	0
Leaves	0	1
Duration	1	0

Dues deductions	1	0
Grievance	12	0
Miscellaneous	2	3
Subtotal	53	8

PLYMOUTH

Salary	0	2
Salary scale	1	2
Medical ins.	1	0
Dental ins.	1	0
Extracurricular	1	0
Dept. head/Co-or.	1	0
Subtotal	5	4

NORTH BRANFORD

Salary	1	1
Salary scale	1	1
Medical ins.	1	0
Extracurricular	1	0
Athletic	2	0
Dept. head/Co-or.	1	0
Early retirement	1	0
Longevity	1	0
Workday/year	3	0
Leaves	2	0
Dues deduction	1	0
Subtotal	15	2

BLOOMFIELD

Salary	0	2
Salary scale	2	0
Medical ins.	2	1
Dental ins.	2	1
Extracurricular	1	0
Athletic	1	0
Dept. head/Co-or.	3	1
Sum. sch./homebound	3	0
Early retirement	1	0
Longevity	1	0
Assignments	3	0
Evaluations	1	0
Workday/year	7	0
Class size	1	0

Leaves	1	0
Reduction/recall	0	1
Duration	0	1
Dues deduction	1	0
Miscellaneous	1	3
Subtotal	31	10

NEW HAVEN**Stipulated Agreement****WALLINGFORD**

Salary	0	3
Salary scale	4	1
Medical ins.	1	0
Dental ins.	1	1
Life ins.	1	0
Extracurricular	0	2
Athletic	4	1
Dept. head/Co-or.	2	0
Early retirement	1	0
Assignments	0	2
Evaluations	1	0
Workday/year	2	0
Class size	1	0
Leaves	3	2
Duration	0	1
Dues deduction	3	0
Grievance	1	2
Miscellaneous	4	1
Subtotal	29	15

BRIDGEPORT

Salary	0	3
Salary scale	0	1
Medical ins.	1	1
Dental ins.	0	1
Life ins.	1	0
Extracurricular	1	0
Athletic	1	0
Sum. sch./homebound	3	0
Early retirement	1	0
Longevity	1	0
Assignments	0	3
Workday/year	9	2

Class size	1	0
Leaves	1	3
Reduction/recall	1	0
Dues deduction	0	1
Miscellaneous	3	1
Subtotal	24	16

WETHERSFIELD

Salary	0	3
Medical ins.	2	0
Dental ins.	0	1
Extracurricular	1	0
Athletic	1	0
Early retirement	1	0
Longevity	1	0
Subtotal	6	4

HAMDEN

Salary	1	0
Medical ins.	2	0
Dental ins.	0	1
Life ins.	0	1
Athletic	1	1
Severance pay	1	0
Dept. head/Co-or.	1	0
Sum. sch./homebound	5	1
Longevity	1	0
Workday/year	1	0
Miscellaneous	1	0
Subtotal	14	4

MADISON**Stipulated Agreement****STAMFORD**

Salary	2	0
Medical ins.	0	1
Extracurricular	1	1
Dept. head/Co-or.	2	0
Sum. sch./homebound	1	0

Longevity	0	1
Assignments	1	2
Evaluations	0	1
Workday/year	5	0
Duration	0	1
Subtotal	12	7

WOLCOTT

Salary	1	0
Medical ins.	1	2
Severance pay	1	0
Dept. head/Co-or.	1	0
Longevity	0	1
Subtotal	4	3

THOMASTON

Salary	0	2
Subtotal	0	2

ORANGE

Salary	0	1
Subtotal	0	1

ARBITRATION DECISIONS
1980 - 1981

<u>Issue</u>	<u>Board</u>	<u>Association</u>
--------------	--------------	--------------------

NORWALK

Stipulated Agreement

BERLIN

Salary scale	0	1
Medical ins.	2	0

Dental ins.	0	1
Life ins.	1	1
Assignments	1	0
Workday/year	1	0
Leaves	0	1
Reduction/recall	1	0
Dues deductions	1	0
Grievance	0	3
Miscellaneous	1	0
Subtotal	8	7

WATERFORD

Dues deduction	1	0
Grievance	1	0
Subtotal	2	0

MIDDLETOWN

Salary	2	0
Dental ins.	1	0
Dept. head/Co-or.	0	1
Dues deduction	1	0
Subtotal	4	1

SHELTON

Salary	1	1
Medical ins.	0	1
Dental ins.	1	0
Life ins.	0	1
Athletic	0	1
Dept. head/Co-or.	0	2
Early retirement	1	0
Assignments	0	1
Evaluations	0	1
Workday/year	1	3
Class size	1	0
Leaves	3	1
Reduction/recall	2	0
Miscellaneous	1	0
Subtotal	11	12

NORTH HAVEN

Duration	0	1
Subtotal	0	1

EAST HAVEN

Salary	0	2
Medical ins.	1	1
Dental ins.	1	0
Athletic	1	0
Sum. sch./homebound	1	0
Workday/year	1	0
Class size	1	0
Leaves	2	0
Reduction/recall	1	0
Dues deduction	0	1
Subtotal	9	4

WINDSOR LOCKS

Salary	0	2
Dues deduction	1	0
Grievance	1	0
Subtotal	2	2

SOUTHINGTON

Salary	0	1
Salary scale	1	0
Medical ins.	1	0
Dental ins.	1	0
Extracurricular	1	1
Athletic	1	0
Dept. head/Co-or.	1	1
Sum. sch./homebound	0	2
Workday/year	2	4
Leaves	2	3
Dues deduction	1	1
Miscellaneous	2	0
Subtotal	13	13

CHESHIRE

Salary	0	3
Salary scale	1	1
Medical ins.	2	2
Dental ins.	1	0
Life ins.	2	1
Extracurricular	2	1
Athletic	1	0
Sum. sch./homebound	2	0
Early retirement	2	0
Longevity	2	0
Assignments	2	0
Workday/year	3	0
Class size	1	0
Leaves	5	4
Reduction/recall	1	0
Curriculum	1	0
Duration	0	1
Dues deduction	0	1
Grievance	1	0
Miscellaneous	3	2
Subtotal	30	17

NEW MILFORD

Salary	1	1
Dept. head/Co-or.	1	0
Dues deduction	0	1
Subtotal	2	2

WINDHAM**Stipulated Agreement****SIMSBURY**

Salary	1	0
Salary scale	4	1
Medical ins.	0	2
Dental ins.	1	1
Extracurricular	1	0
Athletic	1	1
Sum. sch./homebound	0	1
Early retirement	1	0
Workday/year	1	0
Class size	1	0
Reduction/recall	0	1
Duration	1	0

Dues deduction	0	1
Miscellaneous	0	2
Subtotal	12	10

KILLINGLY

Salary	0	2
Dental ins.	1	0
Extracurricular	2	0
Dept. head/Co-or.	1	0
Sum. sch./homebound	0	1
Workday/year	1	0
Class size	1	0
Leaves	3	3
Dues deduction	0	1
Grievance	1	0
Miscellaneous	2	2
Subtotal	12	9

LITCHFIELD

Salary	1	0
Salary scale	1	0
Medical ins.	1	0
Extracurricular	0	1
Athletic	1	0
Sum. sch./homebound	0	1
Early retirement	1	0
Subtotal	5	2

BLOOMFIELD

Reduction/recall	1	0
Dues deduction	0	1
Subtotal	1	1

EAST HADDAM

Workday/year	0	1
Dues deduction	1	0
Subtotal	1	1

HADDAM KILLINGWORTH**Stipulated Agreement****AMITY**

Salary	1	0
Dept. head/Co-or.	0	1
Subtotal	1	1

REGIONAL DISTRICT #13

Salary scale	0	1
Subtotal	0	1

GLASTONBURY

Salary	1	0
Duration	1	0
Subtotal	2	0

ORANGE

Salary	0	1
Salary scale	0	1
Medical ins.	1	0
Subtotal	1	2

BRANFORD

Salary	0	1
Subtotal	0	1

ANSONIA**Stipulated Agreement**

ARBITRATION DECISIONS
1981 - 1982

<u>Town</u>	<u>Issue</u>	<u>Board</u>	<u>Association</u>
STRATFORD			
		Stipulated Agreement	
WESTON			
		Stipulated Agreement	
WOODBIDGE			
	Salary	2	Ø
	Salary scale	Ø	1
	Sum. sch./homebound	Ø	1
	Evaluations	Ø	1
	Leaves	1	Ø
	Reduction/recall	Ø	1
	Dues deduction	Ø	1
	Subtotal	3	5
MERIDEN			
	Salary	1	Ø
	Extracurricular	Ø	1
	Athletic	1	Ø
	Dept. head/Co-or.	Ø	1
	Longevity	Ø	1
	Subtotal	2	3
MILFORD			
	Salary	Ø	2
	Subtotal	Ø	2
GUILFORD			
		Stipulated Agreement	

WILTON**Stipulated Agreement****PLAINVILLE**

Medical ins.	1	3
Dental ins.	0	1
Life ins.	1	0
Extracurricular	1	1
Athletic	1	1
Dept. head/Co-or.	3	0
Sum. sch./homebound	1	0
Longevity	1	0
Curriculum	1	0
Miscellaneous	0	1
Subtotal	10	7

MANCHESTER

Salary	0	2
Dental ins.	1	0
Dues deduction	0	1
Subtotal	1	3

BRANFORD

Salary	0	2
Medical ins.	1	1
Life ins.	0	1
Severance pay	0	1
Workday/year	0	1
Leaves	2	0
Reduction/recall	1	0
Duration	0	1
Dues deduction	0	1
Miscellaneous	1	0
Subtotal	5	8

MONROE**Stipulated Agreement**

REDDING

Salary	0	3
Salary scale	1	0
Dental ins.	1	0
Athletic	0	3
Sum. sch./homebound	0	1
Duration	1	0
Miscellaneous	1	1
Subtotal	4	8

NEWTOWN

Salary	0	1
Subtotal	0	1

DARIEN

Sum. sch./homebound	1	0
Assignments	2	1
Evaluations	0	2
Leaves	1	0
Reduction/recall	0	8
Dues deduction	0	2
Miscellaneous	4	2
Subtotal	8	15

ENFIELD

Salary	1	0
Subtotal	1	0

GRISWOLD

Salary	0	2
Extracurricular	2	0
Workday/year	1	2
Subtotal	3	4

TORRINGTON

Salary	0	2
--------	---	---

Medical ins.	2	0
Extracurricular	1	0
Athletic	1	0
Severance pay	1	0
Dept. head/Co-or.	1	0
Assignments	1	0
Workday/year	1	0
Reduction/recall	1	0
Duration	0	1
Dues deduction	0	1
Miscellaneous	1	0
Subtotal	10	4

SOMERS

Salary	0	1
Medical ins.	5	0
Dental ins.	1	0
Workday/year	1	0
Leaves	2	3
Dues deduction	0	1
Subtotal	9	5

WILLINGTON

Salary	0	1
Medical ins.	1	0
Dental ins.	1	0
Subtotal	2	1

NEWINGTON

Salary	0	1
Workday/year	2	2
Miscellaneous	2	0
Subtotal	4	3

ELLINGTON

Class size	1	0
Subtotal	1	0

EAST WINDSOR

Salary	2	0
Medical ins.	1	1
Dental ins.	1	0
Life ins.	1	0
Extracurricular	1	0
Reduction/recall	0	2
Duration	0	1
Subtotal	6	4

NEW HAVEN**Stipulated Agreement****SUFFIELD**

Salary	0	2
Subtotal	0	2

WATERTOWN

Salary	2	0
Medical ins.	2	0
Longevity	0	1
Duration	1	0
Subtotal	5	1

NAUGATUCK

Medical ins.	1	0
Workday/year	3	0
Leaves	0	5
Dues deduction	1	1
Miscellaneous	1	0
Subtotal	6	6

JOEL BARLOW

Salary	0	1
Dept. head/Co-or.	2	0
Sum. sch./homebound	1	0

Subtotal	3	1
----------	---	---

HARTFORD**Stipulated Agreement****WATERBURY**

Extracurricular	0	1
Leaves	1	2
Dues deduction	0	1
Miscellaneous	1	1
Subtotal	2	5

REGION #16

Class size	1	0
Leaves	1	0
Dues deduction	0	2
Subtotal	2	2

ANSONIA**Stipulated Agreement**

ARBITRATION DECISIONS
1982 - 1983

<u>Issue</u>	<u>Board</u>	<u>Association</u>
--------------	--------------	--------------------

SEYMOUR**Stipulated Agreement****NORWALK**

Salary	0	2
Salary scale	1	0
Medical ins.	2	0
Dental ins.	0	2
Life ins.	0	1

Extracurricular	1	1
Severance pay	1	0
Sum. sch./homebound	1	1
Subtotal	6	7

TRUMBALL

Salary	0	3
Subtotal	0	3

BROOKFIELD

Salary	0	1
Salary scale	8	6
Medical ins.	4	2
Dental ins.	1	0
Life ins.	1	0
Extracurricular	0	1
Sum. sch./homebound	1	0
Early retirement	1	0
Longevity	1	0
Workday/year	1	0
Subtotal	18	10

SHELTON

Salary	1	0
Salary scale	0	1
Medical ins.	0	1
Dental ins.	0	1
Life ins.	1	0
Dept. head/Co-or.	1	1
Early retirement	2	2
Longevity	0	1
Workday/year	4	4
Class size	1	0
Leaves	2	0
Miscellaneous	0	2
Subtotal	12	13

EAST HAVEN

Salary	0	1
Salary scale	1	0

Dental ins.	1	0
Extracurricular	0	1
Athletic	1	1
Severance pay	1	0
Early retirement	1	0
Assignments	0	1
Workday/year	5	3
Class size	1	0
Leaves	2	7
Reduction/recall	1	3
Duration	0	1
Grievance	0	1
Miscellaneous	1	1
Subtotal	15	20

MERIDEN

Salary	0	2
Dues deduction	1	0
Subtotal	1	2

NEW MILFORD

Salary	2	0
Extracurricular	1/2	0
Athletic	1/2	0
Dept. head/Co-or.	1	2
Sum. sch./homebound	2	3
Workday/year	0	2
Subtotal	6	7

MADISON

Salary	0	2
Salary scale	0	2
Medical ins.	0	2
Dental ins.	0	1
Subtotal	0	7

NORTH STONINGTON

Salary	0	1
Salary scale	0	1
Duration	1	0

Subtotal	1	2
----------	---	---

PLAINVILLE

Salary	Ø	2
Medical ins.	1	2
Extracurricular	1	Ø
Workday/year	3	2
Leaves	Ø	1
Reduction/recall	Ø	1
Dues deduction	Ø	1
Subtotal	5	9

DANBURY

Salary	Ø	2
Medical ins.	1	4
Dental ins.	Ø	1
Life ins.	1	Ø
Extracurricular	1	Ø
Athletic	1	1
Dept. head/Co-or.	1	Ø
Sum. sch./homebound	2	Ø
Assignments	Ø	2
Workday/year	1	Ø
Miscellaneous	1	Ø
Subtotal	9	1Ø

WOODSTOCK ACADEMY

Stipulated Agreement

EASTON

Stipulated Agreement

DERBY

Grievance	Ø	1
Subtotal	Ø	1

WOODSTOCK

Salary	1	1
Medical ins.	1	0
Longevity	1	0
Dues deduction	0	1
Subtotal	3	2

VERNON

Salary	0	2
Salary scale	0	2
Medical ins.	2	1
Dental ins.	1	0
Life ins.	1	0
Athletic	0	1
Longevity	1	0
Leaves	1	0
Reduction/recall	1	0
Duration	0	1
Dues deduction	0	1
Miscellaneous	2	0
Subtotal	9	8

NEW CANAAN**Stipulated Agreement****CLINTON**

Salary	0	2
Workday/year	2	0
Leaves	1	0
Miscellaneous	1	0
Subtotal	4	2

CANTON

Salary	0	1
Medical ins.	1	0
Dental ins.	1	0
Extracurricular	1/2	0
Athletic	1	1
Dept. head/Co-or.	1/2	0
Early retirement	1	0
Leaves	1	0

Miscellaneous	1	0
Subtotal	7	2

BRIDGEPORT

Salary	1	2
Medical ins.	7	2
Dental ins.	3	0
Extracurricular	3	0
Athletic	2	1
Sum. sch./homebound	3	1
Longevity	1	2
Evaluations	1	0
Workday/year	2	2
Class size	3	0
Miscellaneous	1	3
Subtotal	27	14

COOPERATIVE SPECIAL SERVICES CENTER

Stipulated Agreement

WILTON

Salary	0	2
Subtotal	0	2

EAST HARTFORD

Stipulated Agreement

RIDGEFIELD

Salary	1	2
Salary scale	0	1
Medical ins.	3	6
Dental ins.	1	3
Life ins.	1	0
Dept. head/Co-or.	4	0
Early retirement	1	0
Longevity	1	1
Workday/year	1	0
Class size	3	0
Leaves	0	4

Reduction/recall	4	2
Grievance	0	2
Miscellaneous	1	0
Subtotal	21	21

WINDHAM

Salary	0	1
Subtotal	0	1

SOMERS

Salary	0	1
Salary scale	1	0
Medical ins.	6	1
Dental ins.	2	0
Extracurricular	1/2	0
Athletic	1/2	0
Subtotal	10	2

COLCHESTER

Salary	0	1
Subtotal	0	1

WETHERSFIELD

Salary	0	2
Salary scale	2	0
Medical ins.	1	0
Dental ins.	1	0
Early retirement	0	1
Reduction/recall	2	1
Duration	1	0
Grievance	1	0
Subtotal	8	4

GUILFORD

Stipulated Agreement

EAST HADDAM**Stipulated Agreement****BLOOMFIELD**

Salary	Ø	2
Salary scale	2	Ø
Extracurricular	2	Ø
Athletic	2	Ø
Sum. sch./homebound	1	3
Early retirement	1	Ø
Longevity	2	Ø
Evaluations	2	Ø
Workday/year	2	2
Reduction/recall	1	Ø
Grievance	1	2
Miscellaneous	6	2
Subtotal	21	11

NORWICH FREE ACADEMY

Salary	1	1
Dental ins.	Ø	2
Life ins.	2	Ø
Early retirement	1	Ø
Dues deduction	Ø	1
Grievance	1	1
Subtotal	5	5

AVON

Salary	2	Ø
Salary scale	Ø	1
Medical ins.	Ø	1
Dept. head/Co-or.	1	Ø
Workday/year	1	Ø
Dues deduction	2	Ø
Miscellaneous	2	Ø
Subtotal	8	2

HADDAM - KILLINGWORTH

Salary	Ø	1
Medical ins.	Ø	1-1/2

Dental ins.	0	1/2
Workday/year	1	0
Subtotal	1	3

JOEL BARLOW

Salary	2	2
Salary scale	1	0
Medical ins.	3	4
Extracurricular	11	0
Athletic	1	2
Dept. head/Co-or.	6	1
Sum. sch./homebound	1	1
Longevity	1	0
Assignments	1	1
Workday/year	2	2
Leaves	3	2
Reduction/recall	3	8
Grievance	0	1
Miscellaneous	4	3
Subtotal	39	27

WOLCOTT

Salary	0	1
Extracurricular	1/2	0
Athletic	1/2	0
Subtotal	1	1

ARBITRATION DECISIONS
1983 - 1984

<u>Town</u>	<u>Issue</u>	<u>Board</u>	<u>Association</u>
-------------	--------------	--------------	--------------------

MERIDEN

Medical ins.	0	1
Subtotal	0	1

BERLIN

Salary	0	3
Salary scale	0	4
Medical ins.	0	1
Dental ins.	1	0
Extracurricular	3	0
Workday/year	2	0
Leaves	2	1
Reduction/recall	0	1
Duration	0	1
Dues deduction	1	0
Grievance	0	1
Miscellaneous	3	0
Subtotal	12	12

STRATFORD

Salary	0	2
Medical ins.	2	0
Dental ins.	4	0
Life ins.	1	0
Longevity	1	0
Workday/year	0	1
Class size	1	0
Curriculum	1	0
Miscellaneous	2	0
Subtotal	12	3

BROOKFIELD

Stipulated Agreement

MILFORD

Stipulated Agreement

NORTH STONINGTON

Salary scale	0	1
Subtotal	0	1

NAUGATUCK

Salary	0	2
Medical ins.	1	0

Extracurricular	Ø	2
Athletic	Ø	2
Subtotal	1	6

DANBURY

Salary	Ø	2
Subtotal	Ø	2

NORTH HAVEN**Stipulated Agreement****NEW MILFORD**

Salary	2	Ø
Salary scale	Ø	1
Extracurricular	Ø	1
Dept. head/Co-or.	1	3
Sum. sch./homebound	Ø	4
Early retirement	1	Ø
Longevity	1	Ø
Workday/year	3	1
Leaves	1	Ø
Subtotal	9	10

NEW BRITAIN**Stipulated Agreement****EAST WINDSOR**

Salary	Ø	2
Extracurricular	1	Ø
Dept. head/Co-or.	1	Ø
Miscellaneous	2	Ø
Subtotal	4	2

MANCHESTER

Salary	2	Ø
Medical ins.	Ø	2

Subtotal	2	2
----------	---	---

BRANFORD

Salary	0	6
Salary scale	0	2
Extracurricular	2	0
Athletic	1	0
Dept. head/Co-or.	6	0
Sum. sch./homebound	3	0
Longevity	2	0
Subtotal	14	8

COLEBROOK

Salary	0	2
Subtotal	0	2

WINDHAM

Stipulated Agreement

FAIRFIELD

Salary	0	2
Leaves	1	0
Miscellaneous	0	1
Subtotal	1	3

NORTH BRANDORD

Workday/year	6	6
Subtotal	6	6

TORRINGTON

Salary	0	2
Salary scale	1	0
Medical ins.	0	2
Extracurricular	2	0
Athletic	1	0

Severance pay	1	0
Evaluations	0	1
Workday/year	1	0
Miscellaneous	0	1
Subtotal	6	6

SUFFIELD

Salary	0	1
Extracurricular	1	0
Miscellaneous	0	2
Subtotal	1	3

NORWICH

Stipulated Agreement

NEW HAVEN

Stipulated Agreement

WOLCOTT

Salary	3	0
Salary scale	0	1
Medical ins.	1	0
Extracurricular	1	0
Athletic	1	0
Dept. head/Co-or.	1	0
Assignments	2	0
Workday/year	3	0
Duration	1	0
Miscellaneous	1	1
Subtotal	14	2

ARBITRATION DECISIONS
1984 - 1985

<u>Town</u>	<u>Issue</u>	<u>Board</u>	<u>Association</u>
-------------	--------------	--------------	--------------------

NORWALK

Stipulated Agreement

MERIDEN

Salary scale	1	0
Extracurricular	0	1
Athletic	0	1
Subtotal	1	2

MADISON

Salary	0	1
Medical ins.	2	0
Subtotal	2	1

CLINTON

Salary	0	2
Salary scale	3	1
Longevity	1	0
Workday/year	1	1
Subtotal	5	4

SOUTHINGTON

Stipulated Agreement

EAST HARTFORD

Stipulated Agreement

WILTON

Stipulated Agreement

CHESHIRE

Salary	0	2
Medical ins.	4	1
Assignments	1	0
Workday/year	0	3

Miscellaneous	Ø	1
Subtotal	5	7

NEW CANAAN

Salary	Ø	4
Salary scale	Ø	2
Medical ins.	2	3
Dental ins.	Ø	1
Life ins.	1	Ø
Early retirement	2	Ø
Longevity	Ø	2
Workday/year	1	1
Dues deduction	Ø	2
Miscellaneous	1	Ø
Subtotal	7	15

KILLINGLY

Stipulated Agreement

SHARED SERVICES

Stipulated Agreement

THOMASTON

Salary scale	1	Ø
Longevity	1	Ø
Assignments	4	Ø
Workday/year	2	2
Leaves	Ø	1
Dues deductions	Ø	1
Miscellaneous	6	2
Subtotal	14	6

OLD SAYBROOK

Salary	Ø	1
Subtotal	Ø	1

BARKHAMSTED

Salary	2	0
Dental ins.	0	1
Longevity	1	0
Subtotal	3	1

NEW BRITAIN

Salary	0	1
Subtotal	0	1

WINCHESTER

Salary	0	2
Medical ins.	0	1
Extracurricular	0	1
Athletic	0	1
Sum. sch./homebound	0	1
Early retirement	0	1
Longevity	1	0
Workday/year	3	1
Miscellaneous	1	0
Subtotal	5	8

DARIEN

Salary	1	2
Medical ins.	3	7
Dental ins.	0	2
Duration	0	1
Subtotal	4	12

EAST HAMPTON

Stipulated Agreement

CO-OPERATIVE SPECIAL SERVICES CENTER

Evaluations	0	1
Workday/year	0	2
Subtotal	0	3

WETHERSFIELD

Salary	1	0
Medical ins.	1	1
Dental ins.	0	1
Life ins.	0	1
Early retirement	1	0
Assignments	1	0
Workday/year	1	0
Class size	1	0
Reduction and recall	1	0
Duration	0	1
Subtotal	7	4

GUILFORD

Salary	0	1
Salary scale	1	0
Dept. head/Co-or.	1	1
Subtotal	2	2

SUFFIELD

Salary	0	2
Salary scale	2	1
Athletic	2	1
Dept. head/Co-or.	1	0
Subtotal	6	5

HARTFORD**Stipulated Agreement****OXFORD**

Salary scale	0	2
Subtotal	0	2

WATERBURY

Salary	0	3
--------	---	---

Salary scale	1	1
Extracurricular	0	2
Early retirement	4	0
Longevity	1	0
Evaluations	0	1
Workday/year	8	0
Class size	10	1
Leaves	4	1
Reduction/recall	1	1
Miscellaneous	3	6
Subtotal	32	16

NORWICH FREE ACADEMY

Salary	0	3
Subtotal	0	3

MONTVILLE

Salary	0	1
Subtotal	0	1

ANSONIA

Stipulated Agreement

Reference List

- Anderson, A. (1969). Compulsory arbitration under state statutes. Industrial and Labor Review, 22, 531.
- Bacharach, S. B. & Lawler, E. J. (1981). Power and tactics in bargaining. Industrial and Labor Relations Review, 34, 219-233.
- Bernstein, I. (1947). Recent legislative developments affecting mediation and arbitration. Industrial and Labor Relations Review, 1, 406-420.
- Bloom, D. E. (1981). Is arbitration really compatible with bargaining? Industrial Relations, 20, 233-244.
- Celentano, J. M. & Williamson, L. A. (1985). Primer on educator collective bargaining in Connecticut. Connecticut Law Review, 17, 307-363.
- Chauhan, D. S. (1979). The political and legal issues of binding arbitration in government. Monthly Labor Review, 102, 35-41.
- Compton-Forbes, P. (1984). Interest arbitration hasn't worked well in the public sector. Personnel Administrator, 29, 99-104.
- Cocoran, K. J., and Kutell, D. (1978). Binding arbitration laws for state and municipal workers. Monthly Labor Review, 101, 36-39.
- Delaney, J. T. (1983). Strikes, arbitration, and

teacher salaries: a behavioral analysis.

Industrial and Labor Relations Review, 36,
431-446.

Delaney, J. T. & Feuille, P. (1982). Bargaining,
arbitration and police wages. Proceedings of the
Thirty-fifth Annual Meeting, Industrial Relations
Research Association, New York City, N. Y.:

Madison, Wisconsin: IRRA.

Dennis, B., & Somers, G. (Eds.) (1973). Arbitration of
interest disputes. Proceedings of the Twenty-Sixth
Annual Meeting, National Academy of Arbitrators,
Washington, DC: The Bureau of National Affairs Inc.

Dunham, R. E. (1976). Interest arbitration in non-
federal public employment. The Arbitration Journal,
31, 45-57.

Farber, H. S. & Katz, H. C. (1979). Interest
arbitration, outcomes and the incentive to bargain.
Industrial and Labor Relations Review, 33, 55-63.

Feuille, P. (1977). Final offer arbitration and
negotiating incentives. The Arbitration Journal,
32, 203-220.

Feuille, P. (1979). Selected benefits and costs of
compulsory arbitration. Industrial and Labor
Relations Review, 33, 30-36.

Finkleman, J. (1971). Address to the Second Bi-
National Conference on Collective Bargaining

- in Federal Public Service, AFL-CIO and CLC,
Detroit, Michigan: unpublished.
- Gallagher, D. G. (1978). Interest arbitration under the Iowa Public Employment Relations Act. The Arbitration Journal, 33, 30-36.
- Gallagher, D. G. (1982). The use of interest arbitration in the public sector. Labor Law Journal, 33, 501-507.
- Gallagher, D. G. & Chaubey, M. D. (1982). Impasse behavior and tri-offer arbitration in Iowa. Industrial Relations, 21, 129-148.
- Gallagher, D. G., & Pegnetter, R. (1979). Impasse resolution under the Iowa multistep procedure. Industrial and Labor Relations Review, 3, 327-338.
- Greer, C. R. (1978). Public sector bargaining legislation and strikes: A case study. Labor Law Journal, 29, 241-247.
- Holden, L. T. (1976). Final-offer arbitration in Massachusetts: One year later. The Arbitration Journal, 31, 26-35.
- Horton, R. D. (1975). Arbitration, arbitrators, and the public interest. Industrial and Labor Relations Review, 28, 497-507.
- Houseman, K. A. (1973). Compulsory arbitration in the public sector: Constitutionality and enforcement

- issues. Public Personnel Management, 2, 194-199.
- Johnson, R. (1983). Interest arbitration examined. Personnel Administrator, 28, 53-57.
- Kochan, T. A., Ehrenberg, R. G., Baderschneider, J., Jick, T., & Mironi, M. (1977). An evaluation of impasse procedures for police and firefighters in New York State. Ithaca, New York:
- Kochan, T. A. & Wheeler, H. N. (1975). Municipal collective bargaining: A model and analysis of bargaining outcomes. Industrial and Labor Relations Review, 29, 46-66.
- Kuhn, A. (1952). Arbitration in transit: An evaluation of wage criteria, Philadelphia: University of Pennsylvania Press.
- Labor Management Relations Act, U. S. C. ss 29-141-187 (1970).
- Lipsky, D. B., & Drotning, J. E. (1977). The relation between teacher salaries and the use of impasse procedures under New York's Taylor Law: 1968-1972. Journal of Collective Negotiations in the Public Sector, 6, 229-244.
- Long, G. & Feuille, P. (1974). Final-offer arbitration: "Sudden death" in Eugene. Industrial and Labor Relations Review, 27, 186-203.
- Lowenberg, J. J. (1971). Compulsory binding arbitration

- in state and local governments within the United States. In Proceedings of the International Symposium on Public Employment Labor Relations pp. 140-151. New York, New York: New York State Public Employment Labor Relations Board.
- Luce, D. R. & Raiffa, H. (1957). Games and Decisions. New York: John Wiley and Sons.
- Mann, L. L. (1981). Compulsory binding-interest arbitration in Connecticut. Phi Delta Kappan, 63, 248-249.
- McAvoy, J. Z. (1972). Binding arbitration of contract terms: A new approach to the resolution of disputes in the public sector. Columbia Law Review, 72, 1192-1213.
- McKelvey, J. (1969). Fact finding: Promise or illusion. Industrial and Labor Relations Review, 22, 531.
- Morris, C. J. (1976). The role of interest arbitration in a collective bargaining system. Industrial Relations Law Journal, 1, 427-531.
- Murphy, J. B., Fleming, T., & Broeniman, S. F. (1980). An evaluation of the Wisconsin arbitration statute. Collective Bargaining Quarterly, 3, 77-78.
- Norwalk Teachers' Association v. Board of Education, 138 Conn. 269, 83 A.2d 482 (1951).

- Olson, C. A. (1980). The impact of arbitration on the wages of firefighters. Industrial Relations, 19, 325-339.
- Perry, J. L. (1977). Public policy and public employee strikes. Industrial Relations, 16, 273-282.
- Ponak, A. & Wheeler, H. N. (1980). Choice of procedures in Canada and the United States. Industrial Relations, 19, 292-308.
- Prasow, P. & Peters, E. (1983). Arbitration and collective bargaining conflict resolution in labor relations. New York: McGraw-Hill
- Public Employe [sic] Relations Act, PA Stat. ss 43-1101.101 et seq. (1970).
- Public Act 61 - 562, 1961 Conn. Public Acts 562.
- Public Act 65 - 298, 1965 Conn. Public Acts 298 ss 3.
- Public Act 67 - 752, 1967 Conn. Public Acts 752 ss 1.
- Public Act 69 - 811, 1969 Conn. Public Acts 811 ss 2 (d).
- Public Act 75 - 9, 1975 Conn. Public Acts 9 (Spec. Sess.).
- Public Act 76 - 403, 1976 Conn. Public Acts 403 ss 5.
- Public Act 79 - 405, 1979 Conn. Public Acts 405.
- Public Act 79 - 422, 1979 Conn. Public Acts 422.
- Public Act 83 - 72, 1983 Conn. Public Acts 72. ss 2 (c), (d), 5 (b), (c).
- Public Act 83 - 342, 1983 Conn. Public Acts 342

subdiv. (7) ss (c).

Public Act 84 - 459, 1984 Conn. Public Acts 459

ss 1 (c) (4).

Public Act 85 - 343, 1985 Conn. Public Acts 343.

Public Act 86 - 1, 1986 Conn. Public Acts 1 ss (a).

Public Act 87 - 206, 1987 Conn. Public Acts 206.

Railway Labor Act, U. S. C. ss 45-151-188 (1970).

Rehmus, C. M. (1975). Binding arbitration in the public sector. Monthly Labor Review, 98, 53-56.

Stern, J. L. (1974). Final offer arbitration-initial experience in Wisconsin. Monthly Labor Review, 97, 39-43.

Stern J. L., Rehmus, C. M., Lowenberg, J. J., Kasper, H., & Dennis, B. D., (1975). Final-offer arbitration. Lexington: D.C. Heath.

Walden, C. (1980). Final offer arbitration the Iowa experience. Collective Bargaining Quarterly, 3, 69-73.

Weitzman, J. & Stochaj, J. M. (1980). Attitudes of arbitrators toward final-offer arbitration in New Jersey. The Arbitration Journal, 35, 25-34.

West, R. E. (1980). A perspective on how the Wisconsin arbitration statute is working. Collective Bargaining Quarterly, 3, 76-77.

Wheeler, H. N. (1978). How compulsory arbitration affects compromise activity. Industrial Relations,

17, 80-84.

Wirtz, W. (1963). Address before the National Academy

Arbitrators, Daily Labor Report, 23, F1 - F4.

Wisconsin Municipal Employment Relations Act, WI Stat.

Chap. 178 ss 111.70 et seq. (1977).