

## **EMPLOYEE INVOLVEMENT PROGRAMS AND COLLECTIVE BARGAINING: THE ROLE OF LABOR RELATIONS CLIMATE**

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### **ABSTRACT**

In this article, we examine the inclusion of employee involvement (EI) programs in collective bargaining agreements. After reviewing the importance of both EI and of collective bargaining agreements in American industrial relations, we develop a typology of EI programs and test two competing theories for the inclusion of such programs in contracts. Using data from the Bureau of Labor Statistics archive of collective bargaining agreements and from an original survey of 427 labor and management practitioners, we find that the inclusion of EI programs in collective bargaining agreements is associated with relatively lower levels of trust and cooperation between the parties. Our finding supports other recent research, which suggests, contrary to prior belief, that harmonious labor/management relations are not a necessary prerequisite for the development of EI programs.

### **INTRODUCTION**

In the United States, employee involvement (EI) programs have long been an important and controversial component of industrial relations. Dating back to at

least the Human Relations School of the 1920s [1, 2], EI programs have both been celebrated as an important aspect of workplace rights—in expanding worker voice [3, 4] and condemned as an attack on such rights—in subverting trade unionism [5, 6]. By the end of the twentieth century, however, the sharp positions of the prior decades had blunted. Nissen [7] observes:

Among proponents, a “trust management” perspective receded somewhat as events repeatedly showed that simple trust frequently leads to betrayal and harmful consequences. Among critics a “just say no” perspective likewise receded somewhat as it became clear that this trend toward employee involvement was not a short-term fad that would blow over in a short while.

In the first decade of this century, a more nuanced position has emerged in favor of promoting employee voice in a broad array of enterprise-level issues, while removing EI programs from total management control. Kochan [8] writes:

Employee participation is often the first thing to go when crises arise, either because it is viewed as nice but not essential or because a new executive takes over who carries a command and control managerial style that should have been left behind in the last century. The key, therefore, is to give workers the ability to initiate and sustain a direct voice in the workplace with or without managerial champions.

For nonunion employees in the United States there is currently no broad independent means of initiating or sustaining EI programs without management support. One minor exception is that a small number of states mandate workplace health and safety committees [9]. Otherwise, the United States lacks works council or codetermination laws that, in other countries, function to give workers a formal voice within their workplaces regardless of union status [10].

In the United States, therefore, we must look to collective bargaining as the means by which EI programs become formal, structural components of organizations not dependent solely on the will of employers for their existence. Where collective bargaining exists, a union or employer may include an EI program in its list of bargaining proposals. If agreed to, the EI program would remain part of the relationship until there was a mutual agreement to end it, either through negotiations or neglect. Once in an agreement, an EI program could be enforced through the grievance and arbitration procedures included in most contracts. For example, if an EI program called for a joint committee, but management failed to appoint members, the matter could be handled through the grievance procedure.

In this article we examine the inclusion of EI programs in collective bargaining agreements. Unlike previous research, however, which looks only at the incidence of inclusion [11, 12], we go a step further and, through survey research, explore why EI programs are included in contracts. We take as our starting point both Nissen’s comment about the erosion of the “trust management” attitude of EI supporters and Kochan’s call to have a means of sustaining EI programs with or without management support. In turn, we ask the question: What

role does the labor relations climate play in the inclusion of EI programs in labor agreements? Does the inclusion of such programs reflect high or low levels of trust and cooperation between the parties? Theoretical arguments could be made in either direction. The parties might include EI programs in their contracts to show their commitment to such programs. Using Schein's [13] term, the agreement becomes an "artifact" of organizational culture, reflecting the deeper norms, values, and assumptions of the parties. It is, in a sense, a positive affirmation about the trusting and cooperative nature of the labor/management relationship. On the other hand, including an EI program in a contract may suggest that trust must be guarded. Inclusion comes only when there is less trust and a suspicion that a party is likely to withdraw its support for an EI effort. Hence, with the former perspective, inclusion is likely to occur when trust and cooperation are high and with the latter when they are low. We find strongest support for the latter position.

### MODELS OF EMPLOYEE INVOLVEMENT

Employee involvement is a broad concept capturing a variety of practices that have evolved over time. Applebaum and Batt [14] note that in the 1960s workplace changes often concerned the humanization of work, in the 1970s job satisfaction, and in the 1980s quality and competitiveness. Nissen [7] traces the development of EI programs from the quality of worklife movement of the 1970s, through a shift to team production in the 1980s, through the total quality management efforts of the 1990s, up to concepts of "reengineering or reinventing" the workplace.

If one were to look for a seminal event to explain contemporary interest in EI, it is likely the UAW/GM Lordstown strike of 1970. The strike, at the state-of-the-art Chevrolet Vega-producing plant, was not over wages or benefits, which were relatively good, but concerned the stresses and alienation of assembly line work [15]. The Lordstown strike led to, among other things, congressional hearings, a *Time* magazine cover story entitled "The Blue Collar Worker's Lowdown Blues" and greater attention paid, in general, to the quality of worklife [16].

In this environment, Congress lent its support to EI programs through the Labor Management Cooperation Act (LMCA) of 1978, the purpose of which was to improve labor/management communications and foster joint approaches to decision-making. The framers of the LMCA hoped that it would "enhance the involvement of workers in making decisions that affect their working lives" and "expand and improve working relationships between workers and managers" [17]. As the committee report accompanying the legislation suggests, Congress believed that labor/management committees "can do much to enlarge the community of interests between workers and management and can be a useful forum for addressing work-related problems, such as alcoholism, work hazards and production bottlenecks, and for improving communication by establishing ongoing dialog" [18].

EI programs received renewed attention in the early-1980s when, during a period of deep economic recession and massive deindustrialization, the Japanese management model was presented as a possible alternative for American industry. Popular writers such as Ouchi [19] and Halberstam [20] took special note of Japan's employer-friendly, enterprise-level unionism combined with high levels of employee participation, particularly around quality issues. American manufacturers began to experiment with quality circles and other such initiatives with the goal of continuous improvement and zero defects. Many of these efforts continue today as part of the system of lean production [21].

Finally, the National Labor Relations Board's 1992 *Electromation* [22] decision fueled the discussion once again. In the case, the Board ruled that an EI committee created by management at a firm facing a union organizing drive violated the National Labor Relations Act's (NLRA) proscriptions against employer-dominated labor organizations. The decision prompted Congress to pass the TEAM Act, which would have changed the NLRA's definition of labor organization and relaxed provisions concerning company unions. Although President Clinton vetoed the measure, the attention renewed a focus on EI programs. The Dunlop Commission, established to examine the state of U.S. industrial relations, recommended efforts at fostering labor/management innovations [23], as did a companion commission created to focus on the public sector [24]. As a result, scholars began asking new questions about what workers wanted and if the NLRA allowed for the most effective forms of worker representation [25, 26].

What this history shows is that EI is not a monolithic term, but describes a variety of practices (with varying degrees of actual employee involvement). To make the task of examining EI understandable, we distinguish the various types of programs [27, 28]. Based, in part, on the work of Cotton et al. [27] and Dachler and Wilpert [29], we identify four types of EI programs: 1) representative involvement, 2) direct involvement, 3) financial involvement, and 4) substantive involvement.

Representative involvement programs allow workers to participate through others who are elected or appointed to speak for them. These committees can be narrowly or broadly focused and provide a means for dialogue between labor and management. Examples of narrowly focused representative involvement programs include health and safety committees and training committees. General labor/management committees would be an example of a broadly focused representative involvement committee.

Direct involvement programs usually involve face-to-face activities, such as group meetings. Direct involvement programs are typically narrow in scope and off-line—that is, not explicitly linked to work processes. Thus, these initiatives are self-contained and do not correspond with major changes in organizational structure or procedures [28]. Examples of direct involvement programs include suggestion systems, quality circles, and quality of worklife initiatives.

Financial involvement programs link participation to compensation. Examples of financial involvement programs include gain-sharing programs, such as Scanlon plans, as well as employee stock ownership plans (ESOPs).

Substantive involvement programs require on-line worker participation, integration with work processes, and changes in organizational structures and procedures. Examples of substantive programs include team-based work systems, cellular manufacturing, and other work redesign initiatives.

### **THE ROLE OF COLLECTIVE BARGAINING AGREEMENTS**

The passage of the NLRA in 1935 began a new era in American industrial relations [30]. Whether the NLRA has served its purpose is debatable [31], but its overriding intent was to eliminate “obstructions to the free flow of commerce . . . by encouraging the practice and procedure of collective bargaining . . .” [32]. One result was to focus workers’ collective action more strongly on formal collective bargaining than on other aspects of unionism. The notion that individuals would join together for mutual aid and protection (i.e., the benefits that workers could provide one another) or general political advancement (through, say, a labor party) largely gave way to bargaining with the employer over the terms and conditions of employment, and reducing those terms to a written contract [30, 33]. In the public sector (at least at the federal level), the importance of the collective bargaining agreement was noted just a few years ago by a federal court. In enjoining the personnel rules of the Department of Homeland Security as violating employees’ bargaining rights, Judge Rosemary Collyer wrote [34]: “The parties disagree on the necessary attributes of ‘collective bargaining.’ However, collective bargaining has at least one irreducible minimum that is missing from the HR system: a binding contract.”

We believe, in light of the importance of collective bargaining agreements in American labor relations, and the fact that the Bureau of National Affairs reported some time ago that 57% of labor contracts [35] include EI provisions, that there is a significant research gap examining why EI programs are including in labor contracts. Including an EI provision in a labor contract potentially accomplishes several things. First, as discussed above, using contract language helps assure the continuation of an EI program; once a program is included future bargainers would have to agree in order to remove it from the contract. Contract language also makes the matter enforceable through grievance and arbitration procedures. In addition, individuals can refer to the contract as a way of understanding their roles and responsibilities, since the boundaries between management prerogatives and employee rights are outlined. Further, the ratification of contracts by members is required under the by-laws of most unions; therefore, workers formally assent to the terms of an agreement, creating conditions for commitment and compliance.

Finally, through inclusion, the parties may simply come to accept an EI effort as part of organizational life along with pay, benefits, and all other parts of the collective bargaining agreement.

### **THE INCLUSION OF EI PROGRAMS IN COLLECTIVE BARGAINING AGREEMENTS AND LABOR RELATIONS CLIMATE**

From one perspective, including an EI program in a labor agreement suggests a more trusting and harmonious labor/management relationship, with the formalization of cooperative programs intended to improve firm performance and enrich the relationship even further [36]. This view suggests that when labor/management relations are cooperative the parties may wish to signal to key stakeholders that they are fully committed to a course of action by placing their commitment in a contract. For example, Rubin and Rubin [37] assert that “formalization of collaborative management is required to provide a concrete statement of both labor and management’s long term commitment to collaboration.” They argue that labor/management partnerships should arise when both parties voluntarily recognize deficiencies in the extant collective bargaining relationship and that sustaining a partnership requires incorporating elements of the partnership in the contract. This formalization increases the legitimacy of the effort and brings resources and further participation from stakeholders. The Saturn Corporation and the contract between the UAW and General Motors exemplified this perspective in the way that the original partnership agreement sent key signals to various stakeholders and resulted in the development of a unique communication and coordination network involving bargaining unit and non-bargaining unit employees [38].

The alternative perspective is that the inclusion of an EI program in a collective bargaining agreement is unnecessary when the labor/management climate is characterized by cooperation and trust [39]. That is, when such virtues exist in a relationship, there is no need to create detailed rules for the workplace, the parties can simply work things out in the normal course of business. The contract itself is a living agreement [40] and a positive climate allows for ongoing dialogue, flexibility, and adaptation. When the labor/management relationship is contentious, one or both parties may wish to constrain flexibility by having a specific written rule. The parties may believe that a contractual enforcement mechanism is necessary to attain compliance. For example, the adoption of modern operating agreements, which emphasize substantive employee involvement initiatives, came about in a context of cooperative relations at the national level but contentious labor/management relations at many local levels [41]. In the public sector, Masters, Albright, and Eplion [42] found that successful labor/management partnerships can occur when there is a contentious labor/management climate

if cooperation is mandated. Explicit contract language is also viewed as a means to constrain or limit the discretionary behavior of the parties. For example, workers and managers in participation groups would be constrained from proposing procedures that violate the collective bargaining agreement.

### HYPOTHESES

Recalling that we developed a four item typology of EI, we now develop separate hypotheses for each of the types.

Hypothesis 1. Most representative involvement programs will be included in collective bargaining agreements.

Hypothesis 1a. The inclusion of representative involvement programs in collective bargaining agreements will be associated with relatively lower levels of trust and cooperation between labor and management.

Under the NLRA and most public sector statutes, a union, once certified, is the exclusive representative of employees for the purposes of bargaining wages, hours, and terms and conditions of employment. We believe that a union is unlikely to tolerate other representative bodies in the workplace that deal with employment matters unless the prerogatives of such bodies and parameters of the issues with which they may deal are clearly defined. This is likely to be more of an issue for unions than for employers, although it is possible that employers would also like to have a clear definition of the purposes and power of representative involvement programs, so that management rights may be protected. For these reasons, we would also expect that the inclusion of representative involvement programs in collective bargaining agreements is associated with relatively lower levels of trust and cooperation.

Hypothesis 2. Most direct involvement programs will be included in collective bargaining agreements.

Hypothesis 2a. The inclusion of direct involvement programs in collective bargaining agreements will be associated with relatively higher levels of trust and cooperation between labor and management.

While formal representation is not an issue with direct involvement programs, they are, nonetheless, designed to surface employee voice. Therefore, we expect that both unions and employers would want to have some clear statement as to role of that voice—for example, is it determinative or strictly advisory? This statement may, however, simply be included in the ground rules of a program and not included in a collective bargaining agreement. While we hypothesize that most direct involvement programs will be included in collective bargaining agreements, we are more equivocal about this hypothesis than the hypothesis concerning

representative programs. A further difference is that we believe that when direct involvement programs are included in contracts, it is more likely to be because the parties wish to say something about the culture of the organization (e.g., that direct employee input is welcome), and, therefore, will be associated with relatively higher levels of trust and cooperation.

Hypothesis 3. Most financial involvement programs will be included in collective bargaining agreements.

Hypothesis 3a. The inclusion of financial involvement programs in collective bargaining agreements will be associated with relatively lower levels of trust and cooperation between labor and management.

Financial involvement programs tie directly to employee compensation, which is clearly a union bargaining prerogative, and, therefore, likely to be included in the contract. One mitigating fact is that such programs may actually be governed by separate agreements (e.g., Taft-Hartley trust fund agreements) rather than actual collective bargaining agreements. We believe that inclusion in collective bargaining agreements would be associated with relatively lower levels of trust and cooperation.

Hypothesis 4. Most substantive involvement programs will not be included in collective bargaining agreements.

Hypothesis 4a. The inclusion of substantive involvement programs in collective bargaining agreements will be associated with relatively lower levels of trust and cooperation between labor and management.

Substantive involvement programs are closely tied to work processes rather than employment matters (e.g., reengineering an assembly line into work teams). Therefore, it is likely that the employer's right to alter work practices would already be allowed under the management's rights clause included in most collective bargaining agreements. Additional contract language, in most circumstances, would not be required. Where there is such contract language, it is likely because there are lower levels of trust and cooperation between labor and management.

## **DATA AND METHODS**

The data used in this study come from two sources. The first set of data is drawn from the U.S. Bureau of Labor Statistics (BLS) archive of collective bargaining agreements. We analyzed 249 agreements representing a broad mix of industries including: auto, steel, and paper manufacturing; telecommunications; retail; and health services. Our sample accounts for approximately 25% of private sector agreements in the BLS file.



The second data set is derived from a survey of contract signatories (both union and management) of each of the 249 agreements. Of a possible 498 participants, 71 could not be located (39 union and 32 management). Thus 427 surveys were mailed (211 to union officials and 216 to management). In total, 164 usable responses were returned, for a response rate of 38%. We received 88 union and 76 management responses; of these, 29 were matched pairs. Nearly 90% of both union and management respondents identified themselves as high-level officials, such as local union president or director of labor relations. Union respondents averaged 14.6 years of bargaining experience and management 9.8 years.

In the questionnaire we asked respondents to indicate whether various types of EI programs had been implemented. To assess labor/management climate, we used the cooperative relationship values scale of the Quality of Union-Management Relations Instrument [43]. This measure of labor/management climate consisted of 10 items (for example, "union and management trust each other") using a 6-point Likert scale, ranging from strongly disagree (1) to strongly agree (6) and displayed strong reliability ( $\alpha = .96$  and  $.94$  for management and union samples, respectively). Also, participants answered a series of items identifying barriers to EI effectiveness. These items were developed for this study, but are based on prior research [44-46].

## RESULTS

### The Popularity of EI Programs

Among our respondents, representative programs are clearly the most popular (see Figure 1). Although there was some variance between labor and management, approximately 79% of all respondents reported having some type of representative EI program. Least popular were substantive programs, which were reported by only about 42% of respondents. Approximately 70% of all respondents reported having direct involvement programs and about 49% financial involvement programs.

### The Inclusion of EI Programs in Labor Agreements

Representative programs are also most likely to be included in the collective bargaining agreement (see Figure 1). While 79% of respondents reported having representative programs, approximately 55% report including such programs in the contract. Most likely to be implemented but not included are direct involvement programs. Of the 70% of respondents who reported having direct involvement programs, only about 8% include such programs in the contract. Substantive programs, which are used by 42% of respondents, are included by about 15% of respondents and financial involvement programs are used by about 49% of respondent, but included in agreements by only about 7%.

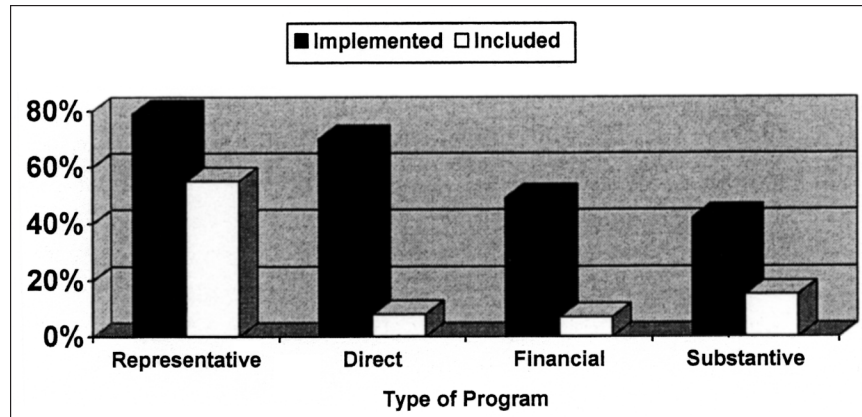


Figure 1. Implementation and inclusion in collective bargaining agreements of EI programs.

Our observations from the contract analysis phase of this research support the respondents' reports. We also found that representative involvement programs were most frequent, having discovered 283 such programs, including 94 health and safety committees, 76 general joint labor/management committees, 49 training and education committees, and 64 miscellaneous committees. Much less frequently included in collective bargaining agreements were substantive involvement programs (37), direct involvement programs (23), and financial involvement programs (16).

### Why EI Programs are Included in Collective Bargaining Agreements

Our results support Hypothesis 1, Hypothesis 1a, and Hypothesis 4 (see Figure 1 and Table 1). Most representative involvement programs are included in collective bargaining agreements, and, when included, are associated with a relatively less trusting and cooperative labor relations climate, at least as reported by union respondents. We reiterate our belief that this is likely because representative programs come closest to duplicating the legal prerogatives of the union as exclusive bargaining representative. Therefore, the union is likely to want to assure that the parameters of the EI program's power are clearly defined in the collective bargaining agreement. And this is particularly true when labor relations are somewhat more contentious.

In Hypothesis 4, we stated that most substantive involvement programs would not be included in agreements. This was found to be true. We restate our belief that substantive involvement programs would generally fall within

Table 1. Labor/Management Climate and Inclusion Status  
(Higher values indicate a more cooperative climate)

El program type and inclusion status	Management ( <i>n</i> = 76)	Union ( <i>n</i> = 88)
1. Representative		
- Included in labor agreement	4.5 (.88)	3.6 (1.1)
- Implemented but not included	4.5 (.68)	4.2 (.70)
- Neither implemented nor included	4.5 (.66)	4.3 (.87)
	<i>F</i> = .02	<i>F</i> = 4.03**
2. Direct		
- Included in labor agreement	4.8 (.94)	3.9 (.88)
- Implemented but not included	4.4 (.80)	4.1 (.80)
- Neither implemented nor included	4.6 (.74)	3.5 (1.4)
	<i>F</i> = .63	<i>F</i> = 2.48
3. Financial		
- Included in labor agreement	4.2 (.73)	4.2 (.43)
- Implemented but not included	4.5 (.67)	3.8 (.98)
- Neither implemented nor included	4.6 (.71)	3.9 (1.1)
	<i>F</i> = .80	<i>F</i> = .27
4. Substantive		
- Included in labor agreement	4.3 (.81)	3.6 (.72)
- Implemented but not included	4.7 (.67)	4.0 (.95)
- Neither implemented nor included	4.4 (.83)	3.9 (1.1)
	<i>F</i> = 1.24	<i>F</i> = .67

\*\**p* < .05

the rights usually given to the employer in a management's rights clause. Most such clauses give the employer the right to direct work and change work processes.

We do not find support for Hypothesis 2 and Hypothesis 3. Contrary to our expectations, most direct involvement programs and financial involvement programs are not included in collective bargaining agreements. Our belief that labor and management would want to include direct involvement programs in contracts to send a signal about the nature of their relationship, simply is not supported by the evidence. As for financial involvement programs, perhaps our findings support our earlier conjecture that such programs, while contractual, are not included in collective bargaining agreements, but are found in trust fund agreements or other separate contracts.

In the results listed in Table 1, labor relations climate appears to play only a minor role in the inclusion of EI programs in collective bargaining agreements, and provide little support for Hypotheses 2a, 3a, and 4a. We find, however, some further evidence of the role of labor/management climate in a series of questions concerning barriers to EI program effectiveness (see Table 2). All the barriers are more important for programs that are included in collective bargaining agreements than those that are not. It is, however, particularly noteworthy that management reports that a lack of commitment by union leaders is a significant barrier to the effectiveness of programs included in contracts while union respondents report that a lack of commitment by middle managers is significant. If the inclusion of EI programs in collective bargaining agreements signaled the formalization of a committed relationship, this result would be unlikely. Several other statistically significant items concern the preparation and training of labor and management for undertaking an EI program. These are mentioned as more important barriers for programs included in collective bargaining agreements. We can think of no simple explanations for this, but formal preparation may be seen as more important when there is a contractual obligation to keep a program going than when a program may be more easily scrapped. Finally, management notes a difficulty in balancing cooperation and contract administration when EI programs are included in contracts. This would clearly not be the case if EI programs were included in collective bargaining agreements as a signal of a cooperative labor relations climate.

## CONCLUSIONS

We started with several observations about EI programs: that they are an important component of American labor relations, that they have been contentious, and that current thought and practice seeks a way to encourage such programs while making their existence dependent on the mutual interests of labor and management. We investigated the role of labor relations climate in making EI programs the product of collective negotiations.

In examining two competing theories, we find more support for the idea that the inclusion of EI programs in collective bargaining agreements is associated with relatively less trust and cooperation in the labor relations climate. We found that this was particularly true from the point of view of union respondents concerning representative participation programs, which come closest to challenging the prerogatives of unions as exclusive bargaining agents.

Our results are consistent with those of a recent national study of union and management lead negotiators, where a positive correlation between the threat of using strike replacements and the inclusion of cooperative programs was found. The authors of that study concluded: "We may have been guilty of a common false assumption that labor-management cooperation is needed for innovative contract language" [47]. The results of our study also suggest that this assumption is false.

Table 2. Barriers to EI Effectiveness by Inclusion Status

Barriers	Management			Union		
	Included in labor agreement	Implemented but not included	t-Value	Included in labor agreement	Implemented but not included	t-Value
1. Lack of trust between union and management	2.23	1.85	1.56	2.62	2.30	1.18
2. Lack of adequate preparation of management for change	2.18	1.85	1.36	2.71	2.04	2.42**
3. Lack of adequate preparation of union leadership for change	2.52	1.93	2.52**	2.12	1.64	1.88*
4. Lack of adequate training for bargaining unit employees	2.11	1.59	2.53**	2.52	2.07	1.61
5. Lack of commitment by upper management	2.20	2.04	.70	2.94	2.52	1.47
6. Lack of commitment by middle management	1.98	1.81	.76	3.06	2.44	2.41**
7. Lack of commitment by union leaders	2.32	1.93	1.79*	1.94	1.60	1.53
8. Difficulty balancing cooperation and contract administration	2.34	1.93	1.77*	2.27	2.28	.04
9. Dissatisfaction with the distribution of program gains	1.70	1.81	.56	2.00	1.71	1.13

Scale: 4 = very important problem, 3 = important problem, 2 = somewhat important problem, 1 = not a problem.  
 \* $p < .05$ , \*\* $p < .10$ .

Ultimately, our conclusion buttresses Nissen's argument that both the "just say no" and the "trust management" attitudes of early times have given way to a more realistic approach [7]. Today, the parties are very willing to experiment with a variety of EI practices, but where labor relations climate is relatively more strained, the collective bargaining agreement becomes a useful tool for defining the nature and scope, and assuring the continuance, of EI programs.

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