2003

The Identification of Collective Bargaining Issues for the Korea Baseball Organization

Jongmi Joo
THE FLORIDA STATE UNIVERSITY
COLLEGE OF EDUCATION

THE IDENTIFICATION OF COLLECTIVE BARGAINING ISSUES FOR
THE KOREA BASEBALL ORGANIZATION

By

JONGMI JOO

A Dissertation submitted to the
Department of Sport Management, Recreation Management, and Physical Education
in partial fulfillment of the
requirements for the degree of
Doctor of Philosophy

Degree Awarded:
Fall Semester, 2003
The members of the Committee approved the dissertation of Jongmi Joo defended on August 25, 2003.

Annie Clement  
Professor Directing Dissertation

David Pargman  
Outside Committee Member

Alvin Stauber  
Outside Committee Member

Tom Ratliffe  
Committee Member

Approved:

Charles Imwold, Chair, Department of Sport Management, Recreation Management, and Physical Education

The Office of Graduate Studies has verified and approved the above named committee members.
Dedicated to

my father, Cheongon Joo, mother, Seonggu Lee,
father in law, Dr. Donghee Choi, and mother in law, Yongjae Kim
ACKNOWLEDGMENTS

This dissertation might never be completed without the help of a number of individuals. I would like to thank Dr. Annie Clement, major professor, whose leadership, understanding, guidance, patience, and friendship have been a constant source of encouragement and motivation.

I offer my sincere thanks to the other members of my committee, Dr. David Pargman, Dr. Alvin Stauber, and Dr. Tom Ratliffe for their excellent suggestions, which were instrumental in the completion of this study. I feel truly blessed to have had such a wonderful committee members.

I would like to thank SooKyeong Cho, SunHee Kim, CheongGyun Kim, and Ian Haigler for your support and friendship.

To my sister, SungSoon Joo, and her husband, MoonGi Jeong I wish to thank you for your support and love.

Finally, to my husband, Dr. Junyoung Choi, and new born son, Jieuk Choi I wish to thank you profusely for your unfailing faith, sacrifice, and support. Thank you for walking through this doctoral process with me. I love you and look forward to the many challenges that lie before us as we continue to journey through life.
# TABLE OF CONTENTS

List of Tables........................................................................................................................................... v
Abstract................................................................................................................................................... viii

1. INTRODUCTION.................................................................................................................................01

   Statement of the Purpose.......................................................................................................................02
   Significance of the Study .......................................................................................................................03
   Research Questions...............................................................................................................................03
   Assumption of the Study.......................................................................................................................04
   Limitations of the Study.......................................................................................................................04
   Definition of Terms...............................................................................................................................04

2. REVIEW OF LITERATURE..................................................................................................................06

   Labor-Management Relations in the United States and Korea .........................................................06
   Labor Movement in the United States and Korea ..............................................................................06
   Labor Legislation in the United States and Korea .............................................................................09
   Collective Bargaining System in the United States and Korea .......................................................15
   Labor-Management Relations in Professional Baseball ... 19
   Labor-Management Relations in the MLB .......................................................................................19
   Labor-Management Relations in the KBO .......................................................................................30

Delphi Method.........................................................................................................................................36

   Definitions of the Delphi Technique .................................................................................................36
   Feature of the Delphi Technique .........................................................................................................37
   Panel Selection .....................................................................................................................................38
   Delphi Procedure .................................................................................................................................39
   Reliability and Validity .........................................................................................................................44
   Strengths and Weaknesses of the Delphi Technique .........................................................................45

3. METHOD...............................................................................................................................................48

   Delphi Technique .................................................................................................................................48
   Selection of Panelists.............................................................................................................................49
   Iterations ................................................................................................................................................53
   Data Collection .....................................................................................................................................57
   Data Analysis ..........................................................................................................................................62

v
LIST OF TABLES

1. History of the American Labor Legislation .................................................................12
2. History of Labor-Management Relations in the Major League Baseball ..............31
3. Size of Panel of Experts at the First Round ..............................................................53
4. Size of Panel of Experts at the Second Round .........................................................56
5. Interquartile Range – Measure of Consensus ............................................................64
6. Median – Measure of Agreement of Acceptance ......................................................64
8. The Relevance of the Collective Bargaining Issues of the MLB in the Collective Bargaining Process of the KBO .................................................................74
9. Ranking of Important Bargaining Issues for KBO .....................................................77
10. Comparisons between 1990 and 1997’s Basic Agreement of MLB .......................78
11. Comparisons between Bargaining Issues of KBO Perceived by Korean Experts and of MLB by Recent Agreements .................................................................83
12. Statistical Summary of Panelists’ Responses to Survey Number One ..................113
13. Ranking of Important Bargaining Issues between the Korean Professional Baseball Players and Clubs ..........................................................116
14. Survey Items Changed after Survey Number One ...............................................127
15. Demographic Characteristics of Panelists after Survey Number Two ...............137
ABSTRACT

The purpose of this study was to identify current collective bargaining issues facing the Korea Baseball Organization (KBO) and, further, to examine these same issues in Major League Baseball (MLB). In order to help the KBO plan for the future, this study was designed to forecast future collective bargaining issues for the KBO, particularly those that may prove important during the next decade. In addition, this study was intended to explore what differences and similarities exist between the forecasts of experts toward bargaining issues of the KBO and the current content of the bargaining agreement of MLB. An understanding of what issues have been addressed by MLB would help the KBO resolve disputes and establish strategies for collective bargaining in the near future.

In order to accomplish the purpose of this study, five research questions were formulated: (a) What do the experts think about the current collective bargaining issues of the Korea Baseball Organization? (b) What do the experts think about the collective bargaining issues of Major League Baseball? (c) What do the experts anticipate about the collective bargaining issues of the Korea Baseball Organization during the next decade? (d) What is the content of the most recent collective bargaining agreements of Major League Baseball? and (e) What differences and similarities exist between the forecast of experts toward bargaining issues of the Korea Baseball Organization and the current content of the bargaining agreement of Major League Baseball?

These five research questions were tested by both the Delphi technique and document analysis. The Delphi technique was used to forecast future collective bargaining issues of the Korea Baseball Organization through the opinions of experts. In conducting the Delphi technique, a survey questionnaire was used as the instrument. Thirty-seven experts, selected by a nominating procedure, responded to the questions. Over the two rounds, the collected data were analyzed by both median and interquartile
range to determine the consensus of expert opinion. Document analysis was used to identify the kinds of issues important in the MLB collective bargaining agreement by analyzing the contents of two recent MLB collective bargaining agreements. The survey results obtained from the Delphi technique were compared with the results of document analysis.

This study found that Korean experts perceived the period of free agency, players’ equipment, and both medical and rehabilitation service as the most important labor-management issues. Most of the experts expected that the various collective bargaining issues of MLB will eventually appear in the bargaining agenda between players and owners of the KBO. It was found that the issues believed most important for the near future were annual salary, pensions, minimum salary, and arbitration. Given that these issues were dealt with by the MLB in the 1970’s, this finding was considered evidence that the labor-management relations of the KBO are about thirty years behind those of the MLB. More recent issues appearing in the MLB agreement of 1997, such as luxury tax, payroll tax, industry growth fund, antitrust, and revenue-sharing plans, were not perceived by Korean experts as important issues, either currently or for the near future.

This finding suggests, therefore, that even though both the KBO and MLB had different collective bargaining foci at the time of the study, the forecasts of the experts related primarily to issues that were important at an earlier period for MLB. This finding provided supporting evidence for the importance of this study, in which the collective bargaining process of MLB can be exemplified as a guideline for the collective bargaining process of KBO. If the path of the collective bargaining process of the KBO more-or-less follows the path of that of MLB, one can reasonably predict the next set of bargaining issues of the KBO by examining the history and strategies of bargaining issues that appeared in MLB.
CHAPTER I
INTRODUCTION

The Korean labor movement arose from fundamentally different social, economic, and political environments than its American counterpart. Industrial capitalism was one of the most important factors in the development of the American labor movement. It produced strong labor organizations capable of dealing with difficult working conditions (Carrell & Heavrin 2001). The Korean labor movement, in contrast, was founded on Japanese colonialism, American military influences, a military coup, and changing governments (Lim, 1976).

During the 1950s, after Korea was released from Japanese colonial rule and the American military government was established in 1945, several basic laws were enacted. The Acts in the area of labor law were heavily influenced by American legislation (Chun, 1982; Song, 1983). Thus, Korea used American labor methods to solve problems, to develop strategies, and to create its laws. One of the most significant adoptions of American labor law has been the use of collective bargaining as an economic mechanism in labor-management relations.

These differently developed labor movements and similarly used labor legislation in each country have influenced not only the development of labor-management relations for the general business, but also for professional sport. Major League Baseball (MLB) was founded in 1903, almost eighty years before the Korea Baseball Organization (KBO) was established in 1982. The Major League Baseball Players Association (MLBPA) of 1954 was established about forty-six years prior to the Korea Professional Baseball Players Association (KPBPA) of 2000. The MLBPA has negotiated eight collective bargaining agreements with owners since 1970, while the KPBPA has yet to negotiate a collective bargaining agreement.

Recently, the KPBPA began its first bargaining session with team owners
following the establishment of the players association. However, at present, neither the players nor the public supports the KPBPA. Also, team owners have made threats to players who are members of the KPBPA. The possibility of success in bargaining between players and owners is negligible. Meanwhile, writers (Chang, 2002; Choi, 2001; Kim, 1999) point out that Korean professional baseball is plagued by serious problems that should be solved. These problems include: (a) the importance of the existence of a players association, (b) the recognition of a players association as a labor union, (c) an agent policy, (d) a free agency system, (e) the elimination of the reserve system, (f) the reduction of entry of foreign players, (g) the improvement of minimum wages, (h) a pension plan, (i) retirement, and (j) insurance.

In the way of developing a labor movement for Korean professional baseball, there exist pros and cons about the overall issues of its labor disputes. This controversy does not seem to be settled easily, due to the conservative and negative perspectives from the players association and the politically unique labor characteristics involved. Thus, it is time to identify specific labor issues of Korean professional baseball, to help them plan for the future, and to make rational decisions.

**Statement of the Purpose**

Given that the Korea Professional Baseball Players Association recently tried to negotiate with team owners, this study was needed to identify current collective bargaining issues facing the Korea Baseball Organization and further to examine these same issues in Major League Baseball. In order to help KBO plan for the future, this study was designed to forecast future collective bargaining issues for the KBO that would be important in the next decade. In addition, this study was to explore what differences and similarities between the forecast of experts toward bargaining issues of the KBO and the current content of the bargaining agreement of MLB exist. An understanding of what issues have been addressed in MLB would help KBO resolve disputes and establish strategies in collective bargaining in the near future.
Significance of the Study

The KPBPA, created in 2000, has only recently begun to deal with labor issues, while the labor movement of the MLBPA was active around forty-six years before the KPBPA. Perhaps because the labor movement of KPBPA is at the initiation, there are no studies identifying current labor issues between Korean baseball players and owners. No studies have been conducted to provide guidance to the Korean baseball players, based on the American experience of collective bargaining, which has been systematically structured by the various conflicts and negotiation over the decades. There are no studies to forecast what collective bargaining issues will probably be dealt with by Korea Baseball Organization in the next few decades.

This study is, therefore, significant because it: (a) investigates the current detailed bargaining issues; (b) enables players and owners to realize their legal standing and the problems inherent in Korean professional baseball; (c) provides some ideas about the issues Korean professional baseball should deal with by examining the experiences of American professional baseball’s negotiations; (d) enables forecasting of future possible issues of collective bargaining; (e) contributes to our knowledge of collective bargaining in the other professional sports as well as baseball; and (f) will provide valuable data for those who will participate in collective bargaining in the future.

Research Questions

Based on the recognition of the problem, purpose, and significance of the study, the following research questions were formulated:

1. What do the experts think about the current collective bargaining issues of the Korea Baseball Organization?
2. What do the experts think about the collective bargaining issues of Major League Baseball?
3. What do the experts anticipate about the collective bargaining issues of the Korea Baseball Organization during the next decade?
4. What is the content of the most recent collective bargaining agreements of Major League Baseball?
5. What differences and similarities exist between the forecast of experts toward bargaining issues of the Korea Baseball Organization and the current content of the bargaining agreement of Major League Baseball?

Assumption of the Study
This study assumes that every expert is interested in and motivated for this study and truthfully answers the questionnaire.

Limitations of the Study
The researcher acknowledges the following limitations and will undertake procedures to minimize their effects: (a) in the process of the identification of experts, this study limits the range of experts to the researcher’s discretion, even though there may be different types of experts who are more knowledgeable about the collective bargaining issues than experts selected for this study; (b) some nuances may be lost due to translation of the survey from English into Korean; and (c) in the process of obtaining ideal alternatives from another country’s experience, this study is limited to only Major League Baseball, which is assumed to have significantly influenced the Korea Baseball Organization.

Definition of Terms
Agent: is a “Person authorized to act on behalf of another, such as a bargaining agent or a business agent” (Shafritz, 1993, p. 11).

Collective bargaining: is defined as the process of continuous relationship between representatives of employees and employers to make promises and to check promises about employment (Barbash, 1980; Carrell & Heavrin, 2001; Champion, 2000; Colosi & Berkeley, 1992; Leslie, 1992; Mabry, 1966; Smith, 1946, Torff, 1953; Windmuller, 1987).

Consensus: refers to the “General agreement, collective opinion, the judgment arrived at by most of those concerned” (Gove, 1981, p. 482).

Delphi: is “A method for the systematic solicitation and collation of judgments on
a particular topic through a set of carefully designed sequential questionnaires interspersed with summarized information and feedback of opinions derived from earlier responses” (Delbecq, Van de Ven, & Gustafson, 1975, p. 10).

**Expert**: refers to “One who has acquired special skill in or knowledge of a particular subject through professional training or practical experience” (Gove, 1981, p. 800).

**Expertise**: refers to a “Specialized skill or technical knowledge: expertness in a particular field, know-how” (Gove, 1981, p. 800).

**Union**: is “a worker’s organization formed to advocate the needs of its members – wages, working conditions, and benefits – through collective bargaining” (Shafritz, 1993, p. 494).
CHAPTER II
REVIEW OF LITERATURE

The first part of this chapter reviews literature related to general labor-management relations in the United States and Korea. The development of labor-management relations was reviewed by comparing and contrasting labor movement, labor legislation, and the collective bargaining systems for both countries. The second part reviews the labor-management relations of the MLB and KBO. In the third part, the Delphi technique as a method for this study was also reviewed.

Labor-Management Relations in the United States and Korea

Labor Movement in the United States and Korea

The evolution of the labor movement in the United States and Korea will be traced by reviewing the origin and time frames, as well as the social, political, economic, and legal issues affecting the development of each labor movement.

Growth of the Labor Movement in the United States

A labor movement is an “Environment that has created labor unions as well as the institutional arrangements established by the government and corporations for dealing with unions” (Leap, 1995, p. 26). During the colonial period when the economy was generally agrarian, Americans relied on immigrants from Europe to provide skilled labor (Carrell & Heavrin, 2001).

After the American Revolution, the separation between employers and workers enabled craftsmen to organize an association (Leap, 1995). According to Carrell and Heavrin (2001), the first trade union was formed in 1792 by the Philadelphia shoemakers who bargained for higher wages. The Philadelphia shoemakers’ union, however, was eliminated by a court decision following its strikes (Feldacker, 1983). During the 1820s,
six similar trials dealt with tactics of “Strike and demands for union wage rates” rather than with the “Legitimacy of a union’s right to exist per se” (Tomlins, 1987, Summer, p. 370). Later, in order to amalgamate all types of labor on a national basis, in 1866, the first National Labor Congress formed the National Labor Union (NLU) which included skilled and unskilled workers in their membership. However, even though NLU considered itself a political force nationwide, it was unsuccessful in the political arena. The NLU’s failure to understand the growing power of capitalism and its overly utopian flavor led to its collapse (Cohen, 1979).

There were influxes of about three million immigrant laborers between 1846 and 1855, and about five million after the Civil War (1861-1865). These people provided a plentiful supply of both skilled and unskilled labor (Carrell & Heavrin, 2001). By the end of the nineteenth century, immigrant laborers accounted for about one-third of the labor force (Leap, 1995). These influxes of immigrants into America increased the population, stimulated the demand for goods, provided a labor source for an expanded economy, and aided in the transition from agriculture to mass production.

The end of the Civil War marked the start of large-scale industrialization in the United States (Collier & Horowitz, 1976). During the 1930s, as this industrialization necessitated mechanized factories, large capital expenses, concentration of labor, and mass production for the market, merchant-capitalists in the American factory system were emerging. Meanwhile, some ideologists, such as Marxists, socialists, and communists who advocated overturning the capitalistic system, made their marks on the labor movement (Carrell & Heavrin, 2001). Strikes and concerted actions caused by conflict between laborers and owners were needed to meet this newly capitalized environment. The resistance against this merchant-capitalism that had changed the character of the employers led to the formation of unions (Commons, 1946). The monopolistic actions taken by employers also encouraged the employees to unionize (Neufeld, 1982). The American workers were more interested in “Bread-and-butter” unionism that focused on improving working conditions than on philosophical issues and ideological reform (Carrell & Heavrin, 2001, p. 14).
Growth of the Labor Movement in Korea

Korea has historically kept close relations with China due to its territorial situation (Lee, 1974, Summer). For many centuries, Confucianism, borrowed from China, had influenced Korean political, legal, social, cultural, and economic patterns (Han, 1966). During the nineteenth century, Western ideologies, sciences, and culture were introduced into Korean society. During the first half of the twentieth century, Japanese rule and American military influence followed. Thus, the Korean labor movement arose out of fundamentally different social, economic, and political environments from what the American labor movement did and, hence, unions have played different roles in each society. The following are summarized comparisons of the labor movements between the two countries.

First, the Korean labor movement was not taken seriously by the people because the labor class had not been formed, whereas the American labor movement paralleled industrial development and became a part of its growth. Industrial capitalism had been one of the most important factors in the development of the American labor movement because it ensured larger and stronger labor organizations. Stronger organizations were able to deal with such matters as higher wages and better working conditions (Carrell & Heavrin, 2001). Thus, the “Bread and butter” issues of the American labor unions were mainly dedicated to the achievement of economic gains for their members through collective bargaining processes with employers (Carrell & Heavrin, 2001). While America was industrializing and developing this labor organization, Korea remained agrarian. Korea was an agricultural country with 77% of its population engaged in farming during the 1920’s (Chen, 1930).

Secondly, in addition to the late development of industrialization, the origin of the Korean labor movement was a part of the political struggle for national liberation against Japanese colonialism. It was not the economic interest of the workers, but rather the goal of political independence from Japanese colonialism, that promoted the development of the labor movement in Korea (Kim, 1968).

Thirdly, after the Japanese were expelled from Korea in 1945, the southern part of Korea was governed by the United States and the northern part by the Soviet Union. This
separation subsequently resulted in a war from 1950 to 1953. Thus, labor in South Korea was involved in the anti-communist crusade during the American military occupation (Gills, 1996) and, thereafter, the labor unions usually functioned as an integrated part of the dominant political party. The character of the South Korean labor movement has, therefore, been more political than economic under the various regimes.

Fourthly, in order to achieve economic goals, after the end of both Japanese rule in 1945 and the Korean War in 1953, the Korean government assumed that labor disputes would impede economic development and thus restricted labor’s right to collective bargaining and collective activities under the terms of a national emergency (Kim, 1990). Thus, the South Korean government played a prime factor in the history of the labor movement either contributing union growth or restricting union activities (Kim, 1999).

Labor Legislation in the United States and Korea

The following explains briefly the historical roots of labor legislation established through the influence of the labor movements in both the United States and Korea. It treats chronologically each of the major laws in the order of their passage. Knowledge of general labor law is important to the understanding of labor issues of professional baseball.

Development of the Labor Legislation in the United States

During the period from the 1880s through the early twentieth century, the United States experienced an industrial revolution. Economic sales were expanded (Collier & Horowitz, 1976) and owners began to create monopolies (Chandler, 1980). As a result of the problems caused by the monopolies, congress passed the Sherman Antitrust Act (1890), which was designed to ban conspiracies, to restrain trade, and to prohibit the monopolization of trade.

In 1914, Congress enacted the Clayton Act to expand the coverage of the antitrust law. This Act explains that neither unions nor their members are held to be illegal combinations or conspiracies in restraint of trade under the antitrust laws. In other words, the antitrust law must not be interpreted to forbid the existence and operation of labor
organizations or to restrain individual members of the organizations from lawfully carrying out their legitimate objectives (Clayton Act, 1914).

The first law of labor management relations was the Railway Labor Act (1926). It marked the beginning of the collective rights era wherein unions came to grow and exert influence in the industrial arena (Leap, 1995). Although the initial influence of the Railway Labor Act was confined to the railway industry, it paved the way for the Wagner Act (Bennett-Alexander & Harman, 2001).

The Norris-LaGuardia Act (1932) was the next step in forming a comprehensive national labor policy. This act sought to restrict federal judicial intervention in labor disputes, and thus to give the unions a chance to grow. The Act supplemented the Clayton Act by creating a federal policy favoring organized labor. Even though the Norris-LaGuardia Act encouraged unions to grow, it failed to help employees form unions and bargain collectively because there were no legal sanctions to prevent management from firing employees supporting unionizations (Leap, 1995).

In 1935, Congress passed the National Labor Relations Act (NLRA), referred to as the Wagner Act, after New York Senator Wagner proposed it. It was administered by the National Labor Relations Board (NLRB), an independent federal administrative agency. The NLRA (1935) established employees’ rights to organize, to join unions, and to engage in collective bargaining. The NLRA also required employers to bargain in good faith with the unions and prohibited employers from discrimination against employees engaging in union activities. The Act also declared yellow-dog contracts illegal; these contracts were designed to obtain pledges against union membership from employees. The NLRA thus dramatically paved the way for the peaceful unionization of industrial workers.

In 1947, the Taft-Hartley Act, which was named after Senator Taft and congressman Hartley and was later renamed as the Labor Management Relations Act (LMRA), was enacted as an amendment to the NLRA to curb excesses by unions (Leap, 1995; Feldacker, 1983; Bennett-Alexander & Harman, 2001). As labor unions began to grow and gain power, they became guilty of practices such as racially discriminating against minority groups, mishandling of member dues, work slowdowns, strikes, and
output restrictions, all of which had potentially negative effects on society, employers, and workers (Leap, 1995). Thus, the Taft-Hartley Act (1947) prohibited unions from interfering or discriminating against employees due to union activities. To the three Wagner Act rights - the right to engage in self-organization, the right to engage in collective bargaining, and the right to engage in concerted activities – the Taft-Hartley Act added a fourth right: “the right to refrain from any or all of such activities.” Section 8 (b) created a set of union unfair labor practices and 8 (b) (3) imposed upon unions the same duty to bargain in good faith as had been earlier imposed upon employers.

Congress recognized that unions had grown strong and powerful over the years and that their activities required legislative reform (Bennett-Alexander & Harman, 2001). In response to this need, Congress established the Senate Select Committee on Improper Activities in the Labor and Management Field, better known as the McClellan Committee. This Committee undertook investigation of the widespread abuses of labor unions (Leap, 1995). After three years of hearings, the McClellan Committee’s investigation resulted in the passage of the Landrum-Griffin Act (1959), later entitled the Labor-Management Reporting and Disclosure Act (LMRDA). The central concern of this act was the regulation of internal union government to purge abuses highlighted in the hearings (Oberer et al., 1994). The act established basic ways for unions to operate in a democratic society, provided civil and criminal remedies for financial abuses by union officers, and regulated the use of union funds and officials’ activities. It also established due process rules for disciplining members.

In sum, the Wagner Act protected the rights of employees and labor unions when employers possessed the legal and economic advantage. Major amendments to the Wagner Act, the Taft-Hartley and the Landrum–Griffin Acts were workers’ rights to refrain from union activity, protection of workers, and improvement of the Board’s organization and procedures. Although Taft-Hartley and Landrum-Griffin modified the NLRA, its basic support of collective bargaining was not changed.

In the 1960s, societal pressures generated concern for civil rights. Employment discrimination against racial and ethnic minorities and certain religious groups resulted in the passage of civil rights legislation (Leap, 1995). The Civil Rights Act (1964) and the
Age Discrimination in Employment Act (1967) formed the foundation of the group rights movement. The 1970s were an era in which labor-management relations shifted toward the protection of employees’ individual rights. The Occupational Safety and Health Administration (1970) was enacted to provide standards for safe working environments and the Employee Retirement Income Security Act (1974) to protect employees’ pension rights. In 1994, the National Labor Relations Act (1994) reformed its present format. Table 1 gives a brief chronology of the history of the American labor legislation.

Table 1

**History of the American Labor Legislation**

<table>
<thead>
<tr>
<th>Period</th>
<th>Characteristics</th>
</tr>
</thead>
<tbody>
<tr>
<td>1890</td>
<td>Sherman Antitrust Act – to prohibit the monopolization of trade</td>
</tr>
<tr>
<td>1914</td>
<td>Clayton Act – labor was not within the restrictive scope of the Sherman Act</td>
</tr>
<tr>
<td>1926</td>
<td>Railway Labor Act – first law of labor-management relations, but limited only railroad employees, marked beginning of the collective rights era</td>
</tr>
<tr>
<td>1932</td>
<td>Norris-LaGuardia Act – supplemented the Clayton Act by creating a federal policy favoring organized labor</td>
</tr>
<tr>
<td>1935</td>
<td>Wagner Act (NLRA) – federal policy favoring the collective bargaining process between labor and management</td>
</tr>
<tr>
<td>1947</td>
<td>Taft-Hartley Act (LMRA) – enacted as an amendment to the NLRA to curb excesses by unions</td>
</tr>
<tr>
<td>1959</td>
<td>Landrum-Griffin Act (LMRDA) – regulation of internal union government to purge abuses</td>
</tr>
<tr>
<td>1964</td>
<td>Civil Rights Act</td>
</tr>
<tr>
<td>1967</td>
<td>Age Discrimination in Employment Act</td>
</tr>
<tr>
<td>1970</td>
<td>Occupational Safety and Health Administration (OSHA)</td>
</tr>
<tr>
<td>1974</td>
<td>Employee Retirement Income Security Act (ERISA)</td>
</tr>
<tr>
<td>1994</td>
<td>National Labor Relations Act (NLRA)</td>
</tr>
</tbody>
</table>

**Development of the Labor Legislation in Korea**

The original Korean legislation system was modified to suit colonial rule during the Japanese colonial period and then directly applied to Korea to obliterate all former legislation (Chun, 1982). Korean legislation also rapidly approached the modernized western legislation because the Japanese legislation had been adopted from continental legal systems, such as those of Germany and France (Song, 1983). After Korea was
liberated from Japan in 1945, newly enacted legislation was influenced significantly by that in the United States (Chun, 1982). Among the basic laws enacted and heavily influenced by American legislation was the area of labor law (Chun, 1982; Song, 1983). Thus, the history of Korean labor legislation started after Korea’s liberation from Japanese colonialism and the establishment of an American military government.

The first governmental labor organization, the “Bureau of Labor,” the forerunner of the current “Ministry of Labor,” was established when the Korean Constitution was enacted in 1948 (Ministry of Labor, Republic of Korea, n.d.). The first formal labor legislation was not enacted until five years after the Constitution was established in 1948. In March 1953, labor legislation including four acts, the Labor Union Act, the Labor Disputes Adjustment Act, the Labor Relations Commission Act, and the Labor Standards Act were promulgated (Ministry of Labor…, n.d.). In May 1961, labor legislation was amended as a result of a military coup for the first time since it had been enacted in 1953. The main amendments to labor legislation included the intensification of governmental intervention, the limitation of labor disputes, a labor administration for the public, a remedy for unfair labor practices, the introduction of negotiation policy between labor and management, and the intensification of labor protection law (Kim, 1999).

In 1972, labor legislation was again amended by the “Yushin Constitution” – new constitution for reformation (Kim, 1999, p. 68). Its contents included specification of negotiated policy between labor and management, expansion of public affairs, intensification of the regulation of labor disputes, intensification of policy of national labor administration, extension of industrial accident compensation insurance, and decreased responsibility of owners for injured laborers. In the 1970s, labor-management relations appeared to be peaceful because the government actively intervened in labor disputes, but actual labor conditions were not significantly improved (Kim, 1999).

On June 29, 1987, the “Declamations of Democratization” was initiated. It affected not only the improvement of political and social institutions, but also fostered democratization of economic distribution (Kim, 1999, p. 79). This democratized atmosphere in labor disputes made labor-management relations explode, turned radical, and thus paralyzed the economic situation. During four months from July to October
1987, 3,250 numerous labor disputes occurred. The main reason for these disputes was that company owners had not properly distributed the economic profits to the laborers, despite their enormous economic achievements since the 1960s (Kim, 1999). As distrust between labor and management intensified, during October 1987, a constitution reformed the Labor Standards Act, the Labor Unions Act, the Labor Disputes Adjustment Act, and the Labor Relations Commission Act, as well as enacting the Sexual Equality Employment Act (Constitution of the Republic of Korea, 1987).

On December 31, 1996, both the Industrial Safety and Health Act and the Employment Insurance Act were reformed. The Act for the Employment Improvement of Construction Workers was enacted (Statutes of The Republic of Korea, 1997). However, in the first half of 1997, large companies began to experience bankruptcy and this created an economic crisis that required the help of the International Monetary Fund (IMF). IMF requested an adjustment to the overall industrial structure, a flexibility of labor markets, and an intensification of employment insurance (Kim, 1999). At present, Labor Law deals with twenty Acts and eleven Enforcement Decrees (Labor Law, 1999, p. 1-870).

In sum, labor legislation in Korea may be compared with that of the United States in the following ways. The first official labor legislation of Korea was introduced by the American Military Government in 1953, whereas the concept of labor legislation in the United States, such as the Sherman Act, was gradually growing in the nineteenth century and applied to both capital and labor.

Secondly, the United States inherited a large part of the legal system from Great Britain, for example such as the doctrines of conspiracy and restraint of trade in resolving labor-management disputes (Sufrin, 1954). The Korean judicial system had been generally influenced by Japanese law during the colonial period, however, the American military presents in Korea influenced the development of industrial jurisprudence.

Thirdly, both the NLRA and Taft-Hartley Acts in the United States and the Trade Union and Labor Relations Adjustment Act in South Korea were the major labor laws which provided collective bargaining to control the industrial relations between labor and management in these two countries. Despite their similarities, the results of these labor laws have had a very different impact in each of the countries. American labor
legislation is reflected in collective bargaining with the expectation that collective actions may be used to solve disputes, whereas Korean labor policy behind collective bargaining is to increase labor productivity and to enhance harmonious cooperation between labor and management for the nation’s economic development. Its purpose does not include achieving improved working condition for laborers.

**Collective Bargaining System in the United States and Korea**

Collective bargaining between labor and management is dealt with in both American and Korean labor law. Although problems between parties in the United States and Korea are diverse, there is a certain uniformity in the nature of the topics covered by most collective bargaining agreements because common problems of employment and the means of solution to these problems may be the same in both countries. The following section describes collective bargaining under labor legislation from the United States and Korea.

**Collective Bargaining System in the United States**

The America collective bargaining system has sometimes been defined as “Screw the boss” and “Keep the union in its place” (Kruse, 1983, p. 286). However, most people related to union and management consider collective bargaining as a rational, democratic, and peaceful way to resolve conflict between labor and management (Carrell & Heavrin, 2001). The record of the American Federation of Labor and the Congress of Industrial Organizations (AFL-CIO) in 1987 proved this by explaining that ninety-eight percent of the 150,000 collective bargaining agreements involved successful negotiations and only two percent resulted in strikes.

American collective bargaining is regulated by the National Labor Relations Act. The provisions of NLRA are administered by the National Labor Relations Board, which is charged to determine the free democratic choice of employees’ representatives through secret-ballot elections, and to prevent unfair labor practices (National Labor Relations Board, n.d.). In order to protect employee rights, section 9(b) of NLRA (1994) authorizes the NLRB to decide on the appropriateness of the selected bargaining units of
employees for collective bargaining purposes. Schlossberg and Scott (1991) define the bargaining unit as the “group of employees that is represented by the union in collective bargaining” (p. 216). They also describe the union as having exclusive bargaining rights for all employees within the unit, but not for those outside of the unit. Perry and Angle (1981) explain that the basic criterion for the determination of an appropriate bargaining unit is whether employees are properly grouped. The greater similarity of working conditions and likelihood the unit’s members can agree on priorities can make the collective bargaining process successful. They also noted that the most often used methods in deciding a rational unit for bargaining are “community of interest, history of bargaining, desire of employees, prior union organization, relationship of the unit to the organizational structure of the company, public interest, accretion, stipulated units, and statutory considerations” (pp. 47-59). According to Taylor and Witney (1987) and Kochan and Katz (1988), there are approximately 200,000 bargaining units in the United States.

Among the issues prescribed in the NLRA (1994) are wages, hours, and working conditions. Wages include pay, fringe benefits, and bonus payments; the term hours means time spent on the job; and working conditions involve factors influencing the work environment, such as work rules, safety, and seniority.

Collective bargaining can be differently negotiated depending on whether it is mandatory, permissive, or an illegal bargaining subject. This categorization of bargaining subjects resulted from the Borg-Warner case (NLRB v. Borg-Warner, Wooster Div., 1958). Leap (1995) explained that the mandatory bargaining subjects involve subjects which must be negotiated by law in good faith during a collective bargaining agreement; and that wages, hours, salaries, incentive pay, shift differentials, vacations, pension benefits, rest and lunch periods, job duties and work assignments, and seniority provisions can be mandatory subjects. Carrell and Heavrin (2001) stated that if a subject is mandatory, neither party can refuse to discuss it. Staudohar (1996) explained that permissive bargaining subjects are those that management is not obligated to negotiate, but may do so if it is needed, such as those management rights or prerogatives that the employer has an exclusive right to decide. He also observed that illegal
bargaining subjects are those that the law prohibits from being negotiated.

Both labor and management can use collective bargaining tactics if negotiation reaches an impasse. The NLRA (1994) guarantees employees a right to engage in a strike with picketing, primary or secondary boycott, or other concerted activities. However, the union may lose its legal right to strike if it agrees to a no-strike clause in the collective bargaining agreement, or engages in an activity with an unlawful objective. On the other hand, the NLRA (1994) guarantees that management has the ability to use lockout as its primary economic weapon against the unions.

Mabry (1966) discussed the five factors that collective bargaining should contain; these include coverage and applicability of the agreement, wages and wage-supplement programs, working time, seniority and job rights, and operating rules and industrial jurisprudence. He also commented on the collective bargaining agreement, including clauses such as a statement of the purpose of the agreement, identification of the parties, and specification of the duration of the agreement. Staudohar (1996) explained key content areas of collective bargaining agreements. These included specification of contract length, compensation, rules for the utilization of labor, individual rights about seniority and discipline, rights of union and management in the bargaining relationship, and methods for enforcing, interpreting, and administrating the agreement terms on a day-to-day basis.

Collective Bargaining System in Korea

The Constitution and Statutes of the Republic of South Korea guarantee collective bargaining in Korea. Article 33 (Unions) Chapter II (Rights and Duties of the Citizens) of the Constitution is created to “Enhance working conditions” and to provide workers’ right for “Independent association, collective bargaining, and collective action” (Constitution of The..., 1987, p. 5).

The Statutes of South Korea have forty-two parts, one part of which relates to Labor Law (Statutes of the..., 1997). The present labor law deals with twenty acts and eleven Enforcement Decrees, including the Labor Standard Act, the Trade Union and Labor Relations Adjustment Act, and other acts.
One sub-act is the Trade Union and Labor Relations Adjustment Act (TULRAA) that designates collective bargaining (Statutes of the…, 1997). The purpose of this act is to “maintain and improve the working conditions of workers and enhance their economic and social status by guaranteeing the rights of association, collective bargaining, and collective action as prescribed in the Constitution” (p. 351). This act is also intended to “contribute to the maintenance of industrial peace and the development of national economy by preventing and resolving industrial disputes through the fair adjustment of labor relations” (p. 351). The following are the contents of the collective bargaining agreement, including the eight articles from 29 to 36.

Article 29 of TULRAA (1997) is designated as “authority to bargaining and making agreement” (p. 360). Under the act, the representatives of a trade union have the authority to bargain and make a collective agreement with the employer within the scope of the employers’ duties. Article 30 states that a trade union and an employer or employer’s association should bargain both “in good faith and sincerity and should not abuse their authority” (p. 360). It also notes that a union or employer “shall not refuse or neglect, without any justifiable reason, to bargain or conclude a collective agreement (p. 360). Article 31 states that the collective bargaining agreement should be in a written form and should include the signatures of both parties. The effective terms of a collective bargaining agreement are described in Article 32. An agreement does not exceed two years. It provides that any party to the agreement may terminate the collective agreement “by notifying the other party of such termination six months in advance of the date he intends to terminate it” (p. 361). The collective bargaining agreement may remain valid for three months after it expires if both parties plan to continue to bargain collectively, but have failed to complete a new agreement.

Article 33 states that “any part of rules of employment or a labor contract that violate standards concerning working conditions and other treatment of workers shall be null and void” (p. 361). However, matters, which are governed by standards of a collective agreement, and are not covered in a labor contract, are not void (p. 361). Article 34 involves the duties of the Labor Relations Commission. It guarantees that either party may ask the Labor Relations Commission for its views if there is
disagreement between the parties on the interpretation and implementation of a collective agreement. It provides that the Labor Relations Commission issues “its clear-cut views within thirty days from the date of receipt of the request”; the views of the Labor Relations Commission have “the same effect as that of an arbitration award” (p. 362). Article 35 states that the collective agreement of the majority of workers could be applied to other workers of the same type or employed in the same business or workplace. Article 36 mentions geographical binding force. If two-thirds or more of the workers are employed at the same kind of job in an area subject to a certain collective agreement, the collective agreement will be applied to other workers in the same kinds of jobs or whose employers are engaged in the same areas.

**Labor-Management Relations in Professional Baseball**

*Labor-Management Relations in the MLB*

As Leap (1995) already defined in a previous part of the literature, a labor movement means an “environment that has created labor unions as well as the institutional arrangements established by the government and corporations for dealing with unions” (p. 26). Thus, this part will review the historical background that has created professional baseball leagues and Major League Baseball Players Association as a labor union for baseball players, explore labor issues through the collective bargaining agreements, and analyze important court cases which influenced the development of collective bargaining agreements.

*Evolution of Professional Baseball Leagues*

American baseball, allegedly originated by Abner Doubleday in 1839 (Berry, Gould, & Staudohar, 1986), became a business enterprise with the organization of the first professional team, the Cincinnati Red Stockings in 1869. That team had ten salaried players. In those days, it was considered disgraceful for players to accept money for playing (Durant, 1959). Players had jobs or other financial assistance. Soon, this indirect support resulted in traditional players’ salaries and it faced the resulting formation of labor-management relations (Reichler, 1962; Voigt, 1966).
This increasingly created professional baseball teams resulted in establishing the professional baseball league. The first professional baseball league was the National Association of Professional Baseball Players in 1871 (Reichler, 1962). There was no labor strife between players and the league because players were free to move between teams and set salaries based on their strengths and skills (Voigt, 1976). This began to change around 1875, when William Hulbert, a Chicago club owner, scouted four of the league’s best players away from the Boston Club (Smith, 1970). Because he was concerned about retaliation by eastern owners, he created another professional league, the National League of Professional Base Ball Clubs in 1876 (Voigt, 1976).

In 1879, in an effort to control salaries and player movement, seven owners of National League teams met secretly and agreed to protect the five best players on each team by placing them on a reserve list for the next season. These owners agreed not to hire any player appearing on another team’s reserve list. This became known as the reserve clause (Schubert, Smith, & Trentadue, 1986). The reserve system made it impossible for many players to move from one team to another. If a player was unwilling to accept the renewal he could find himself blacklisted and his career terminated (Schubert et al., 1986). In 1887, this system was formalized with a meeting between player and owner representatives; thereafter, a reserve clause was written into the individual player contracts (Dworkin, 1981).

In 1882, new baseball league, the American Association, was formed. In 1890, the players created their own league, which was called the Players League (Berry et al., 1986). The new higher salaries forced the demise of both of these new leagues.

Another new league, the American League, was formed in 1900 to challenge the monopolistic control by owners of the National League teams and the abuses experienced by players as a result of the control (Zimbalist, 1992); however, in 1903, competition between the National and American Leagues, called the World Series, led to the formation of what is now known as Major League Baseball (Scully, 1989). The owners in both leagues signed the National Baseball Agreement, which was essentially the same as the previous reserve agreements and was intended to obtain the same goals to increase profits and eliminate competition for players (Mann, 1994).
In 1913, the Federal League of Professional Baseball Clubs was organized to compete with the MLB (Ward & Burns, 1994). Federal League owners wanted to join the National Baseball Agreement, however, MLB owners refused to accept them because they didn’t want a larger league (Mann, 1994). In an effort to compete, the Federal League owners doubled the average salary per player and scouted players from other leagues (Helyar, 1994). The Federal League ultimately failed to compete with the MLB because MLB owners threatened players who jumped leagues.

**Evolution of the Major League Baseball Players Association**

The emergence of the Major League Baseball Players Association as a legitimate labor union coincided with the hiring of Marvin Miller as its executive director. The hiring of Miller resulted in the birth of collective bargaining in the baseball industry.

Before the creation of the MLBPA in 1954, there were four attempts to organize a players’ association. Based upon these attempts to organize, the MLBPA developed more as a labor union. The first attempt at organizing professional baseball players was commenced by nine members of the New York Giants (Pietrusza, 1990), led by John Montgomery Ward (Alexander, 1991). In 1885, these players established the Brotherhood of Professional Base Ball Players. The Brotherhood understood labor-management relations and how the reserve system prevented players from earning their market value. This group particularly resisted the owners’ decision to impose a $2,000 salary limit at the end of the 1885 season (Pietrusza, 1990). However, the Brotherhood disappeared for financial reason in 1891, reappeared in 1900, but disbanded again in 1902 (Schubert et al., 1986).

The second players’ unionization was the League Protective Players’ Association (LPPA), formed in 1900 for the purpose of limiting poor working conditions. The LPPA disappeared due to a lack of political influence against the owners (Dworkin, 1981).

The third attempt at unionization resulted from the punishment dealt to Ty Cobb for assaulting a spectator who insulted him. This action, along with the continued poor working conditions, caused the players to form an organization, the Baseball Players’ Fraternity in 1912 (Dworkin, 1981). Even though the Fraternity proved powerful enough
to gain eleven concessions and almost succeed in a general strike, the Fraternity faded when its efforts failed to effect owners in 1917 (Schubert et al., 1986).

The fourth failed attempt at unionization occurred in 1946 when several players from the Pittsburgh Pirates and an attorney, Robert Murphy, formed the American Baseball Guild (Schubert et al., 1986). Murphy believed that it was a good time for the players’ union to bargain collectively with the management of the Pittsburgh Club because of the passage of the National Labor Relations Act in 1935 (Dworkin, 1981). The Guild tried to obtain a minimum wage of $7,500 per year, a limited pension fund, security, insurance, bonuses, and a spring training allowance that is referred to today as “Murphy Money” (Dworkin, 1981, p. 20). Despite this effort, the team owners refused to bargain collectively and the National Labor Relations Board refused to review the Guild’s claim that baseball could have an election for union representation (Schubert et al., 1986).

Although the Guild failed to become an official players’ union, players continued to try to create a new players’ union. During the early 1950s, there was one effort to declare baseball a commercial enterprise for the purpose of antitrust litigation. It resulted from the failure of Ernie Tiny Bonham, a veteran pitcher of ten years, to receive his pension. Player representatives requested that league owners not only address Bonham’s pension, but that they also raise minimum salary and permit players making under $10,000 to play in the winter leagues. Representatives hired an attorney to represent the players’ interests when their requests were rejected, but the attorney was excluded from meetings with the owners (Schubert et al., 1986). In response to this failure, the players’ representatives met in December, 1953, and created the Major League Baseball Players Association, which was initially conceived as a players’ union, during the All-Star break in 1954 (Dworkin, 1981).

Bob Feller, the first president of the MLBPA, did not urge the players to organize as a union because he felt that players were “Too individualistic to work for collective bargaining” (Scully, 1989, p. 34). Meanwhile, as the MLBPA contentedly negotiated only small issues, such as Murphy Money and moving expenses, several players in the MLBPA began to search for a full-time executive director (Scully, 1989). In 1966, they
hired Marvin Miller from the Steelworkers Union (Zimbalist, 1992). Miller was hired to develop the MLBPA as a legitimate collective bargaining organization because he was known for his skills in this area (McCormick, 1982). One of the greatest contributions of Miller to the MLBPA was that in 1969, professional baseball was acknowledged by the NLRB (McCormick, 1982). This meant that professional baseball became subject to the provisions of the NLRA and under the jurisdiction of the NLRB. Through this official acknowledgment by the NLRB, professional baseball players gained basic labor relations rights, organized unions, bargained collectively, and participated in concerted activities for the benefit of employees (McCormick, 1982).

**Labor Issues Through the Collective Bargaining Agreements (CBA)**

Since the acknowledgment by the provisions of the NLRA and the jurisdiction of the NLRB, professional baseball players have gained the right of collective bargaining and it has been the primary method by which players and owners have negotiated key labor issues.

*First CBA in 1970: pension issue.*

The first contract negotiated by the MLBPA was a new pension funding agreement in 1968 (Zimbalist, 1992). Owners unilaterally decided the terms of the agreement and then notified Miller of the terms. Miller discovered that the owners had failed to fund the pension plan recorded in the player’s contract and had violated the provisions of the NLRA (Miller, 1991). Thus, in refusing to sign a contract until a deal was made, players achieved pensions more than tripled, the minimum salary rose from $6,000 to $16,000, and the average salary more than doubled to $40,956 (Strike of 72, 1977). The first collective bargaining agreement was ratified in May, 1970, for a period of three years.

*Second CBA in 1973: adoption of arbitration system and elimination of the reserve clause.*

In 1972, the pension issue, however, led to a first baseball strike by players for thirteen days. In a second collective bargaining agreement in 1973, owners increased the players’ pension fund by approximately $500,000 and players forfeited salaries for 86
league games not played during the strike (Schubert et al., 1986). Players and owners also negotiated a new collective bargaining agreement that included as one of its provisions an arbitration system. Thus, the adoption of an arbitration system between owners and player through agreement resulted in terminating management’s powerful authority to unilaterally determine salaries, allowed players to receive salary arbitration by an impartial judge, and eliminated the reserve system (Staudohar, 1989).

Through the arbitration process established by the 1973 collective bargaining agreement, two players, Andy Messersmith of the Los Angeles Dodgers and Dave McNally of the Montreal Expos, challenged the reserve system after being denied free agency (Kansas City Royals Baseball Corporation v. MLBPA, 1976). Club owners claimed that under the renewal provision 10 (a) of the Uniform Player's Contract, the Dodgers and the Expos had the right to renew Messersmith’s and McNally’s contract for a reasonable number of years. The player association argued that both players should be free agents because section 10 (a) allowed renewal for only “the period of one year.” The Messersmith-McNally grievances were submitted to arbitration and on December 23, 1975, the panel decided that the grievances were within the scope of its jurisdictions and that Messersmith and McNally were free agents. Thereafter, on October 28, 1975, the Kansas City Royals Baseball Corporation commenced an action in the District Court for the Western District of Missouri, seeking a declaratory judgment, that the grievances were non-arbitrable, and an injunction prohibiting the Players Association from proceeding with arbitration. The District Court held that the arbitration panel had jurisdiction to resolve the dispute and the Court of Appeals for the Eighth Circuit affirmed the judgment of the District Court.

Third CBA in 1976: free agency system.

Fearing the implication of free agency resulting from the Messersmith-McNally decision, as well as escalating salaries, the team owners were eager to regain at least some limitation on the players’ right to be free agents. Thus, in the third negotiation in 1976, the owners acquired a provision in the negotiation with the MLBPA that players must have had at least six years of major league service before they could become free agents. In return, the owners conceded to increases in the players' pension funds as well
as to raise the players' minimum salaries (Berry et al., 1986). Even though there was a
seventeen-day lockout by owners, the bargaining power of the players remained far
greater than it had been under the earlier reserve clause and before the emergence of free
agency. By the end of the 1976 season, twenty-four out of the six hundred players in the
major leagues had become free agents (Staudohar, 1996).

*Fourth CBA in 1980: compensatory system.*

The fourth negotiation was entered by owners with the intention to curb salary
growth as salaries had risen sharply after the 1976 agreement (Hopkins, 1992). The new
collective bargaining agreement featured a compensatory system that would compensate
teams for the loss of players via free agency and a wage scale that would provide both
minimum and maximum salaries for players with less than six years of experience
(Boswell, 1980, February 8). Owners and player did not agree to a new collective
bargaining agreement until July 31, 1981 after a fifty-day strike commenced by the
MLBPA.

*Fifth CBA in 1985: salary cap and revenue sharing system.*

The fifth baseball collective bargaining agreement, in 1985, manifested a shift
from owners’ free agency compensation to decreasing the rate of escalating salary growth
(Berry et al., 1986). Five primary areas of dispute developed (Schubert et al., 1986).
First, owners wanted to recover not only the losses sustained in 1984, but also the
projected losses of $155 million by 1988. Second, owners contended that the
contribution of one-third of the baseball television revenues to pension plans was
excessive. Third, management objected to the arbitration system, contending that it
unfairly benefited the players. Fourth, it was argued that the compensation programs
inhibited the free agency process. Finally, clubs argued for a salary cap much like that in
the NBA.

The owners, in return for limits on a player's opportunity for salary arbitration to a
three-year qualification, agreed to increase the minimum salary and granted the players a
portion of revenue profits (Chass, 1985, August. 8). In order to deal with the matter of
free agency compensation and restrictions on player mobility, owners adopted a policy
not to offer contracts to free agents (Gorman, Calhoun, & Rozin, 1994). In response, the
president of the MLBPA, Donald Fehr, submitted arbitration grievances against the owners stating that the owners had conspired against the players and were implementing unfair labor practices. In the summer of 1990, arbitrators agreed with the MLBPA, stating that the owners were in violation of the 1985 collective bargaining agreement and were liable to the players for $280 million in damages by December 31, 1990 (Gorman et al., 1994). Management abandoned its efforts to obtain a salary cap, although such an effort would no doubt be renewed if management’s projected losses materialized in the future (Schubert et al., 1986).

_Sixth CBA in 1990: revenue sharing and 1994-95 strike._

On March 1990, the parties agreed upon a sixth collective bargaining agreement after the players had rejected the owners’ proposal for a revenue-sharing system and the owners had implemented a lockout on February 15, 1990 (Chass, 1990, February 16). Negotiations continued throughout the 1993 and 1994 seasons, despite the fact that the 1990 collective bargaining agreement was supposed to have expired on December 31, 1993. Finally, the players began to engage in a strike on August 12, 1994, and the owners canceled the season after almost two years of acrimonious negotiations (Berry et al., 1986). The strike lasted for seven months, eliminating seventy-five regular season games as well as the World Series (Kohm, 1996). The revenue losses caused by the strike were estimated at $1 billion (Moorad, 1997). Intervention from President Bill Clinton and an injunction issued by a federal court saved baseball by ordering the owners to implement the terms of the expired 1990 collective bargaining agreement (Maske, 1995, March 27).

_Seventh CBA in 1997: minimum salary and luxury tax._

After four years of negotiations, owners and players finally agreed on seventh collective bargaining agreement covering the period between 1997 and 2000. During this collective bargaining negotiation, players received an increase in their minimum salary, and a time-in-service credit for the seventy-five playing days they had missed during the 1994 season. In return, owners were permitted to implement a luxury tax on the five teams having the largest aggregate player payrolls and player salary taxes, and they were allowed an increase in the amounts of revenue sharing (Fatsis, 1996, November 27).
Eight CBA in 2001: drug program, tax, and revenue sharing.

The main issues of the eighth collective bargaining agreements were the drug programs, tax proposal by owners, and revenue sharing (Chass, 2002, August 12). In the new tax proposal, the clubs were believed to have offered to make a change in the proposed tax rate of 50 percent for some levels of payrolls and raise the threshold of $98 million over which the tax would take effect. “Although the clubs say the tax and the sharing of local revenue serve different purposes, the players believe the same teams will be hit by the biggest bills on both, a development that they feel would decrease the team’s desire to sign players to lucrative contracts” (Chass, 2002, August 12).

However, despite the largest drop of fan attendance in 2002 due to players’ speculation on strike since the strike of 1994-95 (Antonen, 2002, September 18), for the first time in 30 years, major league baseball and its players reached agreement on a new labor contract without a work stoppage (Chass, 2002, August 31).

The Baseball Trilogy

In discussing labor-management relations between major league baseball players and owners, antitrust law is one of the most important legal issues that cannot be disregarded. Antitrust law applies to any action by business association that affects interstate. Section one of the Sherman Antitrust Act (1890) states that “every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal.” However, the statutory exemptions from antitrust law, such as Clayton Act, the Norris-LaGuardia Act, and the NLRA, and nonstatutory labor exemption created by the Supreme Court, immunized any agreements created by labor and management via the collective bargaining process (Clement, 1998).

Despite professional sports as a part of interstate commerce that is subject to antitrust law, major league baseball was the only professional sports in the United States to enjoy antitrust exemption statues (Clement, 1998) until the Curt Flood Act of 1998 was established. There are three important cases exempted from antitrust law by the Supreme Court known as the baseball trilogy: Federal Baseball Club, Inc. v. Federal
League of Professional Baseball Clubs, Toolson v. New York, and Flood v. Kuhn (Bautista, 2000; Clement, 1998). The following analyzes these three court cases.

*Federal Baseball Club, Inc. v National League of Professional Baseball Clubs.*

While owners of Federal League teams eagerly recruited players from the MLB teams, MLB owners agreed to break up the Federal League (Mann, 1994). The Baltimore Club, which brought about the Federal League, sued the MLB, alleging that the disbandment of the league and the consequent injury to it was due to acts of the National League in violation of section 1 and 2 of the Sherman Antitrust Act (*National League of Professional Baseball Clubs, et al. v. Federal Baseball Clubs of Baltimore Inc.*, 1920).

To apply antitrust law, the business of baseball was required to meet two standards; baseball must be deemed a “trade or commerce” and must also be interstate in nature. The Court of Appeal for the District of Columbia maintained that the National League violated antitrust laws in the attempt to monopolize professional baseball as part of interstate commerce. Arguments in favor of considering baseball as a form of interstate commerce were that the equipment used by the players was manufactured, bought, and sold all over the country, that the players, coaches, managers, and fans came from many states, and that the owners shared the revenue. The Baltimore club was awarded damages of $80,000, and a judgment for $240,000, with costs and attorney’s fees entered against National League (*National League of..., 1920*).

In 1922, the National League appealed to the United States Supreme Court, where it was determined that “organized baseball was not interstate commerce and did not constitute an attempt to monopolize within the Sherman Act” (*Federal Baseball Club of Baltimore, Inc. v. National League of Professional Base Ball Clubs, et al.*, 1922). The Supreme Court explained that baseball exhibitions of players, equipment, and transportation crossed state lines were “purely state affairs” and “mere incident, not the essential thing” (*Federal Baseball Club..., 1922*). Although the trial court felt that baseball was interstate commerce and should thus be subject to antitrust laws, the decision of the Supreme Court exempted major league baseball. Many believed that this decision by the Supreme Court had a narrow view in interpreting interstate commerce...
(Mann, 1994). Weiner (1999) stated that baseball’s antitrust exemption “help[s] to secure the conditions of existence of the slave fundamental class process in organized baseball” (p. 119).

*Toolson v. New York Yankees.*

Another case relating to antitrust violations in baseball emerged in 1953, when George Toolson, a minor league player, challenged baseball’s reserve system as a violation of the Sherman Act. He alleged that as a result of the monopoly, he had been deprived of his livelihood by keeping him from reaching the major league (*Toolson v. New York Yankees, Inc., et al.*, 1953). After Toolson refused to be transferred by the New York Yankees to a new team in Binghamton, he was placed on the “ineligible list” of the Binghamton team. This placement prohibited him from joining any other team. The United States Supreme Court reaffirmed the decision in Federal Baseball; however, its rationale was different. The Court maintained that baseball was engaged in interstate commerce, but that the legislature had not acted to remove the baseball exemption for the last thirty years. The Court did not want to create the adverse retroactive consequence to the operation of baseball that would likely occur if the Court lifted baseball’s antitrust exemption status.

*Flood v. Kuhn.*

As collective bargaining developed, an additional suit was filed in 1972, to challenge previous antitrust decisions. Curt Flood, an outfielder for the St. Louis Cardinals, was traded by the Cardinals to the Philadelphia Phillies without his consent. After his request to be a free agent was denied by the baseball commissioner, Flood filed an antitrust suit against the league. The court decided that baseball was entitled to the benefits of *stare decisis*; the antitrust exemption status of baseball was an “anomaly” enjoyed by professional baseball that catered to its “unique characteristics and needs” (*Flood v. Kuhn*, 1972).

Following the Supreme Court’s denial of Flood’s request to be a free agent in 1972, several senators introduced a bill entitled The Curt Flood Act. On October 27, 1998, President Clinton signed the Curt Flood Act into law (Statement on signing the Curt Flood Act of 1998, 1998, Nov. 2). The purpose of this act was to ensure that
“major league baseball players are covered under the antitrust laws” (Curt Flood Act, 1998). The Act also contains provisions relating to conduct, acts, practices or agreements of persons in the business of major league baseball directly arising under an antitrust suit, what conduct is excluded from the Act, and defines when a player may bring an antitrust suit under the Act (Curt Flood Act, 1998). Since The Curt Flood Act was enacted in 1998, the MLBPA has had the opportunity to utilize the threat of an antitrust claim against the owners as a tool in gaining major concessions.

It took seventy-six years for baseball to lift its exemption from antitrust law, from 1922 to 1998. The lifting of the antitrust exemption for baseball has a direct effect on the negotiation process used by the owners and the players. The possibility of an antitrust action encourages the owners to act in good faith, and thus alleviate some of the hostility that is often felt by both sides because of bad faith bargaining.

However, Bautista (2000) has doubtful perspective for the lift of the antitrust exemption. He believes that ironically, even though players get a chance to sue owners under antitrust law after the Curt Flood Act, it is difficult for players to bring an antitrust suit against the owners because they have to demonstrate that the misconduct by the owners is not part of the collective bargaining process and is not protected by the nonstatutory labor exemption. In summary, Table 2 shows chronologically the history of labor-management relations in Major League Baseball.

_Labor-Management Relations in the KBO_

The labor-management relation of the Korea Baseball Organization is very short when contrasted with the forty-six year history of American baseball. The Korean Professional Baseball Players Association was created in 2000. They have never experienced a collective bargaining agreement. No court cases are available.

*Korean Professional Baseball Players Association*

The first attempt to create a Korean baseball players association occurred in 1988; however, it failed due to lack of governmental assistance and public support (Shon, 2000). In citing Sage (1990), Shon (2000) stated reasons why the players union had not been
<table>
<thead>
<tr>
<th>Period</th>
<th>Characteristics</th>
</tr>
</thead>
<tbody>
<tr>
<td>1839</td>
<td>Creation of baseball – by Abner Doubleday</td>
</tr>
<tr>
<td>1860</td>
<td>National Association of Baseball Players – amateur league</td>
</tr>
<tr>
<td>1869</td>
<td>Cincinnati Red Stockings – first professional baseball team</td>
</tr>
<tr>
<td>1871</td>
<td>National Association of Professional Baseball Players – first professional baseball league</td>
</tr>
<tr>
<td>1875</td>
<td>Hulbert, Chicago owner, scouted four players from Boston club caused soaring salaries</td>
</tr>
<tr>
<td>1876</td>
<td>National League of Professional Baseball Club – by Hulbert</td>
</tr>
<tr>
<td>1879</td>
<td>Reserve System – created what became known as reserve clause</td>
</tr>
<tr>
<td>1882</td>
<td>American Association – created against reserve system</td>
</tr>
<tr>
<td>1885</td>
<td>Brotherhood of Professional Baseball Players – first player’s association, led by Montgomery Ward</td>
</tr>
<tr>
<td>1887</td>
<td>Formal incorporation of the reserve clause into individual player contracts in baseball occurred.</td>
</tr>
<tr>
<td>1890</td>
<td>Players League – players of Brotherhood created their own league</td>
</tr>
<tr>
<td>1900</td>
<td>American League – for challenging monopolistic control of National league</td>
</tr>
<tr>
<td>1900</td>
<td>League Protective Players’ Association</td>
</tr>
<tr>
<td>1903</td>
<td>1st World Series between National and American Leagues (MLB)</td>
</tr>
<tr>
<td>1912</td>
<td>Baseball Player’s Fraternity – creation resulted from punishment dealt to Ty Cobb and continued poor working conditions</td>
</tr>
<tr>
<td>1913</td>
<td>Federal League of Professional Baseball Clubs – created to compete the monopolistic power of the owners in MLB</td>
</tr>
<tr>
<td>1946</td>
<td>American Baseball Guild - led by Murphy</td>
</tr>
<tr>
<td>1953</td>
<td><em>Toolson v. New York Yankees, Inc</em> – Antitrust challenge</td>
</tr>
<tr>
<td>1954</td>
<td>Major League Baseball Players Association (MLBPA)</td>
</tr>
<tr>
<td>1966</td>
<td>MLBPA hired Miller as an executive director</td>
</tr>
<tr>
<td>1970-2001</td>
<td>8 times modification of Collective bargaining agreements</td>
</tr>
<tr>
<td>1972</td>
<td><em>Flood v. Kuhn</em> – Antitrust challenge</td>
</tr>
<tr>
<td>1972</td>
<td>Baseball strike</td>
</tr>
<tr>
<td>1976</td>
<td>Elimination of the reserve clause and start free agency</td>
</tr>
<tr>
<td>1981</td>
<td>Baseball strike</td>
</tr>
<tr>
<td>1994-95</td>
<td>Baseball strike</td>
</tr>
<tr>
<td>1998</td>
<td>Curt Flood Act lift from antitrust exemption</td>
</tr>
</tbody>
</table>
established in Korea. First, players had no interest in the union and did not wish to create, support, or be involved in a players union; additionally, most players remain on professional teams for less than five years and they wished to play competitively during those years. Second, professional players were too socially isolated from the general laborers to get their support. Third, the traditional concept of professional players emphasized individual accomplishment and restricted collective action. Fourth, athletes had been trained to believe that sport spirit was conservative, they were culturally inclined to obey management, and an anti-union sentiment was natural in the players. The socio-economic power of the league and its owners worked to solidify anti-union views.

At the end of 1999, a second attempt to create a players’ association was successful; the Korean Professional Baseball Players Association was created in January 2000, despite opposition from team owners. Team owners argued that the Korean economic condition did not allow for collective bargaining by a unified players organization. The owners tried to retaliate by offering free contract status to the seventy-two players who signed up for the players’ association, hoping to undermine the new organization (Kim, 2000, January 23); however, players argued that they needed the players’ association for a variety of reasons (Necessity for creation of the KPBPA, n.d.).

First, player needed a systematic organization to induce active participation in the development of Korean professional baseball. They insisted that the number of fans had decreased and that this resulted from an absence of business sense among managers and a desire only to win among owners. Thus, a governing body representing players would contribute to the development of Korean baseball if it had a chance to work with the fans.

Second, players also argued that they needed a systematic organization to convey their opinions to the KBO committees and owners of eight professional teams, and to improve unreasonable Baseball Regulation and Uniform Player's Contract. For example, the KBO could not exist neutrally for the benefit of both players and teams because the current president of the KBO was a previous team owner; also, the KBO committee members were composed of some team owners. It was determined that, based on the membership composition of the committee, the KBO was formed for teams and not for
Third, the players needed a system to prepare for their retirement. The average length of a baseball career is six years and only a few players become coaches after retirement. Most of the players do not have an education or preparation for a job after retirement. Many of these players ultimately engage in simple labor following the baseball career. The players’ association was, therefore, needed to support retiring players. Under the current pension plan, operated by KBO, players have to contribute to the pension for ten years; the money is then returned over a twenty-year period. The actual amount of money is insufficient for a full retirement. The players’ association has to negotiate with both the KBO and team owners to improve the actual amount of pension money.

Fourth, players needed to be provided with protection from unfair dealings by the KBO and team owners. At present, it is difficult for a player to negotiate a baseball contract or to bring a lawsuit against the league for unfair or unreasonable practices. According to the KPBPA, there were eighty-two cases for annual salary adjustment from 1984 to the present, but all cases for players’ demands were not accepted (Necessity for creation…., n.d.).

Finally, on January 2000, the KBO announced the official recognition of a players’ association. On February 2000, a group of attorneys was formed to help the players’ association and seven civil organizations published declaration of support for a players’ association (Activity diary of KPBPA, n.d.).

Legal Activities of Korean Professional Baseball Players Association

On July 24, 2000, the KPBPA submitted a report to the government’s Fair Trade Commission, alleging that some provisions of the Baseball Regulation, such as the reserve system, the unilateral trade system, the unreasonable free agency rule, and the prohibition against the free agency of players, violated the Fair Trade Law by limiting the competitive action of business. The association also reported that there were some unfair provisions in the Uniform Player’s Contract, specifically citing Articles 8, 16, 21, 25, 29, 30, 31, and 34. These articles are found to be unfair because they do not provide equal
opportunities to players and owners (Rectifying Order by Committee of Fair-Trade, 2001, March 22).

On February 21, 2001, the government’s Fair Trade Commission recognized that the KBO had unreasonably limited the business activities of professional baseball and had acted unfairly to the players by using the KBO’s unreasonable trade authority. Thus, the Fair Trade Commission decided that the KBO Regulation and Uniform Player’s Contract were invalid and that both the KBO and team owners had violated Antitrust Law and Fair Trade Law. The Commission ordered the KBO and club owners to revise or delete the unfair provisions. Failure to perform the directives of this decision within sixty days would result in a fine of about $100,000 or a two-year prison sentence (Rectifying Order by…, 2001, March 22).

On September 19, 2001, at the meeting of Players Relations Committee, players requested a review of the issue of cutback in the number of foreign player scouted from other countries. This request was, however, ignored by the KBO, resulting in a threat of boycott by players. On October 4, 2001, at the committee meeting, the players declared a boycott by a vote of 43 to 4. On October 6, 2001, after the KPBPA delivered the KBO its final demand, Na, Jin-Gwoon, executive director of KPBPA, and Lee, Sang-Kook, executive director of KBO, announced the withdrawal of the boycott at the press conference. On October 11, 2001, players’ representatives, owners, and the KBO came to an agreement to solve problems, including the issue of foreign players and cooperation with the development of Korean Professional Baseball (Activity diary of…, n.d.).

The Korea Professional Baseball Players Association recently administered a survey seeking the opinions of people about what would be the most important issue with which the players association must deal. About fifty-four percent (435 individuals out of 809) responded that the “guarantee of players’ rights” is most important and about forty percent (324 individuals) responded that a “reform of the system of Korea Baseball Organization” should take place (Survey result by KPBPA, n.d.).

_A Court Case_
As in the United States, a Korean baseball player was forced to deal with litigation on the rookie’s reserve clause in 1996. According to the 11th article of the Baseball Regulation (1996) of the KBO, a rookie’s reserve period limited a player (rookie)’s movement from one team to another. The voluntarily movement of players among teams without an owner’s agreement was not possible in Korean professional baseball. If a player refuses to make a contract with an appointed team, the player will not be able to enter into a contract with other teams (Shon, 2000). The Seoul Court of Appeal held in favor of the rookie. The reason for this decision was that the rookie’s reserve period, enacted by the KBO agreement with team owners, limited the rookie’s freedom of job choice, a right that is guaranteed by the Korea Constitution (Seoul Court of Appeal, 1996).

As a result of this case, the KBO reformed its Baseball Regulations. The rookie reserve period was reduced to two years (Sports Chosun, 1996, Jan. 31). In addition, Korean players who have been traded to foreign teams without national appointment can return to Korea and maintain free agency for a period of one year; they do not require permission from a previous team (Sports Chosun, 1996, Jan. 31).

**Delphi Method**

*Definitions of the Delphi Technique*

Many decisions involve uncertainty and decision makers need formal forecasting procedures if there is uncertainty in the future. If the forecasted outcomes are not satisfactory, decision makers can revise the plans and then make new forecasts until the forecasted outcomes are satisfactory. According to Gove (1981), forecast was defined as "to anticipate, calculate, or predict some future event or condition as a result of rational study and analysis of available pertinent data" (p. 888). Helmer (1983) suggested that forecasts are needed to establish a change in the environment of a particular topic or issue as well as to assess the alternative actions available for this change. Thus, forecasting helps people and organizations to plan for the future and to make rational decisions.

Forecasting has been recognized as a relatively new area in academic institutions and has been accompanied by a new attitude toward the future since the 1960’s. One of
the research methods of forecasting is the Delphi technique. Ziglio (1996) explained that this Delphi method of forecasting provides a very important tool for decision-makers facing uncertainty and the results of its proper applications can profoundly assist leaders in creatively improving their decision-making when accurate information is unavailable. Jain (1985) also recommended Delphi as a strong exploratory tool in areas of uncertainty, or for undeveloped areas of business. The Delphi technique is “an effective approach when exact knowledge is unavailable concerning either the nature of the problem or the components which must be included in a successful solution” (Delbecq, Van de Ven, & Gustafson, 1975, p. 5).

The Delphi technique was developed by Olaf Helmer and colleagues at the Rand Corporation, in the 1950’s, in order to obtain expert opinion about the selection of U.S. industrial areas that would most likely be targeted by the Soviet Union for nuclear destruction (Helmer, 1983). Dalkey (1969), one of the originators of this forecasting method, describes the Delphi technique as “a method of eliciting and refining group judgments” (p. 408). Helmer (1983) explained that the purpose of this method was to make optimal use of a group of experts by relying upon their informed opinions. Linstone and Turoff (1975) characterize it as “a method for structuring a group communication process, so that the process is effective in allowing a group of individuals, as a whole, to deal with a complex problem” (p. 3).

The key to forecasting the future is to state what is going to occur, to provide information to assist in planning, and to eventually bring about desirable change. The goal of the Delphi procedure is to gain consensus from experts on the various predictions under consideration.

**Feature of the Delphi Technique**

The procedures for using Delphi may vary as to the type of study. Martino (1983) categorizes the Delphi procedure in two ways, as either the classical or the modified technique, depending on how it can be implemented. He explained that the classical Delphi asks panels to determine the items they will rate in subsequent rounds, whereas the modified Delphi asks panels to rate items prepared by the researcher. Regardless of
the variation of the Delphi technique implemented by different researches, four necessary features characterize a Delphi procedure; these involve (a) anonymity, (b) iteration, (c) controlled feedback of the panelists’ judgments, and (d) statistical aggregation of group members’ responses (Armstrong, 2001).

The first feature is the anonymity of the group. Generally, group members do not know who else is in the group because anonymity is achieved through the use of self-administered questionnaires. The purpose of this feature is to allow group members to express their opinions and judgments privately and thus to diminish the influence of social pressure from dogmatic individuals or from a majority opinion. By iterating the questionnaire over a number of rounds, anonymity also offers the respondents the opportunity to change their judgments without fear of losing face in the eyes of the others in the group (Armstrong, 2001; Dalkey, 1969; & Martino, 1983).

The second feature is iteration, which proceeds through a series of two to four rounds. The purpose of iteration is to inform group members about the collective opinion of the entire group as well as the arguments for and against each point of view. It also gives individuals the opportunity to learn more about the issue under study, refines their opinions, and thus assists in reaching a consensus (Armstrong, 2001; Dalkey, 1969; & Martino, 1983).

The third feature is the controlled feedback. Between iterations of the questionnaire, the researcher provides group members feedback, which comprises the opinions and judgments of all group members. This feedback is presented as a simple statistical summary of the group response, usually such as a mean or median value (Armstrong, 2001).

The fourth feature of the Delphi technique is statistical aggregation of group members' responses. The Delphi presents a statistical response that includes the opinions on the entire group (Martino, 1983). This feature provides the degree of difference of opinion that existed within the group and ends the process by showing information about the final group judgment. Ng (1988) comments on this feature by stating that “the differences between convergence and divergence may be used analytically to further understand the entire possible future event” (p. 35).
Panel Selection

In identifying and selecting a panel, panelists’ knowledge of the subject matter and active participation are the most significant assurance of a quality outcome. According to Ziglio (1996), “a panelist’s expertise should be based on: the individual’s knowledge and practical engagement with the issues under investigation; an individual’s capacity and willingness to contribute to the exploration of a particular problem; and assurance from that individual that sufficient time will be dedicated to the Delphi exercise” (p. 14). The researcher must, therefore, identify individuals who have an interest in the topic area, who have pertinent information to share, and who are motivated to be involved in the study.

Once a panel is identified, the criteria for selection of the panel should be developed. The criteria may include published contributions to the literature, academic qualification (e.g., Ph.D. or M.S.), job titles (e.g. Athletic Director), established practice and reputation in the field, membership in pertinent professional organizations, or peer recognition. These traditional and easily recognized standards of expertise are not, however, necessarily the most effective criteria for forming Delphi panels. Delbecq and others (1975) suggested that the criteria for selection of the panel can involve a much broader definition, including such items as motivation, commitment, and interest in the outcome. Clayton (1997) suggested that the entire population of experts, the nominators from that population, or a random sample of various types of experts may be selected as a group of panelists. Delbecq and others (1975) recommended the use of a nomination process by peers within the expert group as a desirable method of panel selection.

The size of panels may vary depending on the problem being explored, the requirements of panelists, and project constraints. Delbecq and others (1975) recommended that ten-to-fifteen individuals are sufficient when the group is homogeneous, but if few new ideas are generated with a homogeneous group, more than thirty participants may be needed. They also suggested that the panel for heterogeneous groups (i.e., a group with various reference groups or stakeholders) may be considerably larger, perhaps into the hundreds. On the other hand, Armstrong (2001) suggested that five-to-twenty members should be appropriate. He suggested the use of heterogeneous
experts focused on a single specialty because combining the judgments of experts increases the reliability of aggregate judgments and the error in individual judgments deriving from misunderstanding may be reduced when individuals interact within the structure of the Delphi format. He also added that a larger group makes "conflict, irrelevant arguments, and information overload more likely," even though they provide more knowledge and a wider range of perspectives to bear on a problem than smaller one (p. 128). Martino (1983) suggested that the researcher may need to select a slightly larger number of panelists than necessary in order to account for possible attrition of panelists throughout the Delphi process.

Delphi Procedure

A Delphi procedure is carried out by requesting input from a group of experts for a series of questionnaires. Each successive questionnaire is considered a round. In general, three or four rounds of a questionnaire have been considered ideal for the Delphi process (Armstrong, 2001; Linstone & Turoff, 1975). Further rounds tend to show little change and excessive repetition is unacceptable to participants (Linstone & Turoff, 1975). However, the research may end with just two rounds if consensus is achieved quickly and a next stage may not be necessary (Adler & Sainsbury, 1996; Clayton, 1997; Linstone & Turoff, 1975; Uhl, 1983; Van de Ven & Delbecq, 1974). The flow chart found in figure 1, by Steward and Shamdasani (1990), explains the process of the Delphi method.

Round One

The first round of the Delphi procedure begins by sending a cover letter and a questionnaire to the panelists via postal communication, facsimile machine, or electronic mail (Rotondi & Gustafon, 1996). The cover letter should thank panelists for consenting to participate, and explain why their help is needed and how the results will be utilized (Delbecq et al., 1975). It should also contain specific instructions on how to conduct the survey as well as a deadline date for responses to round one.

Concerning the questionnaire, Delbecq and others (1975) suggested that the development of a Delphi question is the key to the entire process because if respondents
Figure 1: Flowchart of Delphi Technique

do not understand the initial question, they may respond inappropriately. They also mentioned that the questionnaire should affirm the meaning and interpretation of the initial questions for the study through a pilot test of the questionnaire.

According to the classical Delphi technique, the form of question in the first round is unstructured so that individual panelists are given the opportunity to identify what issues are important regarding the topic of concern instead of imposing on the panelists a set of questions derived by the researcher (Armstrong, 2001; Martino, 1983). The responses generated from this process at round one are consolidated into a structured questionnaire requiring the panelists’ quantitative judgments on subsequent rounds. However, Uhl (1983) expressed concern about the unstructured questionnaire by observing that panelists may neglect to consider some desirable statements or that the contributed suggestions of panelists may be so different and thus a compilation of statements for the next round will be very difficult and time-consuming. Uhl also indicated that studies had found a much higher participant dropout rate with the unstructured questions. The modified Delphi procedure forms the structured questionnaire at first round and asks panels to rate items prepared by the researcher (Martino, 1983). The structured questionnaire at first round allows the panel to pay immediate attention to the study issues and saves the researcher’s time and expense (Murray & Hammons, 1995; Uhl, 1983; Weaver, 1971). Armstrong (2001) mentioned that even though the modified Delphi with structured questionnaire often has less iteration, the number of rounds seldom goes beyond one or two iterations. This simplification has important consequences for the generalizability of research findings. However, Uhl (1983) expressed concern over the possibility of researcher bias in cases where a structured, researcher-designed, questionnaire initiates the query. For this concern, Uhl suggested that the researcher’s bias may be limited by creating a questionnaire by committee, or by providing broad opportunities for respondents to modify statements or add items that they believe important.

The results of round one are edited by the researcher to form a condensed list of items ranked by frequency of response and then statistically established by median and interquartile range (Ng, 1988). If panelists’ assessments fall outside the upper or lower
quartiles, they may be asked to give reasons for their selections and this additional information, such as justifications and qualification, may also be provided on the next round questionnaire. Martino (1983) recommended that if panelists provide contradictory or forecasting statement, the researcher should include both events in the following round’s questionnaire. He also indicated that the researcher must explain the fact that both events are included from the response of the first round. After the researcher analyzes and statistically summarizes the responses, the summaries and any additional information are returned to each panelist for feedback. Feedback comprises “the opinions and judgments of every member of the group and not just the most vocal” (Rowe & Wright, 1999, p. 354).

**Round Two**

During the second round, panelists are asked to rate the items in the second questionnaire, which is summarized from round one by the researcher, and to establish preliminary priorities among them. According to Delbecq and others (1975), the purpose of round two is to summarize areas of agreement and disagreement on the statements. The rating of each item by the panelists allows for the support and criticism of each statement. The results provide feedback to all panelists during the third round, allowing them to understand each other’s positions and to form an accurate judgment of the importance of each item. Martino (1983) emphasized the importance of feedback by observing that “under no circumstances should a moderator inject personal opinion into the feedback” (p.31).

**Round Three**

The panelists may receive a third questionnaire for round three, which is compiled from the second round. In this round, panelists are asked to provide new forecasts for each item by either maintaining their original position on the item, or by developing a new forecast from the previous round. Martino (1983) stated that panelists “are just as free to advance arguments and objections as they would in a face-to-face group; the only difference is that their arguments are written and anonymous” (p. 19).
After the researcher conducts a similar statistical analysis as in round two and summarizes the arguments, the researcher should decide whether or not further rounds are necessary. If the researcher finds a strong consensus and the number of dissent statements are few, then subsequent rounds are not needed. However, if many dissenting statements are found in round three and consensus is weak, a fourth round is recommended (Delbecq et al., 1975; Martino, 1983). The fourth round proceeds in the same way as previous rounds: the researcher provides a revised questionnaire, updated results, dissent statements from the third round and asks for re-rating of round three responses. The researcher consolidates the responses by computing medians and quartiles and summarizes comments where they exist.

*Final Report*

Once the last round of the Delphi questionnaire is finished, a final result is reported to each panel member. The final report is group judgment with consensus. Consensus is determined by measuring the variance in panelists’ responses over rounds, with a reduction in variance being taken to indicate that greater consensus has been achieved (Ludlow, 1975; Rowe & Wright, 1999). Schiebe, Skutsch, and Schofer (1975) stated that consensus is achieved when a certain percentage of the votes fall within interquartile. Mean and standard deviations are considered as frequent measures for consensus reporting final data (Blair & Uhl, 1993; Dailey & Holmberg, 1990; Murray & Hammons, 1995; Rudolph, 1999; Smith & Simpson, 1995); however, the overall group mode or median and interquartile range have been cited as the most frequently used statistics for reporting data (Fish & Busby, 1996; Reeves & Jauch, 1978; Rowe & Wright, 1999; Winkle, Piercy, & Hovestadt, 1981).

*Reliability and Validity*

The question about the reliability and validity of the Delphi technique has been asked since its inception. Helmer (1975) has expressed concern that the technique lacked a completely sound theoretical basis due to the fact that it is concerned with the utilization of experts’ opinions and that experts are rarely available as experimental
laboratory subjects. However, in a work published in 1983, Helmer insisted that a carefully contrived consensus would turn out to be an acceptable substitute for direct empirical evidence. In order to observe the accuracy of the forecasts, Ament (1970) compared the results of two Delphi forecasting studies conducted in 1964 and 1969, using similar items in the forecasts with different panelists. Ament (1970) found relative consistency of the forecasts as well as similar forecasting behavior in terms of the spread of opinion.

Jolson and Rossow (1971) conducted a field experiment to test the reliability of Delphi by using two short questions. They found progressive convergence in the distribution of individual responses, and judged the Delphi method as superior over the nominal group technique. Best (1974) also performed a field experiment to analyze the statistical difference between self-rated experts and self-rated non-experts and to analyze the accuracy of judgments between post hoc follow-up comments and estimates made a priori. Best found that the self-rated experts were more accurate in their forecasting abilities and observed convergence among the self-rated experts’ responses. Additionally, Calantone, Benedetto, and Bojanic (1987) found that the Delphi technique was accurate and reliable as a speculative model providing longer-term projections than exploratory regression or time-series approaches.

Concerning the issue of validity, Jolson and Rossow (1971) explained that “with repeated measurement the range of responses will decrease and converge toward the midrange of the distribution, and that the total group response, or median, will successively move toward the correct or true answer” (p. 444). Dalkey and Helmer (1963) tested the validity of the Delphi technique by using a number of experimental designs. Their findings revealed that convergence in successive Delphi rounds tended to be in the right direction, or towards the true value. Ono and Wedemeyer (1994) tested the long-range validity of the Delphi technique. In 1976, they obtained opinions about thirty-year forecasts in the area of communication from sixty panelists. In 1991, the midpoint of the thirty-year forecast, they assessed whether the 1976 forecasts for 1991 were accurate or not and assessed the validity of the Delphi technique in long-range forecasting. This study determined that the Delphi technique was valid for long-range
forecasting.

**Strengths and Weaknesses of the Delphi Technique**

**Strengths**

Along with the several important reviews of the Delphi technique, strengths and positive opinions about using the Delphi technique as an alternative method of future research are provided.

One of the inherent strengths of the Delphi technique is its different approach to gaining insight into a particular issue. A good example is its implementation of anonymity. Because the members of the panel do not know who else is in the group, the Delphi minimizes the biasing effects that jeopardize individual objectivity and integrity. In face-to-face groups, problems may arise because of dominant individuals monopolizing conversations, irrelevant communications, and pressure to conform or express politically correct positions. Thus, the anonymity provided by the Delphi technique enables all respondents the opportunity for equal participation in generating a large quantity of ideas that reflect a high quality and complex thought about the issue (Delbecq et al., 1975; Uhl, 1983; Ziglio, 1996). Dalkey and Helmer (1963) also mention that this method of controlled interaction among respondents by anonymity represents a “deliberate attempt to avoid the disadvantages associated with more conventional uses of experts, such as round-table discussions or other milder forms of confrontation with opposing views” (pp. 458-459). Another example is using feedback. The process of feedback between each round “Can be novel and interesting to all if the group of experts involved is mutually self-respecting” (Dalkey, 1969, p. 415). In addition, inexpensive cost and utilization of geographically dispersed experts with diverse background are considered as one of the strengths of Delphi technique (Delbecq, et al., 1975; Linstone, & Turoff, 1975; Miller, 1990; Rotondi, & Gustafson, 1996; Uhl, 1983; Ziglio, 1996).

There were some positive opinions about using the Delphi technique. Helmer (1994) mentioned that the Delphi may be the “most efficient means of determining the degree of consensus or dissensus among the decision-making group” (p. 87). Jain (1985) recommended the Delphi as a strong exploratory tool in areas of uncertainty, or for undeveloped areas of business. Also, some other scholars proposed that correctly used
Delphi can contribute significantly to broadening knowledge and it performs well as a means of structuring group communication and decision making processes (Keeney, Hasson, & McKenna, 2001).

Weaknesses

In discussing the weakness of the Delphi method, one that is mentioned relates to the use of experts and expertise. Some scholars are concerned that the subjective judgment of selected experts may affect the outcome of the forecast (Helmer, 1983; Martino, 1983; Millett & Honton, 1991). Linstone (1975) and Ng (1988) caution against the illusory notion of expertise in the Delphi process. Sometimes, individuals who are experts in one particular subject area cannot be considered experts in the entire subject field because of their narrow focus. This also raises the question of whether the expertise and competency of the panel are relevant to the multidisciplinary nature of issues studied through the Delphi method.

Another weakness of the Delphi method is the time-consuming process of iteration. The lengthy process of repeated iteration may diminish panelists’ motivation for the study and thus, modify their opinions through a lack of serious consideration. Additionally, the lengthy process can affect the commitment of panelists to the researcher; some less committed respondents may withdraw from the panel (Ng, 1988).

One of the other weaknesses of the Delphi technique is its subjective nature. In fact, the quality of the forecast may be affected by how the researcher constructs the Delphi questions. Millett and Honton (1991) explained that researchers using the Delphi technique build too much of their own biases into the structure of the questionnaire. Another concern about subjectivity relates to the respondents’ own interpretations of the questions. Ng (1988) expressed that “the vagueness or specificity on Delphi event statements would influence the respondent’s interpretation of the event and hence the difficulty of achieving consensus” (p. 35). Martino (1983) also explained his criticism about subjectivity by stating that all members participating in a Delphi study may share a common bias, especially when the members share a common culture within a particular area of expertise.
Sackman (1975) also argued that the consensus provided by the Delphi technique is often specious, rather than authentic, because it results from pressure to conform to group opinions. Respondents may view the median response as the correct answer and so may converge toward it in subsequent rounds. The biggest concern is that the researcher believes that the consensus through this way may be manifest as a convergence of panelists’ estimates over rounds.

Linstone (1975) discussed the “eight basic pitfalls” to avoid when applying the Delphi technique (p. 573): “(a) discounting the future (group members have a tendency to be short-sighted in regard to future events by conceptualizing the distant future much like the near future); (b) the prediction urge (suppressing the uncertainty of results); (c) the simplification urge (the tendency to simplify complex systems and their interrelationships); (d) illusory expertise (panel members who are experts in a narrow aspect of the broad issues and who are called upon to share expertise in the broad areas); (e) sloppy execution (poor selection of panel members, improper formulation of statements, superficial analysis of responses, and juror haste); (f) optimism-pessimism bias (over-optimism in short-range forecasts and over-pessimism in long-range forecasts); (g) overselling (over zealous and/or inappropriate implementation of the Delphi technique); and (h) deception (the process is not immune to manipulation by the facilitator).”

In summary, use of the Delphi approach is associated with a number of potential pitfalls, but on the other hand, it offers many advantages and methodologically robust when applied properly. Helmer (1963) acknowledges that “the methods of the inexact sciences” are employed in Delphi, but “despite their reliance on less-than universal laws and on intuitive judgment, can be just as “scientific” as those of the exact sciences” (p. 2). Ziglio (1996) also observed that even though a prime source of criticism of the Delphi is the lack of “scientific procedures and experimental control,” “the criticism itself inappropriately and unfairly holds Delphi to principles of scientific inquiry” (pp. 3-33). Through their research, Keating and Wilson (1987) found that the Delphi technique was the one of the three methods with the greatest consensus.
CHAPTER III
METHOD

This chapter describes the methods used to answer the research questions proposed in Chapter I. The Delphi technique and document analysis were applied in this study. It was used to forecast future collective bargaining issues in the Korea Baseball Organization through solicitation of expert opinion and was also used for document analysis in order to identify the bargaining issues that have recently become important in Major League Baseball by analysis of the contents of two recent MLB agreements. The survey results obtained from the Delphi technique were compared with the results from document analysis of MLB collective bargaining agreements.

Delphi Technique

The Delphi technique is designed as a method for collecting the opinions of knowledgeable experts in order to deal with a complex problem. It entails exchange of information among anonymous panelists over a number of rounds and taking the average of the estimates on the final round as the group judgment. Linstone and Turoff (1975) identify characteristics associated with the group communication process that suggest the suitability of the Delphi approach in this study:

- the problem does not lend itself to precise analytical techniques but can benefit from subjective judgments on a collective basis
- the individuals needed to contribute to the examination of a broad or complex problem have no history of adequate communication and may represent diverse backgrounds with respect to experience or expertise
- more individuals are needed than can effectively interact in a face-to-face exchange
- time and cost make frequent group meetings infeasible
- the efficiency of face-to-face meetings can be increased by a supplemental group communication process
- disagreements among individuals are so severe or politically unpalatable that
the communication process must be refereed and/or anonymity assured and
• the heterogeneity of the participants must be persevered to assure validity of
the results, i.e., avoidance of domination by quality or by strength of
personality ("bandwagon effect") (p. 4).

Based upon these needs, the Delphi method seemed to be suited for exploring the
collective bargaining issue of Korean professional baseball, a controversial and complex
problem. The first reason for choosing the Delphi technique for this study was that it
would enable the integration of subjective judgments from experts with diverse
backgrounds and experiences, such as players, team representatives, scholars, attorneys,
and newspaper reporters. The second reason was that it would enable avoidance of
conflict among respondents. Disagreement is due to the politically controversial nature
of Korean professional baseball. A third reason was that the Delphi technique allowed
the researcher to save time and cost because respondents did not need to meet face-to-
face to conduct discussions. Following is a detailed description of how the experts in this
study were selected; how the rounds (iterations) were established; and how derived data
were collected and analyzed.

Selection of Panelists

In general, there are two basic types of sampling, probability and nonprobability
sampling (Merriam, 1998). Probability sampling, such as random sampling, “allows the
investigator to generalize results of the study from the sample to the population from
which it was drawn” (p. 60). Nonprobability sampling tends to generalize the results of
the study to the theory (Yin, 1989).

The Delphi approach is best thought of as nonprobabilistic and is also referred to
with the term, purposeful sampling (Merriam, 1998). It is “based on the assumption that
the investigator wants to discover, understand, and gain insight and therefore must select
a sample from which the most can be learned” (p. 61). “The logic and power of
purposeful sampling lies in selecting information-rich cases for study in depth” (Patton,
1990, p. 169). Thus, it allows the researcher to choose respondents who best meet the
purposes of the study (Bailey, 1982).

Merriam (1998) divides purposeful sampling into five types, such as “typical,
unique, maximum variation, convenience, and snowball sample” (pp. 62-63). The most common form of purposeful sampling is the snowball, chain, or network sampling, which involves asking each participant to refer the researcher to other participants. In other words, this sampling can be also interpreted as a nominating process. According to Delbecq and others (1975), a nomination process by peers and colleagues within the expert group is the most desirable method for selecting panelists with this in mind.

Purposeful sampling was adopted as the most appropriate method of subject selection in this study. Moreover, it would permit the opinions of a few knowledgeable experts in collective bargaining issues to be generated rather than rely upon statistical inference. In addition, the nominating process enabled the researcher to select appropriate individuals who best met the purpose of the study. Therefore, the panel experts for this study were recruited by the process of (a) identifying experts groups and (b) nominating experts.

Identifying Experts Groups

Purposeful sampling in this study began with identification of group of people deemed experts on collective bargaining issues of the KBO. Criteria were needed to identify the experts for this study. In general, expert means a person who “has acquired special skill in or knowledge of a particular subject through professional training or practical experiences” (Gove, 1981, p. 800). Delbecq and others (1975) suggested that the experts should be defined not only by traditional standards, such as academic qualification (e.g., Ph.D., J.D.), job titles (e.g., Athletic Director), reputation in the field, membership in pertinent professional organizations, or peer recognition, but also by including such qualifiers as motivation, commitment, and interest in the research outcome.

Relative expertise “Should be based on an individual’s knowledge and practical engagement with the issue under investigation, an individual’s capacity and willingness to contribute to the exploration of a particular problem, and assurance from that individual that time will be dedicated to the Delphi exercise” (Ziglio, p. 14).

More specifically, following criteria were employed in order to identify the
experts in this study: awareness of the significant issues in collective bargaining, in general, as well as the unique characteristics of Korean professional baseball; experience in practical engagement with this issue; and willingness to contribute to explore the collective bargaining issues of Korean professional baseball.

The experts were taken from three distinct interest areas. First was the so-called “players” group. Experts in this group were, an executive director of KPBPA, a number of professional baseball players, and members of the Players Advisory Committee. A second group comprised of representatives from clubs and the Korea Baseball Organization. Attorneys, newspaper reporters, and scholars from the Korea Association of Sports and Entertainment Law (KASEL) were placed in the so-called “neutral group”.

There were appropriate reasons why these people were selected by the researcher as experts for this study. An executive director of KPBPA was identified as an expert because he was the person who had been taking charge of all labor issues related to the players’ association. Both players and clubs’ representatives were identified as experts not only because their opinions and roles as primary decision-makers for negotiation were very important, but also because they were expected to contribute to the exploration of the bargaining issue in Korean professional baseball. The players’ advisory committee members were also selected because they were aware of the collective bargaining issues and would contribute to the exploration of issues by giving advice to the players. The KBO committee members were identified as experts because they were members of the superior body of Korean professional baseball and were consequently involved in negotiations in a mediating role between players and clubs. Although KBO is referred to as a neutral party, it tends to be an organization that in reality represents representing clubs’ interests. This is likely to be because the KBO commissioner is appointed by one of the team owners and the committee is composed of the team owners.

Attorneys were chosen as members of the “neutral group” because they were highly trained engaged with legal issues. Newspaper baseball reporters were selected as members of this group because they are knowledgeable and informed in baseball issues and have been involved with baseball for only a few years. Scholars were considered as experts in view of their academic qualifications, their knowledge of the legal issue, and
their advanced studies in labor law and sport. The Korea Association of Sports and 
Entertainment Law was chosen as the most closely representative professional scholars’ 
orGANization, because the members share a common interest in sport and legal issues. 

Thus, in order to hear the voices of each different party, the identification of 
players and clubs were reasonably selected as subjects for this study. The selection of 
neutral parties also played a pivotal role for this study, because the less-biased opinions 
of these people enabled the study to obtain objective results. All of these selected expert 
groups would significantly contribute to the exploration of the collective bargaining issue 
in Korean professional baseball.

Nominating Experts

After the researcher had identified groups that could serve as experts for this 
study, the next step was the sampling process. On behalf of each different interest group, 
an executive director of KPBPA for players’ position, a representative from a club for 
clubs’ position, and for the neutral position, an attorney, a newspaper reporter, and a 
president of KASEL were contacted by phone and asked to serve as key informants to the 
selection of the panel of experts. Letters requesting service as key informants were e- 
mailed on May 25, 2003, along with a form requesting a list of possible panelists that 
they recognize as meeting the pre-determined set of criteria. Appendix A contains an 
example of request letters of nomination and the nomination list.

Thus, an executive director of the players’ association responded by nominating 
four players, three players’ advisory committee members, and himself. A representative 
of a team responded by sending eight representatives from two teams, including himself, 
and one KBO committee member. An attorney nominated another attorney. A reporter 
nominated four other professional baseball reporters. The president of KASEL 
nominated twenty-nine lists of scholars as experts for this study, but only thirteen 
individuals responded to the survey at the first round. Thus, the researcher established a 
total of thirty-seven panelists. Table 3 summarizes the size of panel experts at the first 
round.
Table 3

Size of Panel of Experts at the First Round

<table>
<thead>
<tr>
<th>Expert Groups</th>
<th>Panel Size</th>
<th>Total Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Players Group</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Executive Director of KPBPA</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2) Players</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>3) Players Advisory Committees</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Team Group</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4) Teams Representatives</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>5) KBO</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Neutral Group</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6) Attorneys</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>7) Baseball Reporters</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>8) Scholars (KASEL)</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>37</td>
</tr>
</tbody>
</table>

Iterations

The Delphi procedure was conducted by requesting input from a selected group of experts with a series of questionnaires. Each successive questionnaire is considered a round.

Pre-Round Activities

Before conducting the round, there were several preliminary activities. The preliminary questionnaires, developed by the researcher and written in both English and Korean, had been sent to a linguist in order to verify the translation, because the survey would be conducted by Korean experts. In order to test the instrument’s validity, the corrected questionnaire in the English version had been sent to four dissertation committee members for review. After some suggestions were gathered, changes were made and the draft was improved.

The researcher had to obtain approval for this study from the Human Subjects Committee (HSC) of the Florida State University, because this study involved obtaining information from a group of people. The required documentation was submitted to the committee on January 28, 2003. On February 19, 2003, approval for a study using
human subjects was obtained (see Appendix B).

After the questionnaire was completed and approval had been obtained, the subject samples, panel experts, were selected. Invitation letters (see Appendix C) were sent to the prospective panelists, explaining the nature of the study and asking them to participate by sharing their expertise in the collective bargaining issues of Korean professional baseball. The letter of invitation stated that the individuals had been recommended for the study by the key informants from their groups. This statement would add not only credibility to the study, but would also serve as an incentive for prospective panelists to participate, because the experts knew that informants from their groups had recommended them as candidates for the study.

**Round One**

In the traditional Delphi technique, the first round is characterized by an unstructured questionnaire, which enables panelists to identify what issues are important regarding the topic. However, as had been determined by a review of relevant literature (Armstrong, 2001; Murray & Hammons, 1995; Uhl, 1983; Weaver, 1971) on the use of the structured questionnaire in the first round, this study adopted the structured questionnaire to avoid a higher dropout rate among participants and to save time (Uhl, 1983). In addition, the modified Delphi provided not only simpler procedures with the use of a structured questionnaire during the first round and less iteration, but also important consequences for the generalizability of research findings (Armstrong, 2001).

After the structured questionnaire was prepared, it was e-mailed to the panelists with a cover letter on June 1, 2003 (See Appendix D). The cover letter explained the purpose and significance of the study. The letter also addressed the issue of confidentiality. Panelists were asked to critically examine and anonymously vote on the survey questionnaire and were encouraged to provide written commentary to raise questions or to qualify their different opinions. A seven-day deadline for completing the survey of round one was indicated to the panelists. For some panel experts who didn’t complete the survey within the deadline, a personalized e-mail message was sent in order to inquire whether the survey had already been e-mailed, whether the respondent was still
working on the survey, or whether another copy of the survey questionnaire was needed. For the panelists who didn’t complete the survey after receiving a personalized e-mail, a personal visit was conducted and then the survey response was obtained. Round one ended after a total of thirty-seven survey questionnaires were returned to the researcher.

Round Two

Round two started with sending a list of panelists, a group feedback report, and a second survey. Once these materials were delivered to the panelists, panelists were advised to review the statistical summary of panelists’ responses to survey number one, which was produced from the original responses (See Appendix E). This statistical summary described the central tendency and variability for items in terms of their median and interquartile range value. The panelists were also advised to compare their responses to the group’s statistical measures and to note whether their responses were in or out of the range within the majority view. In order to illustrate the different judgments and to explain the detailed perspectives of the panel, they were advised to read their unedited comments and to determine how they would recast their votes in the second survey (See Appendix F).

Along with the feedback report, a list of panelists, who participated in the first survey, containing the name, phone number, email address, occupation, and workplace for each member of the group were provided to each panelist (see in Appendix G). Some literature (Turoff & Hiltz, 1996; Rotondi & Gustafson, 1996) explains that sharing the identities of the panelists is important because if they recognize the group of expertise, they are more likely to have confidence in one another’s intellectual abilities and opinions, and thus give serious consideration to the group feedback. The list can also be a means of creating an image of the panel as a group of highly qualified research professionals and, thus, it can provide evidence that the study’s outcome will have an impact on the problem under investigation.

Finally, panelists were advised to answer the second questionnaire, which had some items changed from comments surfacing during the first round. It was e-mailed to the panelists on June 10, 2003. In addition, a seven-day deadline for completing the
round two survey was indicated to panelists and a follow-up letter was sent to panelists who didn’t complete the survey by the deadline. Round two ended after a total of twenty-four survey questionnaires, of an original thirty-seven, were returned to the researcher. Thirteen panelists dropped out at the second survey. Table 4 summarizes the size of panel of experts at the second round.

Table 4

<table>
<thead>
<tr>
<th>Expert Groups</th>
<th>Panel Size</th>
<th>Total Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Players Group</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Players</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>2) Players Advisory Committees</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Team Group</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3) Teams Representatives</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>Neutral Group</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4) Attorney</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>5) Baseball Reporters</td>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td>6) Scholars (KASEL)</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>24</td>
</tr>
</tbody>
</table>

**Final Report**

Following the recommendation of Delbecq and others (1975), the subsequent rounds (third or fourth) were not needed for this study because the researcher found consensus and the number of dissenting statements were few. In addition, because further rounds tend to show little change and excessive repetition is unacceptable to participants (Linstone & Turoff, 1975).

When the second round was complete, the final result was reported. A final report was presented on the group judgment with consensus. Consensus was determined by measuring the variance in panelists’ responses over rounds. The overall group median and interquartile range were used as statistics for reporting data.
Data Collection

Instrument

To conduct the Delphi technique, this study used survey questionnaires, over several rounds, as instruments. Borg and Gall (1989) suggest a systematic approach in the development of the survey study: (a) defining the objectives, (b) selecting the sample, (c) writing items, (d) constructing the questionnaire, (e) preparing a letter of transmittal, and (f) sending out the questionnaire and follow-up.

The objectives of the survey were determined by the lack of current research involving collective bargaining issues in Korean professional baseball. As already noted in the previous chapter, players, teams, KBO committee members, advisory committee members, attorneys, newspaper reporters, and scholars were selected as the sample. The items on the survey questionnaire were created by consulting relevant literature. The design of the questions was based on the key principles established by Fowler (1995): (1) ask the respondents questions they can answer, (2) attempt to make sure that key items and concepts are simplified, and (3) provide a context that will enhance respondents’ abilities to answer questions accurately.

Survey Items

The survey questionnaire items were based on an extensive review of the literature (See Appendix D for questionnaire). The questionnaire consisted of four sections. In section one, the panelists were asked to complete demographic information about themselves involving occupation, gender, years in occupation, academic degree. This demographic information was solicited to frame the collective characteristics of the experts.

In section two, panelists were asked to select perceived current issues of collective bargaining in Korean professional baseball. The questionnaire consisted of fourteen questions divided into ten areas, relating to items such as players’ association, KBO, free agency, players’ agent system, reserve system, pictures and public appearance, foreign players, minimum salary, pension and insurance, and working conditions and
treatment. These survey items were drawn from various sources, such as Chang (2002), Choi (2001), Kim, H-B. (1999), and the official internet homepage of the Korean Professional Baseball Players Association.

In section three, panelists were asked what they think about the labor issues of the MLB. It consisted of ten questions, which were drawn from the literature review found in the previous chapter two, labor issues through the collective bargaining agreements.

In section four, panelists were asked to rank labor issues by intensity among twenty-three items that they expect to be an important in the next decade. These items for this question were collected from all items in the section two and three questions, which were considered important issues for the collective bargaining of Korean professional baseball.

A comment section was followed by each area of items. In this comment section, panelists were encouraged to elaborate upon their different judgments or add new suggestions. The comments were used to develop the second draft of the questionnaire. Appendix H explains the items changed and Appendix I contains the updated second survey questionnaire. There were six deleted question items. The Q3 at Part I, “the ideal solution to labor disputes between players and teams can be accomplished by the collective bargaining process”, was deleted because it contained redundant meaning with Q2, “players’ association should be registered as an organized labor union.” Two questions asking about the authority for picture and public appearance including Q8 and Q9 were redesigned to the one question. The Q11, “The annual increase in a player’s salary should be limited to 150% or less” was deleted because KBO eliminated the limitation of increase of salary. Thus, this question was not valuable. Three question items related to pension policy, Q13, Q14, and Q15, were redesigned to only one question in a proper way. In addition, Q4 at Part II, “as a result of the 1973 negotiation of MLB, players and owners eliminated the reserve system. Like the example of MLB, the elimination of the reserve system may be important issue to the KBO,” was deleted because this issue was also still controversial to the MLB.
Scale

The Delphi survey questionnaire for this study used a 7-point Likert-type scale, with the exceptions of the demographic and comment sections. According to Gay (1996), the Likert is used to assess the degree of agreement or disagreement with statements and is widely used to measure attitudes (Gay, 1996). Attitude measures “what an individual believes, perceives, or feels” toward “self, others, and a variety of other activities, institutions, or situations” (p. 155). The Likert-type scale was, thus, very appropriate for the scale of this study, because its purpose was to measure what experts believe and perceive about collective bargaining issues in Korea baseball.

Fink and Kosecoff (1998) suggest that the number of categories used in Likert-type scales should be determined by the needs of the survey and the skills of the respondents. Although a 5-Likert-type scale is most common, scales of 3 and 7 are acceptable, because they allow a clear midpoint (Adams & Schvaneveldt, 1991).

For positive statements, point values are usually assigned in order of Strongly Agree (SA)=5, Agree (A)=4, Undecided (U)=3, Disagree (D)=2, and Strongly Disagree (SA) =1. For negative statements, the point values would be reversed, that is, SA=1, A=2, and so on (Gay, 1996).

This study used a 7-Likert-type scale, because the questions were related to the assessment of agreement and disagreement and 7-point allowed the researcher more clear midpoints. In addition, the point values were assigned in order of 7, 6, 5, 4, 3, 2, and 1, because the questions were composed of positive statements. The following are descriptors of the 7-Likert-type scale used in this study.

7 = very strongly agree
6 = strongly agree
5 = agree
4 = neutral
3 = disagree
2 = strongly disagree
1 = very strongly disagree

Reliability

Reliability involves the “matter of whether a particular technique, applied repeatedly to the same object, would yield the same result each time” (Babbie, 1998, p. 59).
The more reliable a test is, the more confidence we can have that the scores obtained from the administration of the test are essentially the same score that would be obtained if the test were administered again. Babbie (1998) emphasizes that the methods for maximizing reliability are very important and, to accomplish this, the researcher may “ask people only questions they are likely to know the answers to, ask about things relevant to them, and be clear in what you are asking” (p. 133).

Reliability is usually expressed as a numerical coefficient. A high coefficient indicates high reliability. If a test is perfectly reliable, the coefficient will be 1.00. High reliability indicates minimum error variance (Gay, 1996). One of the methods used to measure reliability is the Cronbach’s alpha coefficient, which tests “the consistency of scores within a test” (Thomas, & Nelson, 2001, p. 188). The Cronbach’s alpha is “a generalized reliability coefficient that is more versatile than other methods” and the “most commonly used method of estimating reliability for standardized tests” (p. 189). Cronbach’s alpha involves calculating variances for the parts of a test and it is expressed by the following equation (Carmines, Zeller, 1979, p. 44).

\[
\alpha = \frac{N}{(N-1)][1 - \Sigma \sigma^2(Y_i)/\sigma^2_x]}
\]

\(N = \text{number of items}\)
\(\Sigma \sigma^2(Y_i) = \text{sum of item variances}\)
\(\sigma^2_x = \text{variance of the total composite}\)

The acceptable degree of reliability in a measure depends on the type of test (Ary, Jacobs, & Razavieh, 1996; Gay, 1996), but for most studies, greater than .65 of reliability coefficient is recommended (Mehrens, & Lehmann, 1973). Gay (1996) explains that when tests are developed in new areas, one usually has to settle for lower reliability, even though a coefficient .90 would be acceptable for any test. Thus, for the reliability of this study, the Cronbach’s alpha coefficients were above \(\alpha = .88\) and no items seemed to be inconsistent with the scale. The level of reliability for this study was high and it can be concluded that responses in this study was reliable.
Validity

The validity issue for the research instrument is related to whether the question that the researcher is measuring is what he/she intended to measure. According to Frankfort-Nachmias and Nachmias (1996), the instrument’s validity can be tested in terms of “content, construct, and empirical validity” (p. 165).

Content validity is the degree of how well a test measures an intended content area and samples the total content area. In other words, it refers to the “degree to which a measure covers the range of meanings included within the concept” (Babbie, 1998, p. 133). Content validity is determined by expert judgment, because there is no formula or quantitative expression for computing it (Frankfort-Nachmias, & Nachmias, 1996; Gay, 1996). Usually, experts in the area covered by the test carefully review the process used in developing the test and make a judgment concerning how well items represent the intended content area (Gay, 1996). This judgment is based on “whether all subareas have been included, and in the correct proportions” (p. 140). After judges have reviewed the questionnaire, if there is agreement among the judges, the researcher will propose that the questionnaire has validity.

Construct validity can be established by “relating a measuring instrument to a general theoretical framework in order to determine whether the instrument is tied to the concepts and theoretical assumptions they are employing” (Frankfort-Nachmias & Nachmias, 1996, p. 168).

Empirical validity relates to the relationship between a measuring instrument and the measurement outcomes; “If a measuring instrument is valid, there should be a strong relation between the results produced by applying the instrument and the real relationships existing among the variables measured” (Frankfort-Nachmias & Nachmias, 1996, p. 166).

In order to test the instrument’s validity for this study, the preliminary survey questionnaire was also reviewed by four dissertation committee members. Based on the above literature, the instrument for this study appeared valid in terms of content and construct. Empirical validity was not considered because this study did not pursue empirical research. The four committee members judged that the instrument seemed to
measure the constructs suggested by the subscales and content seemed to reflect the content areas.

Ary and others (1996) suggested that two important variables influence an instrument’s validity: (a) the importance of the topic to respondents; and (b) the assurance of anonymity for respondents. Especially for this study, the topic was very important to the respondents because most of the experts selected for this study had a professional interest in the collective bargaining issues of Korean professional baseball. In addition, it was reasonable to assume that the promise of anonymity encouraged a high degree of honesty.

As another task to enhance the instrument’s validity, the survey questionnaire required a translation verification, because the survey was administered to Koreans. Questionnaires appearing in both Korean and English had been sent to Dr. Ree, a professor and linguist at the Florida State University. After he determined that the survey questionnaires reflected accurate translations and provided any suggested corrections, the survey questionnaires were considered complete.

Data Analysis

All 7-Likert-type items that the panelists answered were numerically coded. All quantitative data were entered into the Statistical Package for the Social Science (SPSS) program for analysis. For the final report, the interquartile range and median, which are the most common measures of reporting variability and the central tendency of the Delphi technique, as discussed in the previous chapter, were used. The interquartile range indicates the degree of group consensus and the median indicates level of agreement (Binning, Cochran, & Donatelli, 1972). The interquartile range means the distance between the first and third quartiles of a group of scores, that is, $Q_3 - Q_1$. The first quartile, $Q_1$, is the point on the scale below which 25% of the scores lie; it is the 25th percentile. $Q_2$ is the 50th percentile. $Q_3$ is the point on the scale below which 75% of the scores lie (Glass & Hopkins, 1996). In the Delphi technique, the interquartile range allows the researcher to know where most answers given by the panelists are located in the study. It is also less affected by extreme
observations, because it measures the spread of the middle half of the distribution (Frankfort-Nachmias & Nachmias 1996). The size of the interquartile range indicates how widely the responses differ from one another. The usefulness of the interquartile range as a measurement of variability is that one quartile deviation on either side of the median in a normal distribution contains 50% of the cases (Cohen & Holliday, 1982).

However, Frankfort-Nachmias and Nachmias (1996) point out the major weakness of the interquartile range by observing that it is “based on only two values” and reflects “only the dispersion in some defined section of the distribution” (p. 375). Thus, in order to get a more accurate picture of the distribution, the researcher must decide on some norm that will determine which value is higher or lower than expected. The norm can be any measure of central tendency, such as the mode, median, or mean (Frankfort-Nachmias & Nachmias). Cohen and Holliday (1982) especially emphasize that “whenever the median is chosen as an appropriate measure of central tendency, then the quartile deviation is an appropriate measure of variability” (p. 47).

The median, or middle score, is a measure of central tendency. The median is “that point in a distribution above and below which are 50% of the scores; in other words, the median is the midpoint” (Gay, 1996, p. 434). There will be an equal number of cases above and below the median. According to Cohen and Holiday (1982), the median can be used when the research problem calls for knowledge of the exact midpoint of a distribution. The value for the median is found using interpolation within the limits for the appropriate interval. The procedure calculating the median from a grouped frequency distribution containing \( n \) scores is expressed mathematically in the following formula used by Glass and Hopkins (1996):

\[
Md = L_M + \frac{w}{f_M} \left( \frac{n/2 - f_{\text{cum}}}{f_M} \right)
\]

\( Md \) = Median  
\( L_M \) = lower limit of the interval that contains the median  
\( w \) = width of the interval  
\( f_M \) = frequency for the interval containing the median  
\( f_{\text{cum}} \) = number of observations falling below this interval  
\( n \) = total number of scores
Tables 5 and 6 explain the degree of agreement measured by median and consensus measured by interquartile range among panelists when the study used the 7-Likert scale. These tables were partly corrected and cited by Binning, Cochran, and Donatelli (1972) and Jenkins (1992).

Table 5

*Interquartile Range – Measure of Consensus*

<table>
<thead>
<tr>
<th>Range</th>
<th>Degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00 – 0.99</td>
<td>Highest Consensus</td>
</tr>
<tr>
<td>1.00 – 1.49</td>
<td>Very High Consensus</td>
</tr>
<tr>
<td>1.50 – 1.99</td>
<td>High Consensus</td>
</tr>
<tr>
<td>2.00 – 2.99</td>
<td>Moderate Consensus</td>
</tr>
<tr>
<td>3.00 – 5.00</td>
<td>Greatest Disagreement or Conflict</td>
</tr>
</tbody>
</table>

Table 6

*Median – Measure of Agreement of Acceptance*

<table>
<thead>
<tr>
<th>Scale</th>
<th>Degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00 – 2.00</td>
<td>High Agreement of Unacceptance</td>
</tr>
<tr>
<td>2.01 – 3.49</td>
<td>Slight Agreement of Unacceptance</td>
</tr>
<tr>
<td>3.50 – 4.50</td>
<td>Great Disagreement or Conflict</td>
</tr>
<tr>
<td>4.51 – 5.99</td>
<td>Slight Agreement of Acceptance</td>
</tr>
<tr>
<td>6.00 – 7.00</td>
<td>High Agreement of Acceptance</td>
</tr>
</tbody>
</table>

If an interquartile range is 0.00 to 0.99, it indicates the highest consensus, while a range of 3.00 to 5.00 indicates the least consensus among panelists. A median of 6.00 to 7.00 reflects a high degree of acceptance, while 1.00 to 2.00 reflects a low degree of acceptance. Along with consideration of the area of agreement, the study also presented the conflicting opinions of panelists, which showed items of which the median was between 3.5 and 4.5, and in which the interquartile range was 3.00 or higher (Wheeler, 1985). Because the collective bargaining issues of Korean professional baseball are in a formative stage and otherwise controversial, it is important to consider conflicting opinions rather than excluding them from the study. The elimination of items may result
in the loss of important information. Linstone and Turoff (1975) and Sackman (1975)
emphasized the importance of considering conflicting opinions; because some items in a
final round of the Delphi technique often represent compromise, this lacks the
significance that conflicting positions might possess.

Document Analysis

To examine the detailed contents of the two MLB collective bargaining
agreements, a qualitative research design was ideal for this study because qualitative
methods allow a researcher to examine contents “in depth and detail” (Patton, 1990, p.
13). Merriam (1998) assumes “qualitative research is descriptive in that the researcher is
interested in meaning and understanding gained through words” (pp. 19-20). The
following is a presentation of the document analysis, one of the qualitative research
methods used in this study.

Qualitative Document Analysis

The method for this study was based on a research design described in Altheide’s
(1996) Qualitative Media Analysis. This work was intended for “students and
professionals who seek an integrated approach to the actual conduct of document
analysis” (p. 1). According to Altheide (1996), the document can be defined as “any
symbolic representation that can be recorded or retrieved for analysis” (p. 2). He defines
document analysis as “an integrated and conceptually informed method, procedure, and
technique for locating, identifying, retrieving, and analyzing documents for their
relevance, significance, and meaning” (p. 2).

There are two ways to approach the study of document analysis: one is
“Ethnographic content analysis,” also known as “Qualitative document analysis,” and the
other is the conventional “Quantitative content analysis” (Altheide, 1996, pp. 14-15).
Quantitative content analysis provides a way of obtaining enumerative data “to measure
the frequency and extent” (p. 15). Qualitative document analysis is oriented toward
“constant discovery and constant comparison of relevant situations, settings, styles,
images, meanings and nuances” (p. 16). It is also oriented to the “clear descriptions and
definitions compatible with the materials” (p. 17). The qualitative document analysis emphasis is on capturing the meanings and themes of messages and on understanding the organization and process of how they are presented (Glaser & Strauss, 1967). Patton (1990), however, states that “documents are subject to a variety of measurement errors,” because they may be “selective in that only certain aspects of a research are documented” (p. 245). Despite this weakness, document analysis enables a researcher to examine issues that may not be directly observable or may not be discernible by interview (Patton, 1990). Consequently, the selection of qualitative document analysis as a method for this study was appropriate, because it enabled the researcher to clearly capture encoded messages in the two MLB collective bargaining agreements and to realize what kind of bargaining issues have recently become important in the Major League Baseball.

Process of Qualitative Document Analysis

Based on a research design proposed by Altheide (1996), this study followed five stages of document analysis: (a) documents, (b) protocol development and data collection, (c) data coding and organization, (d) data analysis, and (e) report.

Documents

Through a review of relevant literature, some problems about the collective bargaining of Korean professional baseball have been identified. In order to solve the problems, the MLB collective bargaining agreements had been selected for comparison because they were believed to have a close relationship with the bargaining issues of Korea professional baseball. Thus, in this study, only two units of analysis were selected: 1990 and 1997 Basic Agreements between the American League of Professional Baseball Clubs, the National League of Professional Baseball Clubs, and the Major League Baseball Players Association. These two recent agreements were selected because those enabled the researcher to find the recent collective bargaining issues of MLB over one decade and compare these with the issues of the KBO through the Delphi study. These two agreements were obtained from the Bureau of Labor Statistics in Washington, DC.
Protocol Development and Data Collection

A protocol is “A list of questions, items, categories, or variables that guide data collection from documents” (Altheide, 1996, p. 26). “These protocols may have some precoded items for each of the categories, but most are likely to be coded and given refined meaning after the data have been collected” (p. 27). To construct a protocol, the researcher lists several items or categories to guide data collection, tests the protocol by collecting data, revises the protocol, and selects several additional cases to further refine the protocol (Altheide, 1996). In this study, protocols were categorized by items which were related to the labor issues and the title of the protocol was used by the name of provision which was already stipulated in the agreements.

The researcher selected data based on conceptual or theoretically relevant reasons. The researcher also examined the data to permit emergence, refinement, or collapsing of additional categories, made appropriate adjustments to other data, and then completed data collection.

Data Coding and Organization

Data were collected by providing relevant codes and descriptions to the protocol categories. LeCompte and Schensul (1999a) define codes as “names or symbols used to stand for a group of similar items, ideas, or phenomena that the researcher has noticed in his or her data set” (p. 55). Researchers code in order to explain and gain a greater knowledge and understanding of certain phenomena (Strauss & Corbin, 1998). Codes should be close to the concept they describe and individual code names should be distinct from one another. In this study, data were selected and coded by words that clearly indicated the content of each provision.

Data Analysis and Report

In general, data analysis consists of “Extensive reading, sorting, and searching through materials; comparing within categories, coding, and adding key words and concepts; and then writing minisummaries of categories” (Altheide, 1996, p. 43). The researcher went through the various data repeatedly and thoroughly. The similarities and
differences within each category (provision) were compared and contrasted. Brief summaries of data for each category were provided. The final step was to interpret and report data. The findings were explained, questions were answered, significance was attached to the particular results, and patterns were placed in an analytic framework.
CHAPTER IV
RESULTS AND DISCUSSION

This chapter reviews answers to research questions that were developed using methods recommended by Delphi and document analysis, as discussed in Chapter III. The first three questions concern the results and interpretations of the Delphi study. The fourth question provides results for the document analysis of recent MLB collective bargaining agreements. The fifth question is designed to compare the results of the Delphi study with the results of the document analysis of MLB collective bargaining agreements.

1. What do the experts think about the current collective bargaining issues of the Korea Baseball Organization?\(^2\)

The results of the Delphi analysis, with respect to the current collective bargaining issues of KBO, are presented in Table 7. Only in relation to three issues, free agency, equipment, and medical / rehabilitative service, do the experts reach very high consensus. In response to the question about the desirability of a “7 year period of free agency is desirable,” most panelists agreed slightly (median = 5.00) and showed very high consensus (interquartile range = 1.00). In response to the questions about whether “players should be provided with equipment and trainers to maintain fitness” and about whether “teams should provide comprehensive medical and rehabilitation service for injured players,” the panelists highly agreed and reached very high consensus.

The importance of the issue about whether a “team should provide comprehensive medical and rehabilitation service for injured players” was recently highlighted in a suit brought by Lim Soo-hyuk, a former catcher of Lotte Giant, one of the KBO clubs.

\(^2\) The table showing the demographic characteristics of the respondents appears in the Appendix J.
<table>
<thead>
<tr>
<th>Question Number</th>
<th>Statement</th>
<th>Median</th>
<th>Interquartile</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Players need an association to voice their opinions and to guarantee their labor rights.</td>
<td>7.00</td>
<td>1.75</td>
</tr>
<tr>
<td>2</td>
<td>Players’ association should be registered as an organized labor union.</td>
<td>4.50</td>
<td>2.00</td>
</tr>
<tr>
<td>3</td>
<td>The power of the KBO, including KBO’s commissioner, should be reduced.</td>
<td>5.00</td>
<td>2.75</td>
</tr>
<tr>
<td>4</td>
<td>A 7 year period of free agency is desirable</td>
<td>5.00</td>
<td>1.00</td>
</tr>
<tr>
<td>5</td>
<td>Players should be encouraged to obtain legal advice to better understand a contract before signing.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>6</td>
<td>The reserve system, limiting players from moving from one team to another at-will, should be eliminated.</td>
<td>5.00</td>
<td>4.00</td>
</tr>
<tr>
<td>7</td>
<td>Players should obtain approval by clubs for their activities of pictures and public appearances, but the profits for it should be fairly shared.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>8</td>
<td>The number of non-Korean foreign players should be reduced.</td>
<td>4.00</td>
<td>4.00</td>
</tr>
<tr>
<td>9</td>
<td>The current minimum salary (about $16,000) should be increased.</td>
<td>6.00</td>
<td>3.00</td>
</tr>
<tr>
<td>10</td>
<td>Players should be recognized as laborers and, therefore, benefit from the National Pension Act, Industrial Accident Compensation Act, and Employment Insurance Act.</td>
<td>5.00</td>
<td>2.75</td>
</tr>
<tr>
<td>11</td>
<td>Teams should be required to purchase disability insurance for players.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>Question Number</td>
<td>Statement</td>
<td>Median</td>
<td>Interquartile</td>
</tr>
<tr>
<td>-----------------</td>
<td>---------------------------------------------------------------------------</td>
<td>--------</td>
<td>---------------</td>
</tr>
<tr>
<td>12.</td>
<td>Players should be required to purchase disability insurance for themselves.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>13.</td>
<td>Players should be provided with equipment and trainers to maintain fitness.</td>
<td>6.00</td>
<td>1.00</td>
</tr>
<tr>
<td>14.</td>
<td>Teams should provide comprehensive medical and rehabilitation service for injured players.</td>
<td>7.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>

Lim Soo-hyuk became comatose following a heart attack suffered during a game against the LG Twins, in Seoul’s Chamsil Stadium, on April 18, 2000. Lim’s family filed suit against Lotte Giant and the LG Twins for failing to provide adequate medical care (Choi, 2003, July 9). The Eastern Branch of Seoul District Court announced a mediation ruling, on July 8, 2003, ordering that both teams must pay about $361,000 (426 million by Korean money) to Lim’s family. The decision was based upon the court’s finding that Lim’s team, Lotte Giant, had neglected its duty of providing safety for its player, and that the home team, the LG Twins, had neglected its responsibility for insuring safety to the visiting team. However, the court also determined that the teams should pay Lim’s family only a part of the compensation Lim’s family requested, since the player neglected to notify his team about his arrhythmia prior to the heart attack and didn’t allow the team to secure proper treatment (Choi, 2003, July 9). The findings in the case are expected to become precedent, as it was the first medical suit ever brought by a player against his team.

On the other hand, the medians of Table 6 indicate that most respondents had positive opinions toward the statements regarding the collective bargaining issues of the KBO. Among the statements, the following show high agreement of acceptance.

- Players need an association to voice their opinions and to guarantee their labor rights (Median = 7.00).
• Players should be encouraged to obtain legal advice to get a better understanding of a contract before signing (Median = 6.00).

• Players should obtain approval by clubs for their pictures and public appearances, but the profits should be shared fairly (Median = 6.00).

• The current minimum salary (about $16,000) should be increased (Median = 6.00).

• Teams should be required to purchase disability insurance for players (Median = 6.00).

• Players should be required to purchase disability insurance for themselves (Median = 6.00).

• Players should be provided with equipment and trainers to maintain fitness (Median = 6.00).

• Teams should provide comprehensive medical and rehabilitation service for injured players (Median = 7.00).

One notable characteristic of this list of issues with a high level of acceptance is that most are more-or-less related to players’ welfare problems rather than procedural or institutional problems. This may implicitly indicate that the welfare issue is recognized by panelists as the most serious and conspicuous problem of the KBO, between players and teams.

There were also conflicting opinions among the panelists in response to two issues. These issues relate to the elimination of the reserve system and the number of non-Korean players (interquartile range is 4, respectively). According to comments made by the panelists, their opinions about elimination of reserve system appeared conflicting at two levels. First, there was conflict among panelists about whether or not the reserve system violates the human right for freedom of job selection. If a panelist thought the reserve system prevents a player’s movement from one team to another and, thus, violates the human right for the freedom of job selection, the panelist might respond that the reserve system should be removed. However, another panelist might think that reserving a player is absolutely necessary to allow a professional baseball team to exist and, thus, the reserve system should be maintained in order to prevent teams from losing
a player’s loyalty by moving.

Panelists also deferred about whether or not “the number of non-Korean foreign players should be reduced.” This conflict may be the result of different views, among the panelists, about the ultimate effect of non-Korean players on the teams, players, or fans. For example, if a panelist, such as a player, believed that non-Korean players had been negatively effecting the salary of Korean baseball players (because they are, on average, more highly compensated than Korean players), he might respond that the number of non-Korean players should be reduced. If a panelist, such as a team staff member, believed that non-Korean players have increased team revenue as a result of high-quality performance, he might respond that the number of non-Korean players should not be reduced.

2. What do the experts think about the collective bargaining issues of Major League Baseball?

Table 8 presents the results of the survey asking the respondents about the relevance of collective bargaining issues of MLB in the on-going process of collective bargaining of the KBO. In general, as seen in the table, the level of interquartile ranges was low, which indicates that most of the panelists perceived that the various collective bargaining issues of MLB would eventually appear in the bargaining agenda between players and owners of the KBO in the near future.

This finding provided supporting evidence for the importance of this study, in which the collective bargaining process of MLB is analyzed and exemplified as a guideline for the collective bargaining process of KBO. That is, since many of the experts expected that the collective bargaining issues of MLB would be reiterated in the KBO, the analysis of this study on the issues of MLB can function as a guide to resolve the potential conflicts between the players and teams.

Examining the medians of the table, Korean panel experts anticipated that the following issues of MLB will become very significant for the KBO in the near future.

- As a result of the 1970 negotiations of MLB, United States players’ pensions tripled. Like this example of MLB, pension funding may be an important issue to the KBO (Median = 6.00)
Table 8
The Relevance of the Collective Bargaining Issues of the MLB in the Collective Bargaining Process of the KBO

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Statement</th>
<th>Median</th>
<th>Interquartile</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>As a result of the 1970 negotiations of MLB, United States players’ pension tripled. Like the example of MLB, pension funding may be an important issue to the KBO.</td>
<td>6.00</td>
<td>1.75</td>
</tr>
<tr>
<td>2.</td>
<td>As a result of the 1970 negotiations of MLB, the minimum salary rose from $6,000 to $16,000 and the average salary more than doubled to $40,956. Like the example of MLB, an increase of minimum salary may be an important issue to the KBO.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>3.</td>
<td>As a result of the 1973 negotiations of MLB, players and owners created an arbitration system that allows a neutral third party in a collective bargaining deadlock to resolve disputes. Like the example of MLB, arbitration system may be an important issue to the KBO.</td>
<td>6.00</td>
<td>1.00</td>
</tr>
<tr>
<td>4.</td>
<td>As a result of the 1976 negotiations of MLB, the owners acquired a provision in the negotiation with players that they must have had at least 6 years of MLB service before becoming free agents. In return, the owners conceded to an increase in players’ pension funds as well as to raises in players’ minimum salaries. Like the example of MLB, the period of free agency may be an important issue to the KBO.</td>
<td>5.00</td>
<td>1.00</td>
</tr>
<tr>
<td>5.</td>
<td>As a result of the 1980 negotiations of MLB, a new free agent system was established to compensate teams losing players via free agency. Like the example of MLB, this compensation system for players may be an important issue to the KBO.</td>
<td>5.00</td>
<td>1.75</td>
</tr>
</tbody>
</table>
Table 8 - Continued

*The Relevance of the Collective Bargaining Issues of the MLB in the Collective Bargaining Process of the KBO*

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Statement</th>
<th>Median</th>
<th>Interquartile</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>As a result of the 1980 negotiations of MLB, a new free agent system was established to form a wage scale providing minimum and maximum salaries for players with less than six years of play. Like the example of MLB, this wage scale system may be an important issue to the KBO.</td>
<td>5.00</td>
<td>1.00</td>
</tr>
<tr>
<td>7.</td>
<td>As a result of the 1985 negotiations of MLB, the owners’ priorities moved from free agency compensation to decreasing the rate of escalating salary growth. Like the example of MLB, escalating salary growth may be an important issue to the KBO.</td>
<td>5.50</td>
<td>1.00</td>
</tr>
<tr>
<td>8.</td>
<td>As a result of the 1990 negotiations of MLB, the parties agreed to collective bargaining after players rejected the owners’ proposal for a revenue-sharing system and the owners had implemented a lockout on Feb. 15, 1990. Finally, the players began to engage in a strike on Aug., 1994, and the owners cancelled the season. Like the example of MLB, owners’ lockouts and players’ strikes may be important issues to the KBO.</td>
<td>5.75</td>
<td>3.00</td>
</tr>
<tr>
<td>9.</td>
<td>As a result of the 1996 negotiations of MLB, players received an increase in their minimum salary. In return, the owners were permitted to implement a luxury tax on the five teams having the largest aggregate player payrolls and player salary taxes. Like the example of MLB, luxury taxes or player salary taxes may be an important issue to the KBO.</td>
<td>5.00</td>
<td>2.00</td>
</tr>
<tr>
<td>10.</td>
<td>As a result of the 1996 negotiation of MLB, owners were allowed an increase of revenue sharing. Like the example of MLB, revenue sharing may be an important issue to the KBO.</td>
<td>5.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>
• As a result of the 1970 negotiations of MLB, the minimum salary rose from $6,000 to $16,000 and the average salary more than doubled to $40,956. Like the example of MLB, an increase of minimum salary may be an important issue to the KBO (Median = 6.00).

• As a result of the 1973 negotiations of MLB, players and owners created an arbitration system that allows a neutral third party in a collective bargaining deadlock to resolve disputes. Like this example of MLB, arbitration system may be an important issue to the KBO (Median = 6.00).

One distinctive characteristic of these three issues is that all were extensively dealt with by the MLB, during the 1970s. The fact that many experts agreed about the probable importance, for the KBO, of these three issues resolved by MLB, suggests that the current labor-management relations of the KBO is about thirty years behind that of MLB.

There was one issue that resulted in conflict among the panelists. Even though most panelists slightly agreed that the owners’ lockouts and players’ strikes may be an important issue confronting the KBO, there were still conflicting opinions about this issue among the panelists (median = 5.75 and interquartile range = 3).

3. What do experts anticipate about the collective bargaining issues of the Korea Baseball Organization during the next decade?

The panelists were asked to rank the collective bargaining issues on a one-to-ten scale, according to the level of importance. Each panelist’s 1st through 5th choices were lumped together and the frequency of the issues was calculated.

As seen in the Table 9, the most important issue between players and owners is annual salary (15.7% of the respondents). Pension benefits and minimum salary were respectively shown as the next important issues of the KBO in the near future (12.2% of the respondents). Given that in MLB these three issues were dealt in the 1970s, this finding can be considered additional evidence that the labor-management relations of the KBO are about thirty years behind that of MLB. Supporting evidence for this finding was generated by question two. If so, and if the path of the collective bargaining process of the KBO more-or-less follows the path of that of MLB, one can reasonably entertain
the possibility of predicting the next set of bargaining issues of the KBO by examining the history of bargaining issues that appeared in relation to MLB.

Table 9

<table>
<thead>
<tr>
<th>Rank</th>
<th>Issues</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annual salary</td>
<td>(15.7%)</td>
</tr>
<tr>
<td>2</td>
<td>Pension benefits</td>
<td>(12.2%)</td>
</tr>
<tr>
<td>2</td>
<td>Minimum salary</td>
<td>(12.2%)</td>
</tr>
<tr>
<td>4</td>
<td>Free agency</td>
<td>(09.6%)</td>
</tr>
<tr>
<td>5</td>
<td>Player’s agent system</td>
<td>(07.0%)</td>
</tr>
<tr>
<td>6</td>
<td>Insurance</td>
<td>(06.1%)</td>
</tr>
<tr>
<td>7</td>
<td>Rights of players association</td>
<td>(05.2%)</td>
</tr>
<tr>
<td>8</td>
<td>Reserve system</td>
<td>(04.3%)</td>
</tr>
<tr>
<td>8</td>
<td>Entry of foreign players</td>
<td>(04.3%)</td>
</tr>
<tr>
<td>10</td>
<td>Rights of collective bargaining</td>
<td>(03.5%)</td>
</tr>
</tbody>
</table>

4. What is the content of the most recent collective bargaining agreements of Major League Baseball?

In order to examine the recent change of content in the collective bargaining of the MLB, two agreements, from 1990 and 1997, were analyzed; the results of this analysis appear in Table 10.

In analyzing the contents of agreements, fourteen items between the 1990 and 1997 agreements were found that were considered very important labor-management issues. These were a) Dispute Resolution, b) Minimum Salary, c) Salary Arbitration, d) Grievance Procedure, e) Discipline, f) Safety and Health, g) Reserve System, h) Free Agency, i) Team Compensation for Free Agent, j) Luxury Tax, k) Payroll Tax, l) Revenue-Sharing Plan, m) Industrial Growth Fund, and n) Antitrust.

In general, as seen in Table 10, most of the contents in both the 1990 and 1997 agreements were practically the same, except for Minimum salary, Luxury tax, Payroll tax, Revenue-sharing plan, Industry Growth Fund (IGF), and Antitrust.
### Table 10

*Comparisons between 1990 and 1997’s Basic Agreement of MLB*

<table>
<thead>
<tr>
<th>Protocol</th>
<th>1990’s Agreement</th>
<th>1997’s Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Dispute Resolution</td>
<td>• Grievance Procedure</td>
<td>• Grievance Procedure</td>
</tr>
<tr>
<td>2. Minimum Salary</td>
<td>• 1990 – at the rate per season of $100,000</td>
<td>• 1996 – at the rate per season of $109,000</td>
</tr>
<tr>
<td></td>
<td>• 1991 – at the 1990 rate per season</td>
<td>• 1997 – at the rate per season of $150,000</td>
</tr>
<tr>
<td></td>
<td>• 1992 – at the rate of per season equal to the rate for the 1991 season plus a</td>
<td>• 1998 – at the rate per season of $170,000</td>
</tr>
<tr>
<td></td>
<td>cost of living adjustment</td>
<td>• 1999 – at the rate per season of $200,000</td>
</tr>
<tr>
<td></td>
<td>• 1993 – at the rate of per season equal to the rate for the 1991 season</td>
<td>• 2000 – at the rate per season of $200,000</td>
</tr>
<tr>
<td></td>
<td>• 1994 – at the rate of per season equal to the rate for the 1991 season plus a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>cost of living adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 1995 – at the rate of per season equal to the rate for the 1991 season</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 1996 – at the rate of per season equal to the rate for the 1991 season plus a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>cost of living adjustment</td>
<td></td>
</tr>
<tr>
<td>3. Salary Arbitration</td>
<td>• 3 yrs ≤ player’s MLB service ≥ 6 yrs</td>
<td>• 3 yrs ≤ player’s MLB service ≥ 6 yrs</td>
</tr>
<tr>
<td></td>
<td>• 2 yrs ≤ player’s MLB service ≥ 3 yrs</td>
<td>• 2 yrs ≤ player’s MLB service ≥ 3 yrs</td>
</tr>
<tr>
<td></td>
<td>- if player accumulated at least 86 days of service and rank in the top 17%</td>
<td>- if player accumulated at least 86 days of service and rank in the top 17%</td>
</tr>
<tr>
<td></td>
<td>• player’s MLB service ≥ 6 yrs,</td>
<td>• any player whose club has offered to proceed to salary arbitration may elect</td>
</tr>
<tr>
<td></td>
<td>- but not eligible to elect free agency</td>
<td>salary arbitration</td>
</tr>
<tr>
<td>4. Grievance Procedure</td>
<td>• Step 1 – present written notice to the Club’s designated representative</td>
<td>• Step 1 – present written notice to the Club’s designated representative</td>
</tr>
<tr>
<td></td>
<td>• Step 2 – appeal in writing to Player Relation Committee</td>
<td>• Step 2 – appeal in writing to Player Relation Committee</td>
</tr>
<tr>
<td></td>
<td>• Step 3 – appeal in writing to panel chairman for impartial arbitration</td>
<td>• Step 3 – appeal in writing to panel chairman for impartial arbitration</td>
</tr>
<tr>
<td>5. Discipline</td>
<td>• Parties recognize that a player may be subjected to disciplinary action for</td>
<td>• Parties recognize that a player may be subjected to disciplinary action for</td>
</tr>
<tr>
<td></td>
<td>just cause by his club, league or the commissioner.</td>
<td>just cause by his club, league or the commissioner.</td>
</tr>
<tr>
<td>Protocol</td>
<td>1990’s Agreement</td>
<td>1997’s Agreement</td>
</tr>
<tr>
<td>--------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| 6. Safety and Health     | • Safety and Health Advisory Committee  
• Safety Complaints – Responsibility of league president  
• Disabled List  
• Second Medical Opinion  
• Trainers  
• Locker Room Equipment | • Safety and Health Advisory Committee  
• Safety Complaints – Responsibility of league president  
• Disabled List  
• Second Medical Opinion  
• Trainers  
• Locker Room Equipment |
| 7. Reserve System        | • Club may reserve up to 40 players contract  
also reserve players who placed on the Voluntarily Retired List, Military List, Suspended List, Restricted List, Disqualified List, or Ineligible List  
• Club shall retain title to a contract and reservation rights until player becomes a free agent | • Club may reserve up to 40 players contract  
also reserve players who placed on the Voluntarily Retired List, Military List, Suspended List, Restricted List, Disqualified List, or Ineligible List  
• Club shall retain title to a contract and reservation rights until player becomes a free agent. |
| 8. Free Agency           | • Any player with 6 or more years service | • Any player with 6 or more years service |
| 9. Team Compensation for Free Agent | • Former club of a player who (a) became a free agent and (b) ranks as a Type A, B, or C player layer shall be entitled to receive compensation. | • Former club of a player who (a) became a free agent and (b) ranks as a Type A, B, or C player layer shall be entitled to receive compensation. |
| 10. Luxury Tax\(^3\)    | | • During the 1997, 1998, an 1999 Contract |

\(^3\) Items appeared \(^*\) are items newly added on 1997 Basic Agreement of MLB.
<table>
<thead>
<tr>
<th>Protocol</th>
<th>1990’s Agreement</th>
<th>1997’s Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Years, a club with a final Actual Club Payroll that exceeds the Tax Threshold applicable in that Contract Year shall be assessed a Luxury Tax on the difference between its final Actual Club Payroll and the Applicable Tax Threshold.</td>
</tr>
<tr>
<td>11. Payroll Tax*</td>
<td>• Total amount of contribution (“the Total Payment”) shall be equal to the sum of 2.5% of the final Actual Club Payrolls for all Clubs for Contract Years 1996 and 1997.</td>
<td></td>
</tr>
<tr>
<td>12. Revenue-Sharing Plan*</td>
<td>• A principal objective of the revenue sharing plan is to promote the growth of the game and the industry on an individual club and on an aggregate basis.</td>
<td></td>
</tr>
<tr>
<td>13. Industry Growth Fund*</td>
<td>• The objective of Industry Growth Fund (“IGF”) is to promote the growth of baseball in the United States and Canada, as well as throughout the world. To this end, IGF will be operated jointly by players and clubs to enhance fan interest in the game, to increase baseball’s popularity; and to enhance industry growth into the 21st century.</td>
<td></td>
</tr>
</tbody>
</table>
Table 10

Comparisons between 1990 and 1997’s Basic Agreement of MLB

<table>
<thead>
<tr>
<th>Protocol</th>
<th>1990’s Agreement</th>
<th>1997’s Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. Antitrust*</td>
<td>• The clubs and the association will jointly request and cooperate in lobbying the Congress to pass a law that will clarify that Major League Baseball Players are covered under the antitrust laws.</td>
<td></td>
</tr>
</tbody>
</table>
Both agreements provided a Grievance Procedure as the exclusive means for players and clubs to resolve disputes. Grievance means a complaint that involves the existence or interpretation of, or compliance with, any agreement, or any provision of any agreement. The Grievance Procedures were followed by presenting written notice to the club’s designated representative, appealing to the Player Relation Committee, and appealing to the panel chairman for impartial arbitration. In relation to the salary issue, both agreements provided final and binding arbitration about players’ salaries to any club and player with a total of three or more years, but less than six years, of Major League service. The contents of other issues related to Discipline, Safety and Health, Reserve System, Free Agency, and Team Compensation for Free Agent were essentially the same.

The issue of Minimum Salary, however, was different between the two agreements. The minimum salary during 1990 was $100,000, but ten years later, during 2000, it was doubled to $200,000. Also, the study found that five items, Luxury Tax, Payroll Tax, Revenue-Sharing Plan, Industry Growth Fund, and Antitrust, were newly added to the 1997 agreement. It prescribed the assessment of a luxury tax on the difference between final actual club payroll and the applicable tax threshold. It also prescribed that the total amount of contribution shall be equal to the sum of 2.5% of the final actual club payrolls for all clubs for contract years 1996 and 1997.

In order to enhance fan interest in the game, to increase baseball popularity, and to enhance industry growth, the 1997 agreement provided a revenue-sharing plan and an Industry Growth Fund (IGF). The IGF is made by joint activities between clubs and the players’ association, such as licensing, promotional, advertising and marketing projects, international development, including Player tours, licensing, media relations and support for the baseball federation throughout the world, development and use of new media technology, and community service activities.

The issue of Antitrust Law was also added to the 1997 agreement. It was intended to insure cooperation between clubs and the players’ association in lobbying Congress to pass antitrust legislation, from which baseball had been exempted since 1922. However, it was understood that this issue might be removed from the agreement as a result of the Curt Flood Act, which was enacted in 1998.
5. What differences and similarities exist between the forecasts of experts about bargaining issues of the Korea Baseball Organization and current contents of the bargaining agreement of Major League Baseball?

In order to find the differences and similarities between the forecast of KBO bargaining issues and the current issues of MLB, current issues that Korean experts perceived, MLB issues that experts perceived the issues may be important to the KBO, and anticipating issues that experts forecast for the KBO were summarized. Recent issues from two MLB bargaining agreements were also presented for comparison. Table 11 shows the comparison between bargaining issues of KBO perceived by Korean experts as subject for this study and of MLB by recent agreements.

Table 11
Comparisons between Bargaining Issues of KBO Perceived by Korean Experts and of MLB by Recent Agreements

<table>
<thead>
<tr>
<th>Bargaining Issues of KBO Perceived by Korean Expert</th>
<th>Contents of MLB by Recent Agreements</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Importance of players association</td>
<td>• Luxury tax</td>
</tr>
<tr>
<td>• Rights of players association</td>
<td>• Payroll tax</td>
</tr>
<tr>
<td>• Rights of collective bargaining</td>
<td>• Industry Growth Fund (IGF)</td>
</tr>
<tr>
<td>• Annual salary</td>
<td>• Antitrust</td>
</tr>
<tr>
<td>• Pension benefits</td>
<td>• Revenue-sharing plan</td>
</tr>
<tr>
<td>• Increase of minimum salary</td>
<td>• Increase of minimum salary</td>
</tr>
<tr>
<td>• Insurance</td>
<td></td>
</tr>
<tr>
<td>• Equipment and trainers</td>
<td></td>
</tr>
<tr>
<td>• Comprehensive medical and rehabilitation service</td>
<td></td>
</tr>
<tr>
<td>• Arbitration system</td>
<td></td>
</tr>
<tr>
<td>• Period of free agency</td>
<td></td>
</tr>
<tr>
<td>• Player’s agent system</td>
<td></td>
</tr>
<tr>
<td>• Reserve system</td>
<td></td>
</tr>
<tr>
<td>• Entry of foreign players</td>
<td></td>
</tr>
<tr>
<td>• Pictures and public appearances</td>
<td></td>
</tr>
</tbody>
</table>

The study summarized fifteen important Korean collective bargaining issues, currently perceived or forecasted by Korean experts: a) importance of players’ association, b) rights of the players’ association, c) rights of collective bargaining, d)
annual salary, e) pension benefits, f) increase of minimum salary, g) insurance, h) equipment and trainers, i) comprehensive medical and rehabilitation service, j) arbitration system, k) period of free agency, l) player’s agent system, m) reserve system, n) entry of foreign players, and o) pictures and public appearances. Also, this study summarized six bargaining issues of MLB that were modified or added between the 1990 and 1997 agreements: luxury tax, payroll tax, Industrial Growth Fund (IGF), antitrust, revenue-sharing plan, and increase of minimum salary.

As found already in relation to the fourth question, the amount of minimum salary in MLB doubled during the ten years between 1990 and 2000, ranging from $100,000 to $200,000. This increase of minimum salary also turned out to be an important issue to the KBO, according to the Korean experts. This indicates that the issue of minimum salary was important to each organization, even though the current amount of minimum salary of MLB ($200,000) was approximately ten times more than the Korean ($16,000). However, the other five issues, which were added into the 1997 agreement (luxury tax, payroll tax, industry growth fund, antitrust, and revenue-sharing plan), did not appear as important issues for the KBO.

This study found that the important bargaining issues for the KBO, currently perceived or forecasted by experts, were mostly related to the issues which were important at an earlier period of MLB’s collective bargaining; this observation is also indicated by the findings of the second and third questions.
CHAPTER V
SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

Summary

Since the creation of the Korea Professional Baseball Players’ Association in 2000, the players’ association has required the resolution of labor disputes by the KBO clubs. However, because of the threats of team owners to players who are members of the KPBPA, and the lack of player and public support for the KPBPA, the possibility of success in bargaining between players and owners has seemed negligible. By way of initiating a labor movement for Korean professional baseball, there exist pros and cons about the overall issues of its labor disputes. This controversy does not seem to be settled easily, due to the conservative and negative perspectives arising from the players’ association and the politically unique labor characteristics involved. Thus, it is time to identify specific labor issues of Korean professional baseball, to help plan for the future, and to make rational decisions.

To accomplish such a goal, Korean professional baseball needs to learn from the example of another country; thus, the collective bargaining process of MLB was analyzed and exemplified as a guideline for the collective bargaining process of KBO. It was based on the assumption that the similarly used labor legislations, in each country, have influenced not only the development of labor-management relations for general business, but also for professional sport. This similarly used labor legislation may not make the labor issues measurably different.

Thus, the purpose of this study was to identify current collective bargaining issues facing the Korea Baseball Organization and, further, to examine these same issues in Major League Baseball. Also, in order to help the KBO plan for the future, this study was intended to forecast important collective bargaining issues, during the next decade, for the KBO. Based on the recognition of the problem and the purpose of the study, five
research questions were formulated.

To answer the research questions, the Delphi technique and document analysis, as a qualitative research method, were used to address this issue. The Delphi technique was used to forecast future collective bargaining issues in the Korea Baseball Organization through solicitation of expert opinion. The document analysis was used to identify the bargaining issues that have recently become important in the Major League Baseball by analysis of contents of two recent MLB agreements. The survey results obtained from the Delphi technique were compared with the results from document analysis of MLB collective bargaining agreements.

The Delphi study was conducted by the selection of experts, iteration, data collection, and data analysis. Based on the findings of relevant literature, the researcher established a total of thirty-seven panel of experts at the first round by the process of identifying expert groups and nominating experts.

Before conducting the round one questionnaire, the preliminary questionnaires were written in both English and Korean and the translation was verified. The survey questionnaire items were based on an extensive review of relevant literature. The questionnaire consisted of four sections. In section one, the panelists were asked to complete demographic information about themselves. In section two, panelists were asked to select perceived current issues of collective bargaining in Korean professional baseball. In section three, panelists were asked what they think about the labor issues of MLB. In section four, panelists were asked to rank twenty-three items by intensity as that they perceived it. In the comment section, panelists were encouraged to elaborate upon their different judgments or add new suggestions. The comments were used to develop the second draft of the questionnaire.

After the structured questionnaire was prepared, it was e-mailed to the panelists with a cover letter on June 1, 2003. A seven-day deadline for completing the survey of round one was indicated to panelists. Round one ended after a total of thirty-seven survey questionnaires were returned to the researcher.

Panelists were advised to answer the second questionnaire, which had some items changed from comments surfacing during the first round. It was e-mailed to the panelists
on June 10, 2003. Round two ended after a total of twenty-four, out of thirty-seven in the first round, questionnaires were returned to the researcher. When the final round was completed, the overall group median and interquartile range were used as statistics for reporting data.

For the reliability of this survey questionnaire, Cronbach’s alpha coefficients were above $\alpha = .88$ and no items seemed to be inconsistent with the scale. Thus, it showed that the level of reliability for this study was high and it could be said this study was reliable. In order to test the instrument’s validity for this study, the preliminary survey questionnaire was also reviewed by four dissertation committee members. It appeared valid in terms of content and construct.

To examine the detailed contents of the MLB collective bargaining agreements, the document analysis was conducted in five stages: (a) documents, (b) protocol development and data collection, (c) data coding and organization, (d) data analysis, and (e) report. Two recent agreements, 1990 and 1997 Basic Agreements, were selected because those enabled the researcher to find the recent collective bargaining issues of MLB over one decade and compare these with the issues of the KBO through the Delphi study. Items that were related to the labor issues were categorized as protocols. Data were collected by providing relevant description to the protocol categories and the similarities and differences within each category were compared and contrasted.

Thus, the results of this study were described by Delphi study and document analysis. The first, second, and third questions presented the results and interpretations of the Delphi study. The fourth question provided the results of the document analysis of two MLB collective bargaining agreements. The fifth question compared the result obtained from the Delphi study with the results from the document analysis of MLB collective bargaining agreements.

1. What do the experts think about the current collective bargaining issues of Korea Baseball Organization?

   Only in relation to three issues, free agency, equipment, and medical/rehabilitative service, do the experts reach very high consensus. One of the important
issues found in this study was that the “team should provide a comprehensive medical and rehabilitation service for injured players.” This statement was highly agreed upon and reached a very high level of consensus. The importance of this issue was recently demonstrated by a suit brought by Lim Soo-hyuk, a former catcher of Lotte Giant, one of the KBO club. The findings in the case are expected to become precedent, as it was the first medical suit ever brought by a player against his team.

On the other hand, the median scores indicated that most respondents had positive opinions toward the statements regarding the collective bargaining issues of the KBO. One notable characteristic of these issues with a high level of acceptance was that most of the issues in the list were more-or-less related to the players’ welfare problems rather than the procedural or institutional problems. This may implicitly indicate that the welfare issue is recognized by the panelists as the most serious and conspicuous problem of KBO between players and teams.

2. What do the experts think about the collective bargaining issues of Major League Baseball?

In general, it was found that most of the panelists perceived that various collective bargaining issues of MLB would eventually appear in the bargaining agenda between players and owners of the KBO in the near future. This finding provided supporting evidence for the importance of this study, in which the collective bargaining process of MLB, with its longer history and more varied experience, was analyzed and exemplified as a guideline of the collective bargaining process of KBO.

There was one issue demonstrating conflict between the panelists. Even though most panelists slightly agreed that the owners’ lockouts and players’ strikes may be important issues for the KBO, there were still conflicting opinions about this issue among panelists.

On the other hand, median scores showed that some MLB issues, such as pension funding, increase of minimum salary, and arbitration system, would become very significant, for the KBO, in the near future. It explains that these three issues were extensively dealt with by MLB during the 1970s. The fact that many experts reached the
agreement that the three issues of MLB would become very important for the KBO appears to suggest that the current labor-management relations of the KBO is about thirty years behind that of MLB.

3. What do experts anticipate about the collective bargaining issues of the Korea Baseball Organization during the next decade?

It was found that the most important issue between players and owners is annual salary (15.7% of the respondents). Pension benefits and minimum salary, respectively, were shown as the next important issues of the KBO in the near future (12.2% of the respondents). Given that in MLB these three issues were dealt in the 1970s, this finding can be considered additional evidence that the labor-management relations of the KBO are about thirty years behind that of MLB. Supporting evidence for this finding was generated by question two. If so, and if the path of the collective bargaining process of the KBO more-or-less follows the path of that of MLB, one can reasonably entertain the possibility of predicting the next set of bargaining issues of the KBO by examining the history of bargaining issues that appeared in relation to MLB.

4. What is the content of the most recent collective bargaining agreements of Major League Baseball?

In order to examine the recent change of content in the collective bargaining agreement of Major League Baseball, two agreements, from 1990 and 1997, were analyzed. In analyzing the content of agreements, fourteen items between the 1990 and 1997 agreements were found that were considered important issues for labor-management. These items include Dispute Resolution, Minimum Salary, Salary Arbitration, Grievance Procedure, Discipline, Safety and Health, Reserve System, Free Agency, Team Compensation for Free Agent, Luxury Tax, Payroll Tax, Revenue-Sharing Plan, Industrial Growth Fund, and Antitrust.

In general, most of the contents, in both the 1990 and 1997 agreements, were essentially the same, with the exception of Minimum Salary, Luxury Tax, Payroll Tax, Revenue-Sharing Plan, Industry Growth Fund, and Antitrust. The issue of Minimum
Salary was different between the two agreements. The amount of minimum salary during 1990 was $100,000, but ten years later, during 2000, it was doubled to $200,000. The five items, Luxury Tax, Payroll Tax, Revenue-Sharing Plan, Industry Growth Fund, and Antitrust, were added on the 1997 agreement.

5. What differences and similarities exist between the forecast of experts about the bargaining issues of the Korea Baseball Organization and the current contents of bargaining agreements of Major League Baseball?

A substantial difference existed between the KBO and MLB. The increase of minimum salary was considered important to both the KBO and MLB, even though the current minimum salary of MLB ($200,000) was approximately ten times more than the Korean ($16,000). However, the other five issues (luxury tax, payroll tax, industry growth fund, antitrust, and revenue-sharing plan), that were added to the MLB agreement during 1997, were not perceived as important KBO issues in the forecasts of experts. This finding suggests not only that the KBO and MLB had different collective bargaining foci at the time of the study, but also that the forecasts of the experts relate primarily to issues that were important at an earlier period for MLB. The findings of the second and third questions similarly support the foregoing observation; the labor-management relation issues of the KBO are roughly thirty years behind those of MLB.

**Conclusions**

Korean experts currently perceived the period of free agency, players’ equipment, and both medical and rehabilitation service as the most important labor-management issues. They reached very high consensus about these statements: A 7-year period of free agency is desirable; players should be provided with equipment and trainers to maintain fitness; and teams should provide comprehensive medical and rehabilitation service for injured players. In the future, these three issues may be negotiable as the most significant bargaining issues between players and owners.

In examining MLB bargaining issues, most of the panelists perceived that the various collective bargaining issues of MLB will eventually appear in the bargaining
agenda between players and owners of the KBO in the near future. In particular, it was believed that pension funding, an increase in minimum salary, and arbitration will become very significant for the KBO. This finding was supported by the findings of the order of important problems that the KBO should solve in the near future, because Korean experts ranked annual salary, pension benefits, and minimum salary at the highest level. Given that these issues in the MLB were dealt with in the 1970s, this finding suggests that the labor-management relations of the KBO are about thirty years behind that of MLB. More recent issues, appearing in the MLB agreement of 1997, such as luxury tax, payroll tax, industry growth fund, antitrust, and revenue-sharing plan, were not perceived by Korean experts as important issues, either currently or in the near future.

In conclusion, this study found that even though both the KBO and MLB had different collective bargaining foci at the time of the study, the forecasts of the Korean experts related primarily to issues that were important at an earlier period for MLB. This finding provided supporting evidence for the importance of this study, in which the collective bargaining process of MLB can be exemplified as a guideline for the collective bargaining process of the KBO. If the path of the collective bargaining process of the KBO more-or-less follows the path of that of MLB, one can reasonably predict the next set of bargaining issues of the KBO by examining the history and strategies of bargaining issues that appeared in MLB.

Recommendations

If the path of the collective bargaining process of the KBO more-or-less follows the path of that of MLB, it would be worthwhile to study all eight modifications of the collective bargaining agreement in MLB (in this study, only two agreements (1990 and 1997) were analyzed). By analyzing all eight agreements subsequently, we can get information on the exogenous factors influencing the agreements and the consequences of the agreements. This information can be very valuable for forecasting the future collective bargaining processes of the KBO.

In-depth interviews of players and team owners of the KBO are recommended for future research. Through this method, we can acquire richer information that cannot be
accessed by the survey questionnaire and, thereby, greatly enhance our understanding of the current labor disputes of the KBO. A researcher may also interview players and team owners of MLB. In doing so, one can get a glimpse of what’s really going on behind the written contract, which might be helpful for the more effective collective bargaining performance of the KBO.
APPENDIX A

REQUEST LETTER OF NOMINATION AND FORM OF NOMINATION LIST

Request Letter of Nomination

May 25, 2003

Dr. Yeun, Keeyoung, President
Korea Association of Sports and Entertainment Law (KASEL)
26, 3-ga, Pil-dong, Chung-gu, Seoul, Korea 100-715

Dear Dr. Yeon

I am writing to you to solicit your help as a president of Korea Association of Sports and Entertainment Law. I am a doctoral candidate in Sport Management, Recreation Management, and Physical Education at Florida State University and am currently involved in a dissertation study to identify collective bargaining issues of KBO.

Given that the Korean Professional Baseball Players Association recently tries to negotiate with team owners, the purpose of this study is to identify current collective bargaining issues of the KBO. This study is to examine collective bargaining issues of MLB because an understanding of its experiences will help KBO resolve disputes and establish strategies in collective bargaining. Also, in order to help KBO plan for the future and to make rationale decisions, this study is to forecast future collective bargaining issues for the KBO that will be important in the next decade.

The goal of the research is to gain a consensus of these issues and it necessitates the selection of a panel of experts comprised of players, teams, KBO committees, players advisory committees, attorneys, scholars, and newspaper reporters. I believe that the KASEL members as a scholars group are an important source of experts for this study. Thus, I would appreciate your support of the study and your recommendation of as many scholar members as you believe would be suitable for effective contribution to the study.

The followings are criteria for being an expert. Scholar should meet each of these.

1. Scholar currently should be a member of Korea Association of Sports and Entertainment Law
2. Scholar currently should be employed as a researcher or educator, or who has been retired for no longer than 5 years.
3. Scholar has published (or has made presentations), or been interested in studying in the area of both collective bargaining issues and sport
4. Scholar should be able to discern collective bargaining issues of KBO

I would request that you recommend minimum 15 scholars who you believe to fit the criteria. It is also important for you to know that I will be notifying the individuals you recommend that they were nominated by you for this study. Recommended members will be invited to participate as panel experts on a
consensus-building Delphi study. The study will involve two rounds where panels will be asked to identify bargaining issues. Each round should take approximately 15 minutes to complete with the rounds.

Thank you for your assistance and support of this request.

Sincerely,

Jongmi Joo
Doctoral Candidate
Sport Management, Recreation Management, Physical Education
Florida State University
109 Tully Gym, Tallahassee, FL 32306-4280
(850) 644-3953 (O)
(850) 385-5237 (H)
jongmijoo@hotmail.com
따라서 이러한 기준에 맞는 학자 약 15분을 제기 추천해 주시면 대단히 감사하겠습니다. 아울러, 추천하신 이분들께는 언
기영 교수님에 의해서 추천하신 특별 전문가 그룹임을 알려 드릴려고 합니다. 추천하신 이분들은 하나의 전문가 그룹으로
써 의견합의를 이루는 델파이 스터디(Delphi Study)에 참여하게 될 것이며, 이 델파이 스터디는 두번의 설문 과정을 통해 단
체협상에 대해 질문할 것입니다. 설문을 완성하는데는 약 15분 정도 소요될 것입니다. 바쁘실텐데 제 이런 요청에 기꺼히
응해 주셔서 대단히 감사드립니다.

주종미(Joo, Jongmi) 올림

Doctoral Candidate
Dept. of Sport Management, Recreation Management, 
and Physical Education
Florida State University 
109 Tully Gym, 
Tallahassee, FL, USA 32306-4280 
1-850-385-5237 (Home) 
1-850-644-7903 (Office)

Form of Nomination List

Please list the name, occupation and work address, phone, and email address of each individual you 
recommend for this study

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Occupation and Working Place</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[표]

지명자 명단

귀하께서 추천하신 분의 성함, 직업과 주소, 전화번호, 이메일 주소를 적어주시길 바랍니다.

성명 __________________ 전화번호 ___________ 이메일주소 __________________
직업과 직장명 ___________________________

성명 __________________ 전화번호 ___________ 이메일주소 __________________
직업과 직장명 ___________________________

성명 __________________ 전화번호 ___________ 이메일주소 __________________
직업과 직장명 ___________________________
APPENDIX B

APPROVAL OF HUMAN SUBJECTS

Office of the Vice President
For Research
Tallahassee, Florida 32306-2763
(850) 644-8673 - FAX (850) 644-4392

APPROVAL MEMORANDUM
Human Subjects Committee

Date: 2/19/2003

Jongmi Joo
1800 Miccosukee Commons Dr. Apt #1115
Tallahassee FL 32308

Dept: Sport Management

From: David Quadagno, Chair

Re: Use of Human Subjects in Research

Probable Collective Bargaining Issues of the Next Decade: A Model for the Korean Professional Baseball

The forms that you submitted to this office in regard to the use of human subjects in the proposal referenced above have been reviewed by the Secretary, the Chair, and two members of the Human Subjects Committee. Your project is determined to be exempt per 45 CFR § 46.101(b) 2 and has been approved by an accelerated review process.

The Human Subjects Committee has not evaluated your proposal for scientific merit, except to weigh the risk to the human participants and the aspects of the proposal related to potential risk and benefit. This approval does not replace any departmental or other approvals, which may be required.

If the project has not been completed by 2/17/2004 you must request renewed approval for continuation of the project.

You are advised that any change in protocol in this project must be approved by resubmission of the project to the Committee for approval. Also, the principal investigator must promptly report, in writing, any unexpected problems causing risks to research subjects or others.

By copy of this memorandum, the chairman of your department and/or your major professor is reminded that he/she is responsible for being informed concerning research projects involving human subjects in the department, and should review protocols of such investigations as often as needed to insure that the project is being conducted in compliance with our institution and with DHHS regulations.

This institution has an Assurance on file with the Office for Protection from Research Risks. The Assurance Number is IRB00000446.

Cc: Dr. Annie Clement
HSC No. 2003-079
Dear Panelists:

As a doctoral student at Florida State University, I am writing a dissertation regarding collective bargaining issues of the Korea Baseball Organization (KBO).

You have been nominated by ____________ to serve as a panelist for a two-stage modified Delphi survey. As a result, you are invited to join approximately 25 other experts, such as attorneys, professors, and newspaper reporters, to participate in the study.

The purpose of this study is to identify current collective bargaining issues facing KBO and further to examine these same issues in Major League Baseball (MLB). An understanding of how these issues have been addressed and resolved in MLB will help KBO resolve disputes and establish strategies in collective bargaining. Also, in order to help KBO plan for the future, this study seeks to forecast future collective bargaining issues for the KBO that will be important in the next decade.

I would like to invite you to share your knowledge and experience through two rounds of survey questions that call for thoughtful and detailed judgments on identification of collective bargaining issues of Korea Baseball Organization. The first questionnaire instructs respondents to rate and comment items and should take between 15 and 25 minutes to complete. An interim report summarizing the group’s response to the first survey will be e-mailed to panelists for their consideration prior to the second round.

I hope you will become an active participant as an expert panel member. I believe that the effort promises to be both interesting and informative, and it is an opportunity for you to help Korea professional baseball resolve labor-management issues.

Please feel free to contact me if you have any questions about the study. Thank you for your cooperation.

Sincerely,

Jongmi Joo

Doctoral Candidate
Dept. of Sport Management, Recreation Management, and Physical Education
Florida State University
109 Tully Gym,
Tallahassee, FL, USA 32306-4280
1-850-385-5237 (Home)
1-850-644-7903 (Office)
jongmijoo@hotmail.com
존경하는 패널 여러분께

저는 현재 미국 플로리다 주립대학(Florida State University)에서 한국프로야구의 단체협상에 관한 논문을 쓰고 있는 박사과정 학생입니다.

귀하께서는 ____________에 의해서 저 논문의 델파이 스토리지(Delphi Study)의 패널로 추천되었습니다. 귀하를 포함한 약 25명 정도의 패널, 즉 변호사, 교수, 신문기자 등이 이 연구에 함께 참여하고 있습니다.

이 논문의 목적은 현재 한국프로야구(KBO)가 직면해 있는 단체협상의 이슈들은 무엇인지 확인하고, 그리고 한국프로야구의 노사분쟁을 해결하고 전략을 세우는데 도움을 주기 위하여, 미국프로야구(MLB)의 단체협상의 이슈들은 무엇이었는지 조사하려고 합니다. 또한, 앞으로 한국 프로야구가 단체협상을 실시할 경우 미래를 계획하고 합리적인 선택을 할 수 있도록 도움을 주기 위하여 차후 단체협상의 중요한 이슈들을 예측하려 합니다.

따라서, 이러한 연구 목적을 달성하기 위하여 귀하의 정확하고 자세한 의견을 듣고자 이렇게 귀하를 초대하였습니다. 이 연구에서 실시하는 델파이 스토리지는 두번의 설문과정을 거치게 되는데 우선, 첫번째 설문에서는 각 문항에 대해 평가해 주시고, 혹시 다른 추가 의견이 있으시면 적어주시면 됩니다. 설문을 완성하기 위한 소요시간은 약 15분에서 25분 정도로 예상합니다. 그리고 두번째 설문을 수행하기 전에 첫번째 설문에 대한 패널 전체 의견이 요약된 중간 보고서를 받아 보시게 될 것입니다.

연구자는 귀하에게 전문가의 한 분으로써 이 연구에 적극적으로 참여하시길 부탁드리고 실심입니다. 이 연구는 귀하에게 상당한 흥미와 유익성을 제공해 줄 것이며, 아울러 한국 프로야구의 노사문제를 해결하는데 도움을 주실 수 있는 기회를 갖게 되실 것으로 연구자는 믿습니다.

만약, 연구에 대해서 궁금한 사항이 있으시면, 언제든지 아래 주소로 연락 주시길 바랍니다.
협조해 주셔서 대단히 감사합니다.

주 종미 (Joo, Jongmi)울림

Doctoral Candidate
Dept. of Sport Management, Recreation Management, and Physical Education
Florida State University
109 Tully Gym,
Tallahassee, FL, USA 32306-4280
1-850-385-5237 (Home)
1-850-644-7903 (Office)
APPENDIX D

SURVEY NUMBER ONE

Dear Panelists:

I would like to thank you for agreeing to participate in this Delphi study of the identification of collective bargaining issues for the Korea Baseball Organization.

You can critically examine and anonymously answer on the survey questionnaire. You are more than welcome to write commentary to defend your positions, to qualify your different opinions within items, to raise questions, or to give suggestions. The survey will take approximately fifteen minutes to complete. There are no correct or incorrect answers. I will guarantee the anonymity of participants and your responses will be strictly confidential.

I would appreciate it if you would complete and return this survey to me within seven days. I would appreciate for your precious time to spend this survey. I would be pleased to send you a summary of the results if you desire one.

If you have any questions, please don’t hesitate to call or email me.
Thank you in advance for your assistance and cooperation.

Sincerely,

Jongmi Joo

Doctoral Candidate
Dept. of Sport Management, Recreation Management, and Physical Education
Florida State University
109 Tully Gym, Tallahassee, FL, USA 32306-4280
1-850-385-5237 (Home)
1-850-644-7903 (Office)
jongmijoo@hotmail.com
Please complete these demographic questions by checking the appropriate boxes.

1. Occupation:  ( ) Club    ( ) Player
   ( ) KBO Committee    ( ) Players Advisory Committee
   ( ) Attorney    ( ) KPBA
   ( ) Baseball Reporter    ( ) Scholar

2. Gender:  ( ) Male    ( ) Female

3. Years in Occupation:  ( ) 1-5 years    ( ) 5-10 years
   ( ) 10-20 years    ( ) more than 20 years

4. Academic Degree:  ( ) High School    ( ) B.S.
   ( ) Ph.D. or Ed.D.    ( ) M.S.
   ( ) J.D.    ( ) Others

Part I. The following questions relate to items that are currently recognized as collective bargaining issues within the Korea Baseball Organization (KBO). Please answer the questions according to the degree of your agreement. (1=Very Strongly Disagree, 2=Strongly Disagree, 3=Disagree, 4=Neutral, 5=Agree, 6=Strongly Agree, 7=Very Strongly Agree)

Players’ Association

1. Players need an association to voice their opinions and to guarantee their labor rights.
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1 2 3 4 5 6 7

2. Players’ association should be registered as an organized labor union.
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1 2 3 4 5 6 7

Please list your comments.

----------------------------------------------------------------------------------------

Collective Bargaining

3. The ideal solution to labor disputes between players and teams can be accomplished by the collective bargaining process.
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1 2 3 4 5 6 7

Please list your comments.

----------------------------------------------------------------------------------------

KBO commissioner

4. The KBO commissioner should be a neutral third party who is not a player or owner.
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1 2 3 4 5 6 7
Please list your comments.

___________________________________________________________

**Free Agency**

5. The existing 10 year period of free agency is too long and should be reduced.
   *Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)*
   
   1 2 3 4 5 6 7

Please list your comments.

___________________________________________________________

**Players’ Agent System**

6. Players should be encouraged to obtain legal advice to better understand a contract before signing.
   *Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)*
   
   1 2 3 4 5 6 7

Please list your comments.

___________________________________________________________

**Reserve System**

7. The reserve system, limiting players from moving from one team to another at-will, should be eliminated.
   *Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)*
   
   1 2 3 4 5 6 7

Please list your comments.

___________________________________________________________

**Pictures and Public Appearance**

8. Authority for pictures and public appearances should belong to the team while the player is under contract. *Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)*
   
   1 2 3 4 5 6 7

9. Authority for pictures and public appearances should be negotiated by a player representative. *Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)*
   
   1 2 3 4 5 6 7

Please list your comments.

___________________________________________________________
Foreign Players

10. The number of non-Korean foreign players should be reduced.
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1  2  3  4  5  6  7

Please list your comments.

Annual Salary

11. The annual increase in a player’s salary should be limited to 150% or less.
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1  2  3  4  5  6  7

12. The current minimum salary (about $15,000) should be increased.
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1  2  3  4  5  6  7

Please list your comments.

Pension

13. The current pension fund provided by KBO should be increased.
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1  2  3  4  5  6  7

14. Players should be provided with a disability pension when appropriate.
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1  2  3  4  5  6  7

15. Players should be provided with a pension on retirement.
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1  2  3  4  5  6  7

Please list your comments.

Insurance

16. Teams should be required to purchase disability insurance for players.
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1  2  3  4  5  6  7
17. Players should be required to purchase disability insurance for themselves.  
   Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree) 
   
   1  2  3  4  5  6  7 

Please list your comments.

---

**Working Conditions and Treatment**

18. Players should be provided with equipment and trainers to maintain fitness.  
   Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree) 
   
   1  2  3  4  5  6  7 

19. Teams should provide comprehensive medical and rehabilitation service for injured players.  
   Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree) 
   
   1  2  3  4  5  6  7 

Please list your comments.

---

**Part II.** The following statements relate to items that were addressed as the collective bargaining issues of Major League Baseball. Please answer by indicating the degree to which each item will be an important bargaining issue for Korea Baseball Organization.

1. As a result of the 1970 negotiations of MLB, United States players’ pension tripled. Like the example of MLB, pension funding may be an important issue to the KBO.  
   Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree) 
   
   1  2  3  4  5  6  7 

2. As a result of the 1970 negotiations of MLB, the minimum salary rose from $6,000 to $16,000 and the average salary more than doubled to $40,956. Like the example of MLB, an increase of minimum salary may be an important issue to the KBO.  
   Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree) 
   
   1  2  3  4  5  6  7 

3. As a result of the 1973 negotiations of MLB, players and owners created an arbitration system that allows a neutral third party in a collective bargaining deadlock to resolve disputes. Like the example of MLB, arbitration system may be an important issue to the KBO.  
   Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree) 
   
   1  2  3  4  5  6  7 

4. As a result of the 1973 negotiations of MLB, players and owners eliminated the reserve system. Like the example of MLB, the elimination of the reserve system may be an important issue to the KBO.  
   Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree) 
   
   1  2  3  4  5  6  7
5. As a result of the 1976 negotiations of MLB, the owners acquired a provision in the negotiation with players that they must have had at least 6 years of MLB service before becoming free agents. In return, the owners conceded to an increase in players’ pension funds as well as to raises in players’ minimum salaries. Like the example of MLB, the period of free agency may be an important issue to the KBO. Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)

6. As a result of the 1980 negotiations of MLB, a new free agent system was established to compensate teams losing players via free agency. Like the example of MLB, this compensation system for players may be an important issue to the KBO. Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)

7. As a result of the 1980 negotiations of MLB, a new free agent system was established to form a wage scale providing minimum and maximum salaries for players with less than six years of play. Like the example of MLB, this wage scale system may be an important issue to the KBO. Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)

8. As a result of the 1985 negotiations of MLB, the owners’ priorities moved from free agency compensation to decreasing the rate of escalating salary growth. Like the example of MLB, escalating salary growth may be an important issue to the KBO. Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)

9. As a result of the 1990 negotiations of MLB, the parties agreed to collective bargaining after players rejected the owners’ proposal for a revenue-sharing system and the owners had implemented a lockout on Feb. 15, 1990. Finally, the players began to engage in a strike on Aug., 1994, and the owners cancelled the season. Like the example of MLB, owners’ lockouts and players’ strikes may be important issues to the KBO. Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)

10. As a result of the 1996 negotiations of MLB, players received an increase in their minimum salary. In return, the owners were permitted to implement a luxury tax on the five teams having the largest aggregate player payrolls and player salary taxes. Like the example of MLB, luxury taxes or player salary taxes may be an important issue to the KBO. Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)

11. As a result of the 1996 negotiation of MLB, owners were allowed an increase of revenue sharing. Like the example of MLB, revenue sharing may be an important issue to the KBO. Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)

Please list your comments.
Part III. Please rank from 1 to 10 those issues that you anticipate to be important bargaining issues between the Korean professional baseball players and team owners in the next decade. The top rank should be assigned the number 1 and so forth.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>Annual salary</td>
</tr>
<tr>
<td>_____</td>
<td>Minimum salary</td>
</tr>
<tr>
<td>_____</td>
<td>Pension benefits</td>
</tr>
<tr>
<td>_____</td>
<td>Insurance</td>
</tr>
<tr>
<td>_____</td>
<td>Retirement benefits</td>
</tr>
<tr>
<td>_____</td>
<td>Sick leave benefits</td>
</tr>
<tr>
<td>_____</td>
<td>Team compensation via free agency</td>
</tr>
<tr>
<td>_____</td>
<td>Revenue-sharing system</td>
</tr>
<tr>
<td>_____</td>
<td>Luxury tax and player salary taxes</td>
</tr>
<tr>
<td>_____</td>
<td>Education for retirement preparation</td>
</tr>
<tr>
<td>_____</td>
<td>Players’ rights</td>
</tr>
<tr>
<td>_____</td>
<td>Owners’ rights</td>
</tr>
<tr>
<td>_____</td>
<td>Rights of players association</td>
</tr>
<tr>
<td>_____</td>
<td>Rights of collective bargaining</td>
</tr>
<tr>
<td>_____</td>
<td>Arbitration system</td>
</tr>
<tr>
<td>_____</td>
<td>Grievance procedure</td>
</tr>
<tr>
<td>_____</td>
<td>Player’s agent system</td>
</tr>
<tr>
<td>_____</td>
<td>Free agency</td>
</tr>
<tr>
<td>_____</td>
<td>Reserve system</td>
</tr>
<tr>
<td>_____</td>
<td>Pictures</td>
</tr>
<tr>
<td>_____</td>
<td>Players’ discipline policy</td>
</tr>
<tr>
<td>_____</td>
<td>KBO commissioner</td>
</tr>
<tr>
<td>_____</td>
<td>Entry of foreign players</td>
</tr>
<tr>
<td>_____</td>
<td>Working conditions</td>
</tr>
<tr>
<td>_____</td>
<td>Employment policies</td>
</tr>
<tr>
<td>_____</td>
<td>Negotiation procedure</td>
</tr>
<tr>
<td>_____</td>
<td>Owners’ lockouts</td>
</tr>
<tr>
<td>_____</td>
<td>Players’ strikes</td>
</tr>
</tbody>
</table>

Please list your comments.
존경하는 편널 여러분께:

한국프로야구의 노사협상에 관한 문제 인식 연구에 기꺼이 참석해 주셔서 대단히 감사합니다.

이 설문지를 받으시면, 우선 문항에 대해 신중하게 그리고 무기명으로 대답해 주시기 바랍니다. 혹시 문항에 대해서 질문, 반대의견, 혹은 제안점이 있으면, 상세히 적어주시기 바랍니다. 설문을 완성하는데 약 15분 정도 소요될 것이며, 각 절문에는 옵고 그른 답이 없습니다. 또한 귀하께서 응답하신 내용은 연구목적 이외의 다른 용도로 사용되지 않을 것이며, 무기명으로 할 것을 약속드립니다.

이 설문지를 받으신 후 7일 이내로 답을 해주시면 대단히 감사하겠습니다. 아울러 바쁘신 중에도 불구하고 이렇게 귀한 시간을 투자하여 제 설문에 응답해 주셔서 더욱 감사드립니다. 비록 부족하지만, 원하시는 연구 결과를 기꺼이 보내드리겠습니다.

만약, 이 연구에 대해 궁금한 사항이 있으시면, 주저하지 마시고 연락주시길 바랍니다.

주 종 미 (Joo, Jongmi) 물림

Doctoral Candidate
Dept. of Sport Management, Recreation Management,
and Physical Education
Florida State University
109 Tully Gym,
Tallahassee, FL, USA 32306-4280
1-850-385-5237 (Home)
1-850-644-7903 (Office)
다음 인구통계학적인 질문에 대답하여 주시길 바랍니다.

1. 직업: ( ) 구단 ( ) 선수
   ( ) KBO 위원 ( ) 선수자문위원
   ( ) 변호사 ( ) KPBA (한국프로야구선수협의회)
   ( ) 야구전문가 ( ) 학자

2. 성별: ( ) 남성 ( ) 여성

3. 근무연수: ( ) 1년-5년 ( ) 5년-10년
   ( ) 10년-20년 ( ) 20년 이상

4. 최종학력: ( ) 고등학교 졸업 ( ) 대학교 졸업 ( ) 석사학위 취득
   ( ) 박사학위 취득 ( ) 로스쿨 ( ) 기타

Part I. 다음 질문들은 현재 한국프로야구에서 인식되고 있는 문제들에 대한 항목들이며, 이에 대한 귀하의 의견을 듣고자 합니다. 각 아래의 질문에 대해 동의하는 정도에 따라 대답해 주시길 바랍니다. (1. 매우 강하게 동의하지 않는다, 2. 강하게 동의하지 않는다, 3. 동의하지 않는다, 4. 중립적이다, 5. 동의한다, 6. 강하게 동의한다, 7. 매우 강하게 동의한다)

선수협에 관한 질문

1. 선수들은 그들의 의견을 반영하고 그들의 노동권리를 보장하기 위하여 선수협이 필요하다.
   (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)
   1 2 3 4 5 6 7

2. 선수협은 노동조합으로 등록되어야한다. (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)
   1 2 3 4 5 6 7

다른 의견이 있으시면 적어주시기 바랍니다.

단체협상에 관한 질문

3. 선수와 구단간의 노사문제는 선수노조와 구단측과의 단체협상을 통한 해결이 이상적이다.
   (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)
   1 2 3 4 5 6 7

다른 의견이 있으시면 적어주시기 바랍니다.

KBO 총재에 관한 질문

4. KBO 총재는 중립적인 입장을 취하기 위해서 구단주나 혹은 선수 출신이 아닌 제3자가 임명되어야한다. (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)
다른 의견이 있으시면 적어주시길 바랍니다.

자유계약선수에 관한 질문

5. 자원계약선수가 될 수 있는 10년 급한은 너무 길며 줄어야한다.
   (1=매우 강하게 동의하지 않다, 7=매우 강하게 동의한다)
   1 2 3 4 5 6 7

다른 의견이 있으시면 적어주시길 바랍니다.

대리인 제도에 관한 질문

6. 선수는 계약서를 보다 잘 이해하고 법적인 조언을 얻기 위하여 대리인이 필요하다.
   (1=매우 강하게 동의하지 않다, 7=매우 강하게 동의한다)
   1 2 3 4 5 6 7

다른 의견이 있으시면 적어주시길 바랍니다.

보류제도에 관한 질문

7. 선수의 팀 이적을 제한하는 보류제도는 폐지되어야 한다.
   (1=매우 강하게 동의하지 않다, 7=매우 강하게 동의한다)
   1 2 3 4 5 6 7

다른 의견이 있으시면 적어주시길 바랍니다.

선수초상권에 관한 질문

8. 선수의 사진 활영과 대외활동에 관한 모든 권한은 구단주에게 귀속되어야 한다.
   (1=매우 강하게 동의하지 않다, 7=매우 강하게 동의한다)
   1 2 3 4 5 6 7

9. 선수의 사진 활영과 대외활동에 관한 모든 권한은 선수의 대표자와 협상을 통해 이루어져야 한다.
   (1=매우 강하게 동의하지 않다, 7=매우 강하게 동의한다)
   1 2 3 4 5 6 7

다른 의견이 있으시면 적어주시길 바랍니다.
용병선수에 관한 질문

10. 외국 용병선수의 수를 축소시켜야 한다. (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

   1 2 3 4 5 6 7

다른 의견이 있으시면 적어주시기 바랍니다.

연봉에 관한 질문

11. 연봉 인상폭은 150% 정도로 제한해야 한다. (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

   1 2 3 4 5 6 7

12. 현재 시행되고 있는 최저연봉 액수 (17,000,000원)를 상승시켜야 할 필요가 있다.
   (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

   1 2 3 4 5 6 7

다른 의견이 있으시면 적어주시기 바랍니다.

연금에 관한 질문

13. 현재 KBO에서 실시되고 있는 연금 액수는 증가되어야 한다.
   (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

   1 2 3 4 5 6 7

14. 선수들에게 부상으로 인한 신체장애연금이 제공되어야 한다.
   (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

   1 2 3 4 5 6 7

15. 선수들에게 은퇴후 실업연금이 제공되어야 한다.
   (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

   1 2 3 4 5 6 7

다른 의견이 있으시면 적어주시기 바랍니다.

보험에 관한 질문

16. 팀은 선수의 신체장애에 대한 보험에 가입해야 한다.
110

(1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
</table>

17. 선수는 선수자신의 신체장애에 대한 보험이 가입해야 한다.
   (1=매우 강하게 동의하지 않는다고, 7=매우 강하게 동의한다)

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
</table>

다른 의견이 있으시면 적어주시길 바랍니다.

선수들의 근로조건과 처우에 관한 질문

18. 구단은 선수들에게 체력관리를 위한 새로운 장비와 트레이너를 제공해야 한다.
   (1=매우 강하게 동의하지 않는다고, 7=매우 강하게 동의한다)

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
</table>

19. 구단은 부상한 선수들을 위해서 보다 나은 의료시설과 재활시스템을 제공해야 한다.
   (1=매우 강하게 동의하지 않는다고, 7=매우 강하게 동의한다)

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
</table>

다른 의견이 있으시면 적어주시길 바랍니다.

Part II. 다음 질문들은 미국메이저리그의 단체협상을 통해 제기되었던 문제들입니다. 이들이 차후 한국프로야구의 단체협상에 중요한 이슈로 제기될 수 있다고 생각되는 정도에 따라 질문에 대답하여주시길 바랍니다.

1. 1970년 메이저리그 협상을 통하여, 선수들은 세배이상의 연금을 얻게 되었다. 메이저리그의 경우처럼, 선수 연금에 관한 문제는 한국프로야구에게도 중요한 이슈가 될 수 있다.
   (1=매우 강하게 동의하지 않는다고, 7=매우 강하게 동의한다)

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
</table>

2. 1970년 메이저리그 협상을 통하여, 선수들의 최소연봉이 $6,000에서 $16,000으로 올랐으며, 선수 평균연봉도 베로 오른 $40,956였다. 메이저리그의 경우처럼, 최소연봉의 증가는 한국프로야구에게도 중요한 이슈가 될 수 있다.
   (1=매우 강하게 동의하지 않는다고, 7=매우 강하게 동의한다)

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
</table>

3. 1973년 메이저리그 협상을 통하여, 선수와 구단은 중재제도를 이루어냈다. 이처럼, 단체협상이난국에 흘러 있음 때 상호 인정된 제3자가 노사분규를 해결하는 소위 중재제도는 한국프로야구에서도 중요한 이슈가 될 수 있다.
   (1=매우 강하게 동의하지 않는다고, 7=매우 강하게 동의한다)

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
</table>

   (1=매우 강하게 동의하지 않는다고, 7=매우 강하게 동의한다)
5. 1976년 메이저리그는 협상을 통하여, 구단은 선수의 연금과 최소연봉액수를 증가시키는 조건으로 선수가 자유 계약선수로 되기 위해서는 최소한 6년을 한 팀에 종사해야한다는 조건을 얻었다. 이처럼 한국프로야구에서도 자유계약선수의 기간은 중요한 이슈가 될 수 있다.
(1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

6. 1980년 메이저리그는 협상을 통하여, 자유계약선수제도를 통해서 선수를 잃은 팀에 대해 보상을 하는 새로운 제도를 마련하였다. 이처럼 한국프로야구에서도 팀 보상제도가 중요한 이슈가 될 수 있다.
(1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

7. 1980년 메이저리그는 협상을 통하여, 6년 이하된 선수들에게는 연봉상한제를 만들었다. 따라서, 6년 이하 선수들에게 주어지는 연봉상한제는 한국프로야구에서도 중요한 이슈가 될 수 있다.
(1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

8. 1985년 메이저리그는 협상을 통하여, 구단은 자유계약선수제도를 통한 팀 보상제도 대신 상승하는 선수연봉비율 감소를 택하였다. 이처럼, 상승하는 선수 연봉은 한국프로야구에서도 중요한 이슈가 될 수 있다.
(1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

(1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

10. 1996년 메이저리그 협상을 통하여, 선수들은 최소연봉을 증가시키고, 구단주는 연봉상한제를 지닌 5팀에 대해서 사치세와 선수 연봉책을 실시하도록 허락받았다. 이처럼 사치세와 선수연봉에 대한 세금문제도 한국프로야구에서도 중요한 이슈가 될 수 있다. (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

11. 1996년 메이저리그 협상을 통하여, 구단은 이익분배액수의 증가를 얻어냈다. 구단에 대한 이익분배액수의 증가는 한국프로야구에서도 중요한 이슈가 될 수 있다.
(1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)

다른 의견이 있으시면 적어주시길 바랍니다.
Part III. 아래 항목들 중에서 앞으로 한국프로야구 선수와 구단간에 단체협상을 실시할 경우 협상을 통해서 어떠한 이슈들이 이 중요한 문제로 제기될 것인지를 1부터 10까지 중요한 순서대로 나열해 주시길 바랍니다.

<table>
<thead>
<tr>
<th>순위</th>
<th>항목</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>연봉</td>
</tr>
<tr>
<td>2.</td>
<td>최소연봉</td>
</tr>
<tr>
<td>3.</td>
<td>연급제도</td>
</tr>
<tr>
<td>4.</td>
<td>보험</td>
</tr>
<tr>
<td>5.</td>
<td>퇴직금</td>
</tr>
<tr>
<td>6.</td>
<td>병가에 대한 보상</td>
</tr>
<tr>
<td>7.</td>
<td>자유계약선수에 의한 팀 보상문제</td>
</tr>
<tr>
<td>8.</td>
<td>이익분배제도</td>
</tr>
<tr>
<td>9.</td>
<td>사치세와 선수연봉제</td>
</tr>
<tr>
<td>10.</td>
<td>은퇴후 직업준비에 대한 교육</td>
</tr>
</tbody>
</table>

다른 의견이 있으시면 적어주시길 바랍니다.
### Table 12
*Statistical Summary of Panelists’ Responses to Survey Number One*

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Statement</th>
<th>Median</th>
<th>Interquartile</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part I</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Players need an association to voice their opinions and to guarantee their labor rights.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>2</td>
<td>Players’ association should be registered as an organized labor union.</td>
<td>5.00</td>
<td>4.00</td>
</tr>
<tr>
<td>3</td>
<td>The ideal solution to labor disputes between players and teams can be accomplished by the collective bargaining process.</td>
<td>6.00</td>
<td>3.00</td>
</tr>
<tr>
<td>4</td>
<td>The KBO commissioner should be a neutral third party who is not a player or owner.</td>
<td>5.00</td>
<td>3.00</td>
</tr>
<tr>
<td>5</td>
<td>The existing 10 year period of free agency is too long and should be reduced.</td>
<td>6.00</td>
<td>3.00</td>
</tr>
<tr>
<td>6</td>
<td>Players should be encouraged to obtain legal advice to better understand a contract before signing.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>7</td>
<td>The reserve system, limiting players from moving from one team to another at-will, should be eliminated.</td>
<td>5.00</td>
<td>5.00</td>
</tr>
<tr>
<td>8</td>
<td>Authority for pictures and public appearances should belong to the team while the player is under contract.</td>
<td>2.00</td>
<td>2.00</td>
</tr>
<tr>
<td>9</td>
<td>Authority for pictures and public appearances should be negotiated by a player representative.</td>
<td>4.00</td>
<td>3.00</td>
</tr>
<tr>
<td>10</td>
<td>The number of non-Korean foreign players should be reduced.</td>
<td>4.00</td>
<td>3.00</td>
</tr>
</tbody>
</table>
Table 12 – Continued

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Statement</th>
<th>Median</th>
<th>Interquartile</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.</td>
<td>The annual increase in a player’s salary should be limited to 150% or less.</td>
<td>3.00</td>
<td>3.00</td>
</tr>
<tr>
<td>12.</td>
<td>The current minimum salary (about $15,000) should be increased.</td>
<td>5.00</td>
<td>3.00</td>
</tr>
<tr>
<td>13.</td>
<td>The current pension fund provided by KBO should be increased.</td>
<td>5.00</td>
<td>3.00</td>
</tr>
<tr>
<td>14.</td>
<td>Players should be provided with a disability pension when appropriate.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>15.</td>
<td>Players should be provided with a pension on retirement.</td>
<td>5.00</td>
<td>3.00</td>
</tr>
<tr>
<td>16.</td>
<td>Teams should be required to purchase disability insurance for players.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>17.</td>
<td>Players should be required to purchase disability insurance for themselves.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>18.</td>
<td>Players should be provided with equipment and trainers to maintain fitness.</td>
<td>5.00</td>
<td>2.00</td>
</tr>
<tr>
<td>19.</td>
<td>Teams should provide comprehensive medical and rehabilitation service for injured players.</td>
<td>7.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>

Part II

1. As a result of the 1970 negotiations of MLB, United States players’ pension tripled. Like the example of MLB, pension funding may be an important issue to the KBO.  
   Median: 6.00  Interquartile: 2.00

2. As a result of the 1970 negotiations of MLB, the minimum salary rose from $6,000 to $16,000 and the average salary more than doubled to $40,956. Like the example of MLB, an increase of minimum salary may be an important issue to the KBO.  
   Median: 6.00  Interquartile: 2.00

3. As a result of the 1973 negotiations of MLB, players and owners created an arbitration system that allows a neutral third party in a collective bargaining deadlock to resolve disputes. Like the example of MLB, arbitration system may be an important issue to the KBO.  
   Median: 6.00  Interquartile: 2.00
<table>
<thead>
<tr>
<th>Question Number</th>
<th>Statement</th>
<th>Median</th>
<th>Interquartile</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>As a result of the 1973 negotiations of MLB, players and owners eliminated the reserve system. Like the example of MLB, the elimination of the reserve system may be an important issue to the KBO.</td>
<td>6.00</td>
<td>3.00</td>
</tr>
<tr>
<td>5.</td>
<td>As a result of the 1976 negotiations of MLB, the owners acquired a provision in the negotiation with players that they must have had at least 6 years of MLB service before becoming free agents. In return, the owners conceded to an increase in players’ pension funds as well as to raises in players’ minimum salaries. Like the example of MLB, the period of free agency may be an important issue to the KBO.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>6.</td>
<td>As a result of the 1980 negotiations of MLB, a new free agent system was established to compensate teams losing players via free agency. Like the example of MLB, this compensation system for players may be an important issue to the KBO.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>7.</td>
<td>As a result of the 1980 negotiations of MLB, a new free agent system was established to form a wage scale providing minimum and maximum salaries for players with less than six years of play. Like the example of MLB, this wage scale system may be an important issue to the KBO.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>8.</td>
<td>As a result of the 1985 negotiations of MLB, the owners’ priorities moved from free agency compensation to decreasing the rate of escalating salary growth. Like the example of MLB, escalating salary growth may be an important issue to the KBO.</td>
<td>6.00</td>
<td>2.00</td>
</tr>
<tr>
<td>9.</td>
<td>As a result of the 1990 negotiations of MLB, the parties agreed to collective bargaining after players rejected the owners’ proposal for a revenue-sharing system and the owners had implemented a lockout on Feb. 15, 1990. Finally, the players began to engage in a strike on Aug., 1994, and the owners cancelled the season. Like the example of MLB, owners’ lockouts and players’ strikes may be important issues to the KBO.</td>
<td>6.00</td>
<td>3.00</td>
</tr>
</tbody>
</table>
Table 12 – Continued

Statistical Summary of Panelists’ Responses to Survey Number One

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Statement</th>
<th>Median</th>
<th>Interquartile</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>As a result of the 1996 negotiations of MLB, players received an increase in their minimum salary. In return, the owners were permitted to implement a luxury tax on the five teams having the largest aggregate player payrolls and player salary taxes. Like the example of MLB, luxury taxes or player salary taxes may be an important issue to the KBO.</td>
<td>5.00</td>
<td>2.00</td>
</tr>
<tr>
<td>11.</td>
<td>As a result of the 1996 negotiation of MLB, owners were allowed an increase of revenue sharing. Like the example of MLB, revenue sharing may be an important issue to the KBO.</td>
<td>5.00</td>
<td>3.00</td>
</tr>
</tbody>
</table>

Table 13

Ranking of Important Bargaining Issues between the Korean Professional Baseball Players and Clubs

<table>
<thead>
<tr>
<th>Rank</th>
<th>Issues</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Annual salary</td>
<td>(17.2%)</td>
</tr>
<tr>
<td>2</td>
<td>Pension benefits</td>
<td>(12.1%)</td>
</tr>
<tr>
<td>3</td>
<td>Minimum salary</td>
<td>(10.1%)</td>
</tr>
<tr>
<td>3</td>
<td>Players’ rights</td>
<td>(10.1%)</td>
</tr>
<tr>
<td>5</td>
<td>Free agency</td>
<td>(09.1%)</td>
</tr>
<tr>
<td>6</td>
<td>Player’s agent system</td>
<td>(07.1%)</td>
</tr>
<tr>
<td>6</td>
<td>Entry of foreign players</td>
<td>(07.1%)</td>
</tr>
<tr>
<td>8</td>
<td>Insurance</td>
<td>(04.0%)</td>
</tr>
<tr>
<td>8</td>
<td>Rights of players association</td>
<td>(04.0%)</td>
</tr>
<tr>
<td>8</td>
<td>Rights of collective bargaining</td>
<td>(04.0%)</td>
</tr>
</tbody>
</table>
APPENDIX F
PANELISTS’ COMMENTS FROM SURVEY NUMBER ONE

Part I. Current Issues of Collective Bargaining Perceived by Korean Experts

Korea Professional Baseball Players Association (Q1-Q2)

- Strongly disagree because baseball players association has possibility to be a radical union due to tendency of general Korean labor movement even though I think KPBPA needs to be registered in labor union.
- I think establishment of KPBPA as a labor union is premature.
- I think establishment of KPBPA as a labor union is premature due to lack of players’ recognition for their union.
- In order to protect players’ rights, association is acceptable, but not labor union due to Korean societal circumstances.
- The issue is whether or not baseball players’ association is accepted by Trade Union and Labor Relations Adjustment Act as a labor union.
- Many players may withdraw from players’ association if it is registered as a labor union, because players had experienced how seriously teams and KBO gave players, who were members of players association, threat, pressure, and disadvantage during the initiating period of players association.

Collective Bargaining (Q3)

- After legal protection as a labor union is guaranteed.
- Establishment of players’ association as a labor union is premature. Baseball teams should be operated like business company, not just promoting means.
- Ideologically, the collective bargaining process is needed for the disputes between players and teams, but it needs take time.
- Individual contract and collective bargaining agreement should be separated.

KBO Commissioner (Q4)

- In case of MLB, they have had many problems since the owner of club became the MLB commissioner. There must be contradicting opinions.
- Must reduce power of KBO and KBO commissioner.
- KBO is not a neutral position, but it is just a league, which operates its teams. Therefore, there is limitation for being neutral position of KBO. KBO commissioner should become a person who more frees from team.
- There is no need to be a third party. More neutral system or institution for Korean professional baseball is needed than an individual of KBO commissioner.
- KBO commissioner should represent for teams interest because the KBO commissioner is a chief who is selected by an owner of teams.
• I strongly agree that the KBO commissioner should be a neutral third party. However, the important issue is that by whom the KBO commissioner is selected or who appoints the KBO commissioner.
• I hope the KBO commissioner is selected by one of players.

**Free Agency (Q5)**

• Current period of free agency is not 10 year, but 9 year. Nine year of period is still long. I think 7-8 years will be desirable.
• 9 years for free agency of Korean professional baseball team and 7 years for abroad team.
• 7 years is desirable if considering army service, which is mandatory duty for every Korean man, team compensation, and assignment condition.
• Army service should be considered.
• Establishment of salary arbitration system and adjustment of condition for team compensation are more important than the period of free agency.

**Players’ Agent System (Q6)**

• Need player’s agent.
• Obtain legal service from attorney with players own expense is player’s liberty. In order to protect players from unfair contract, it is necessary to obtain advice from legal expert.
• Players agent should be attorney, but it needs to refer Japanese policy that attorney cannot represent no more than two players.
• It is not fair that it is allowed to have agent for professional soccer players, but not for baseball players. It can be an issue in terms of violation of basic human rights.
• I agree that players have agent, but it is premature because there are not many players who are affordable to hire attorney. It will be limited for only few high salaried players.
• I agree it definitely needs, but it is not easy under the Korean professional circumstances.

**Reserve System (Q7)**

• Reserve system should be existed under the circumstances between the necessity of limitation of players moving and movable liberty of players.
• Reserve system is violating players’ liberty of job selection.
• The more important issue is that players do not recognize the problem of reserve system or even no interest in.
• Reserve system is the basic of existence of professional baseball.

**Pictures and Public Appearance**

• Need to obtain team’ consent for players picture activities and public appearance, but the profit should be shared.
• Acceptable to obtain team’s consent even though it is players rights.
• Case by case. If player wears team’s uniform, it should belong to the team. If it is involved in player’s individual activity, it should belong to the player.
• Authority for pictures and public appearances should be dealt by player’s agent.
• Player’s reputation should be recognized.

**Foreign Players (Q10)**

• Current number of foreign players is proper.
• I think team should keep foreign players in terms of introduction of advanced technique of baseball.
**Annual Salary (Q11-Q12)**

- There is no limitation for salary increase, but for salary decrease that is 25% of annual salary for a player with below about $100,000 and 30% for a player with above about $100,000.
- Limitation of salary increase is not valid and practical.
- Current minimum salary is 19,000,000 won. I think we need to pay minimum salary differently between major and minor league in order to let players in minor motivate to move major league.

**Pension (Q13-Q15)**

- Overall pension system should be improved.
- Players should be recognized as laborers and, therefore, be benefited by National Pension Act, Industrial Accident Compensation Insurance Act, and Employment Insurance Act.
- The time and condition to pension is more important issue.
- Need pension system reflected by opinions of players union.

**Insurance (Q16-Q17)**

- Industrial Accident Compensation Insurance Act should be applied for players along with the recognition of player laborer.
- It should be covered by social insurance, but, under the current circumstance, which is not covered by social insurance, I totally agree players should purchase disability insurance for themselves.
- Given that Lim, Soo-hyuk player’s injury proved, player should be educated prevent their injury or encouraged to purchase insurance.

**Working Conditions and Treatment (Q18-Q19)**

- Currently, teams provide with equipment and trainers to maintain fitness and provide comprehensive medical and rehabilitation service for injured players.

**Part II. Issues addressed in the MLB collective bargaining process**

- There exists difference between MLB and KBO in terms of whether or not professional baseball is considered as a means of profits.
- I mainly answered for every question with “strongly agree” rather than “very strongly agree” because I think there must exist cultural and societal differences between MLB and KBO even though baseball was originated from America.
- Is it real true that they eliminated the reserve system through the 1973 MLB bargaining? Isn’t the 6-year service of MLB rookies reserve system?
- There are no teams in KBO, which make profits, and thus increase salary can be an important issue.

**Part III. Issues anticipated being important bargaining issues in KBO**

- Need to include draft system
- Free agency system, foreign players, and pension system are important.
Part I. 현재 한국프로야구에서 인식되고 있는 문제들

선수협의회에 관한 질문

- 원칙적으로는 노동조합등록이 필요하다. 한국공동노동의 성향을 볼 때 프로야구선수협의회도 유사한 방향(투쟁 중심)으로 훌리기 쉽기 때문에 강력히 동의하지 않음.
- 아직 노조 설립은 시기상조라고 볼.
- 노동조합 결성을 규범적으로 옵지지만, 선수들 스스로 노동조합을 결성하려는 의식이 적어 현실적으로는 시일을 요하는 문제로 사료.
- 선수들의 권리의 보호하기 위해서는 최소한의 단체의 존재는 인정하나 법적 견해상 및 국내사정상 노동조합은 다소 부정적임.
- 현행 노동조합 및 노동관계조정법에 따라 노동조합은 설립을 신고하도록 되어있으므로 노조 설립신고자로 받아 들여서나가 관련 입.
- 선수들의 권리가 노동조합의 결성을 통한 노동법적 보호와 선수협이 추구하고 있는 경쟁법적 보호가 동시에 보장될 수 있도록 하여야 할 것이다.
- 선수협 초창기에는 8개구단 모든 선수들이 선수협을 간절히 원했다. 하지만 구단과 KBO의 협박, 압력, 허위등에 의해 불이익을 당하는 선수들이 생겨나고 (은퇴,방출), 이에 대한 상처는 너무 컸다. 이런 와중에 노조로 등록한다는 것은 계란으로 바꿔치기이다. 가장 중요한 것은 선수들간의 협조가 안될 것은 불을 보듯 뻔하다. 왜냐하면, 선수협 참여자는 그 고를을 너무 잘 알고 비참여선수들도 앞으로 너무 잘 부탁기 때문에 선수들의 힘을 묻기엔 아주 힘들것이라 생각된다. 따라서, 만약에 노조를 신청하면 많은 선수들이 선수협을 탈퇴하는 불상사가 생길수도 있다.

단체협상에 관한 질문

- 노조에 대한 법적지휘가 보장된 후에.
- 아직 노조 단계까지 가는 것은 바람직하지 않음. 먼저 구단이 흥보 수단이 아닌 비지니스로서 야구단 운영이 가능해져야 함.
- 이상적으로는 선수와 구단간의 문제발생시 단체협상은 아주 바람직하다. 하지만, 현실적으로 선수노조로 갈 가능성이 아주 희박하며, 세월이 많이 흘러야 할 것이다. 어려가지 이유가 있었지만, 선수측면에서 보면, 일단, 노조를 운영해 갈 선수 대표단들이 문제나 법률관련 사항들을 자세히 잘 알지 못할뿐 아니라 알고 해도 시존 중에는 시간활용이 되지 않고 구단 대표단들이 모이고도 쉽지 않다. 심지어, 현존해 있는 선수협의 회장이 누군지 모르는 정도로 선수들의 적극성이 많이 떨어져있는 실정이다.
- 선수의 근로조건 중 연봉등의 문제는 집단적인 단체협약보다는 개별계약이 타당하지만, 다른 근로조건은 단체협약으로 정하는 것이 바람직하며 모든 근로조건을 단체협약으로 정하는 것보다는 프로선수의 특성을 고려하여 개별계약과 단체협약으로 처리해야 할 것을 분리하는 것이 바람직.

KBO 총재에 관한 질문

- 미국의 경우도 구단주가 커미셔너가 되면서 크고 작은 문제들이 많다. 아무래도 이해가 상충이 되면 문제가 생길 수 밖에 없다.
- KBO의 전반적 축소하는 것이 바람직함. KBO 총재가 선수와 구단과의 문제에 개입할 수 있는 여지를 줄여야 함.
- KBO는 종합적 위치의 기구가 아닌 사용자 측의 연합체에 불과함. 따라서 KBO가 종재자에 위치해 있는 것에는 한계가 있음. KBO의 실무적 전향을 고려하여 가급적 구단으로부터 자유로운 인물이 상대적으로 바람직하다고 생각.
- 반드시 제3자여야 할 필요는 없다고 생각한다. 총재 개선보다는 종합적인 시스템이나 제도를 만들어야 할 것이다.
• 총재는 택성적으로 구단이익을 대변할 수밖에 없다. 구단이 모인 야구위원회의 장이기 때문이다.
• 매우 강하게 통의 하지만 3차가 일정되는 경우면 아니고 누가 지명을하느냐가 중요하다. 하지만 선수협측에
  지명한 사람을 절대로 KBO 총재 안될 것이다. 지금까지 그랬었고 앞으로도 그러질 것이다.
• 선수출신이면 좋다.

자유계약선수에 관한 질문

• 현행 자유계약선수 제도(한국)는 10년이 아니라 9년입니다. 9년은 조금 짧은 것 같고, 7~8년 정도가 적당한 것 같
  습니다.
• 현재 9년일, 해외집중은 7년.
• 9년간(지금은 9년으로 줄었음) 거의 1군에서 플라임으로 뛰어야 하고, 특히 군복무 기간까지 합하게 되면 9년 이
  상이지 않아 자유계약선수가 될 수 있다. 또한, 조건도 까다롭다. 보상액수나 보상선수와 같은 이적 조건들도 결
  림들이 된다. 이런 조건들이 자유계약선수를 포기하게 한다. 따라서 약 7년 정도면 적당하다고 본다.
• 우리나라에서의 군복무라는 특성은 간안해야한다.
• 기간보다는 연봉조정위원회 활성화 및 자유계약선수와 계약시 전구단에 대한 보상조건 완화가 더 중요함.

대리인 제도에 관한 질문

• 스포츠에이전트 인정함.
• 선수가 자기 비용으로 변호사로부터 법률서비스를 받는 것은 선수의 자유이다. 부당한 계약을 사전에 방지하는
  최선의 길은 계약단계에서부터 법률전문가의 도움이 절대적으로 필요하다.
• 선수의 대리인은 변호사에 한정되며 변호사가 2인 이내의 선수를 대리할 수 있도록 하는 일반의 경우를 참고할
  필요가 있다.
• 프로축구는 대리인 제도를 허용하면서 프로야구에는 대리인 제도를 금지하는 것은 평등권 침해라는 규범적 의미
  도 가지고 있으므로 필요할가, 필요하지 않은가 하는 정책적 판단의 문제 이전에 선수의 기본권 침해의 문제가 될
  수 있음.
• 동의하지만 시기상조인 것 같다. 아직까지 우리나라 프로야구 시장이 미국처럼 그렇게 크게 못하고 선수들 연봉
  또한 많은 익수는 아니다. 몇몇 스타급 선수들은 많이 받지만 그렇지 못한 선수들이 피한 더 많고 그런 선수들이
  대리인에게 수수료까지 주면서 고용 하지는 않을 것이다. 차후차후 여러 가지 제도가 좋아지고 선수들의 입지가
  커지면 그때 해도 늦지 않을 것 같다.
• 반드시 필요했지만 우리 프로 야구의 실정에서 실지는 없다.

보류제도에 관한 질문

• 다만, 팀이적을 무한정 자유롭게 허용하면 하는가 하는 의문이다. 원칙적으로는 당사자의 계약내용에 따라야 하
  겠지만, 그 계약이 지나칠 정도로 부당하게(인권을 침해할 정도로) 선수의 자유를 제한해서도 안 될 것이다. 요컨
  대, 팀이적 제한 필요성과 선수의 자유를 적정하게 조화하는 선에서 제도가 형성되어야 한다.
• 이제도 보류제도가 정도를 넘어 남용되고 있는 현실에서는 선수들의 직업의 자유와 거주이전의 자유를 침해
  할 소지가 있음. - 유럽연합법원의 보스만 판결 참조.
• 보류선수 문제 또한 선수생활에 있어서 큰 걸림돌일 수밖에 없다. 하지만, 무엇보다도 중요한 사실은 대부분의 선
  수들이 보류제도의 문제점을 모르고거나 심지어 관심조차 없다는 것이다.
• 보류제도는 종합의 기본.

선수상조원에 관한 질문

• 구단의 통의를 일도록하되, 수입을 합리적으로 배분하는 것이 바람직 함.
• 선수의 커리어에 영향을 미치려는 표현이 이상하기 하지만, 조직권의 일원으로써 소속 구단과의 어느정도 협의는 용인할 수 있는 일임.
• 케이스 바이 케이스 아니라고, 구단의 유니폼을 입고 활동한다면 구단측에, 전적으로 개인적인 활동이라면 개인 선수에게 커리어가 주어지어야 한다.
• 선수 대리인에 의해서 이 문제를 해결토록 함.
• 소속구단을 떠나 선수개인의 스타성이 존중되어야 한다.

용병선수에 관한 질문

• 지금의 외국인 선수수가 가장 적절하다고 본다. 아예 없더라도 안전하고 수를 늘리는건 더욱 안된다. 용병들 때문에 우리나라 야구 수준도 많이 향상되고 관중들 불거리도 제공하고 선수들의 영어 실력도 좋아지고 있는 현실이다.
• 수가 늘어난다면 선수들의 생계가 위협받고 나아가서 학생선수들의 입자가 줄어질 것이다. 그러고 구단들 태도에 도 문제가 있다. 연봉계약 시각 때면 매년 적자 운운하면서 용병에 쓰는 돈은 너무나도 심각할 정도로 많이 쓰고 선수대우에도 치명적으로 미치는 현실이다.
• 국내선수 보호하기 위해서 용병에 의한 승패에 영향을 미치지 않는 범위에서, 선수기술 도입 보급수준에서 유지되었으면 함.

연봉에 관한 질문

• 현재 연봉이 19,000,000원, 최저연봉은 1억의 25% (연봉 1억이하 선수)로 제한되어 있음.
• 연봉 인상의 제한은 타당성도 실효성도 없다.
• 연봉질문도 있고 하니 인상도 생각할 수 있다. 다만, 고액연봉 선수에 한해서 실시했으면 한다. 그리고 최저연봉은 지급은 19,000,000원으로 알고있다. 또한, 1.2군에 대한 최저연봉에 갑차를 줄 필요가 있다. 예를들어 2군 선수들의 사기전작과 동기 유발을 위해서 만약 2군선수가 1군에 올라오면 1군 최저연봉으로 낮춰서 지급하는 것이. 실제로 몇몇구단에서는 이를 자체적으로 시행하고 있다.

언급에 관한 질문

• 언급제도의 전면 개편이 필요하다.
• 선수들이 근로자로 보는 경우 국내언급법, 산업재해보상보험법, 고용보험법의 적용을 받도록 하는 것이 논리적으로 일관성이 있다고 본다.
• 프로야구선수들은 법적으로는 관례와 행정해석과는 달리 노동자성이 인정되어야 하므로, 근로자와 동일하게 사회보험 특허 재보험법의 적용을 받아야 한다.
• 언급을 받는 조건과 시기에 문제가 많다. 특히 산업연금은 가장 중요한 문제다. 스타급 선수들이 자기와 관련 없는 사항이라 무관심할지도 모르지만, 그외 2/3이상되는 선수들에게는 가장 중요하고 시급한 문제이다. 스타급선수들의 일관적인 지지와 노력이 필요한 부분이다. 그러나 현실은 그렇지 못해 안타깝다.
• 선수노조가 주체가 된 언급제도 필요.

보험에 관한 질문

• 근로자성을 인정하여 산업재해보상보험법의 적용을 받을 수 있도록 하여야 한다.
• 이는 사회보험 보호의 문제로 해결되어야 할 사항이고, 사회보험 커버하지 못하는 위험에 대해서는 선수개인이 스스로 보험에 가입하여 자주구제를 해야 한다. 그러나 선수들에 대한 사회보험보호가 되어 있지 않은 현 실정에서 위험에 져야 하는 현황임.
• 부상문제는 입수해선수 문제가 얘기하듯 너무 엄악하다. 몸으로 먹고사는 선수들인데
부상으로 인한 대책 마련이 너무 시급한 실정이다. 선수로 등록되면 자동으로 보험가입이 됨과 동시에 혹은 신인선수들에게 교육으로 인한 개인적인 부상방지나 예방체크를 주입 시켜야한다.

선수들의 근로조건과 처우에 관한 질문

- 하고있음.

Part II. 미국 메이저리그의 단체협상에서 제기되었던 문제들에 대한 의견

- 야구팀이 이익의 수단이나 아니면 점에서 양극에는 차이가 있다.
- 야구의 본고장인 메이저리그의 환경에 민감한 반응을 보일 수 밖에 없는 것은 사실이나 문화적 환경적으로의 차이는 분명히 존재한다고 볼니다. 그러기에 7번 (매우강하게 동의한다) 보다는 6번 (강하게 동의한다) 표기에 많은 비중을 두었습니다.
- 1973년 메이저리그 협상을 통하여, 선수와 구단은 보류제도를 폐지하였다고 하는데, 그런가요? 신인선수 6년간은 보류선수아닌가요?
- 메이저리그처럼, 상승하는 선수연봉은 한국프로야구에서도 중요한 이슈가 될 수 있다. 실제로, 한국프로야구단 중에 혹은을 내는 구단은 있다. 모그룹의 총비용으로 구단운영에 필요한 비용을 충당하는 입장에서 선수연봉이 증가하고 있어 삼성, LG, SK, 기아를 제외한 타구단은 벌어서 쓰고 얻어쓰는 비용을 최소화 하려는 압력을 받고 있는 실정이다. 따라서 선수연봉의 상승은 비용만 증가하고 수입은 창출되지 않는 구조 속에서 구단주들은 모두 좋은 시점이 오면 처분할려고 하는 입장이다 (결국으로는 표현하지는 않지만).

Part III. 구단과 선수간 단체협상에서 제기될 수 있는 중요한 항목들에 대한 의견

- 드래프트 제도도 포함시킬 필요 있음.
- 자유계약선수제도, 용병, 그리고 연급.
APPENDIX G
LIST OF PANELISTS AFTER SURVEY NUMBER ONE

Players’ Party

Na, Jin-Gywoon
Executive Director,
Korea Professional Baseball Players Association
(KPBPA)

Kwok, Jae-Jin
Player, Doosan Bears Club

Kim, Min-Ho
Player, Doosan Bears Club

Hong, Seong-Heun
Player, Doosan Bears Club

Hong, Woo-Tae
Former Player, HanWha Eagles Club

Kim, Byoung-Sup
Advisory Committee of KPBPA
(Manager, IdeaConsultants)

Lee, Young-Hoon
Advisory Committee of KPBPA
(Professor, Economics, HanSung University)

Cha, Young-Ta
Advisory Committee of KPBPA
(Former, Executive Director of KPBPA
Present, Manager, Jack Nicklaus Korea)

Teams’ Party

Shon, Sang-Dae
Coach, Doosan Bears Club

Kim, Kyeong-Moon
Coach, Doosan Bears Club

Yang, Seung-Ho
Coach, Boosan Bears Club

Kwon, Oh-Tak
Staff, Samsung Lions Club

Kim, Cheong-Gyun
Staff, Doosan Bears Club

Kim, Tae-Jun
Staff, Doosan Bears Club

Lee, Sang-Euk
Staff, Doosan Bears Club

Lee, Woon-Ho
Staff, Doosan Bears Club

KBO

Kim, Jae-Won
KBO Committee Member

Attorneys

Kim, Yong-Sup
Attorney, Aram International Law Offices

Lee, Sang-Hoon
Attorney, Hannuri Law Firm

Baseball Reporters

Koe, Suk-Tae
Baseball Reporter, Chosun Daily Newspaper

Kim, Jong-Moon
Baseball Reporter, Joongang Daily Newspaper

Ryu, Kang-Hoon
Baseball Reporter, Goodday Newspaper
Min, Hoon-Gi  
Baseball Reporter, Sports Chosun Newspaper  

Lee, Tae-Ill  
Baseball Reporter, Joongang Daily Newspaper  

Scholars  
Kim, Dong-Hoon  
Professor, Law, KookMin University  

Kim Min-Joong  
Professor, Law, ChonBuk National University  

Kim, Sang-Kyum  
Professor, Law, DongGuk University  

Kim, Sang-Kyu  
Professor, Law, Hanyang University  

Kim, Young-Moon  
Professor, Law, ChonBuk National University  

Kim, Eun-Kyeong  
Adjunct Professor, Law, Kyonggi University  

Shon, Suk-Jung  
Professor, Sport Law, Korea Air Force Academy  

Yu, Sung-Jae  
Professor, Law, Chung-Ang University  

Lee, In-Ho  
Professor, Law, Chung-Ang University  

Lee, Hyeong-Kyu  
Professor, Law, Hanyang University  

Lim, Ji-Bong  
Professor, Law, KonKuk University  

Chang, Jae-Ok  
Professor, Law, Chung-Ang University  

Choe, Byeong-Moon  
Professor, Law, Sangi University  

선수측  

나집균  
한국프로야구 선수협의회 사무국장  

곽채진  
두산베어스 선수  

김민호  
두산베어스 선수  

홍성춘  
두산베어스 선수  

홍우태  
전, 한화 이글스 선수  

김병섭  
한국프로야구 선수협의회 자문  
(현, 아이디어 컨설팅)  

이영훈  
한국프로야구 선수협의회 자문  
(현, 한성대학교 경제학과 교수)  

차영태  
한국프로야구 선수협의회 자문  
(전, 한국프로야구 선수협의회 사무국장  
현, 잭니콜라우스 코리아)  

구단측  

손상대  
두산베어스 2군감독  

김경문  
두산베어스 코치  

양승호  
두산베어스 코치  

권오택  
삼성라이온즈 힙))?팀 차장  

김정균  
두산베어스 운영팀 과장  

김태준  
두산베어스 마케팅 과장  

이상욱  
두산베어스 경리팀 차장
이운호
두산 베어스 홍보팀 차장

KBO
김제원
KBO 기록위원

변호사
김용섭
변호사, 법무법인 아람
이상훈
변호사, 법무법인 한누리

야구전문기자
고석태
조선일보 야구전문기자
김종문
중앙일보 야구전문기자
류강훈
굿데이 야구전문기자
민훈기
스포츠조선 미국특파원

이태일
중앙일보 야구전문기자

학자
김동훈
국민대학교 법학과 교수
김민중
전북대학교 법학과 교수
김상균
동국대학교 법학과 교수
김상규
한양대학교 법학과 교수

김영문
전북대학교 법학과 교수
김은경
경기대학교 법학과 겸임교수
손석정
공군사관학교 교수
유성재
중앙대학교 법학과 교수
이인호
중앙대학교 법학과 교수
이형규
한양대학교 법학과 교수
임지봉
건국대학교 법학과 교수
장재욱
중앙대학교 법학과 교수
최병문
상지대학교 법학과 교수
### APPENDIX H

**SURVEY ITEMS CHANGED AFTER SURVEY NUMBER ONE**

Table 14  
*Survey Items Changed after Survey Number One*

<table>
<thead>
<tr>
<th>Part</th>
<th>Deleted Items</th>
<th>Changed Items</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Table 14</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Deleted Items</strong></td>
<td></td>
<td><strong>Changed Items</strong></td>
</tr>
<tr>
<td><strong>Part I</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q3</td>
<td>The ideal solution to labor disputes between players and teams can be accomplished by the collective bargaining process.</td>
<td>Deleted</td>
</tr>
<tr>
<td>Q4</td>
<td>The KBO Commissioner should be a neutral third party who is not a player or owner</td>
<td>The power of KBO including KBO’s Commissioner should be reduced.</td>
</tr>
<tr>
<td>Q5</td>
<td>The existing 10 year period of free agency is too long and should be reduced.</td>
<td>The 7 year period of free agency is desirable.</td>
</tr>
<tr>
<td>Q8</td>
<td>Authority for picture and public appearance should belong to the team while the player is under contract.</td>
<td>Players should obtain approval by clubs for their pictures and public appearances, but the profits should be shared fairly.</td>
</tr>
<tr>
<td>Q9</td>
<td>Authority for pictures and public appearance should be negotiated by a player representative.</td>
<td>Deleted</td>
</tr>
<tr>
<td>Q11</td>
<td>The annual increase in a player’s salary should be limited to 150% or less.</td>
<td>Deleted</td>
</tr>
<tr>
<td>Q12</td>
<td>The current minimum salary (about $15,000) should be increased.</td>
<td>The current minimum salary (about $16,000) should be increased.</td>
</tr>
<tr>
<td>Q13</td>
<td>The current pension fund provided by KBO should be increased.</td>
<td>Players should be recognized as laborers and, therefore, be benefited by National Pension Act, Industrial Accident Compensation Act, and Employment Insurance Act.</td>
</tr>
</tbody>
</table>
Table 14 – Continued

Survey Items Changed after Survey Number One

<table>
<thead>
<tr>
<th>Deleted Items</th>
<th>Changed Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q14 Players should be provided with a disability pension when appropriate.</td>
<td>Deleted</td>
</tr>
<tr>
<td>Q15 Players should be provided with a pension on retirement.</td>
<td>Deleted</td>
</tr>
</tbody>
</table>

Part II

Q4 As a result of the 1973 negotiation of MLB, players and owners eliminated the reserve system. Like the example of MLB, the elimination of the reserve system may be important issue to the KBO.

Part III

<table>
<thead>
<tr>
<th>Sick leave benefits</th>
<th>Rookies’ draft system</th>
</tr>
</thead>
<tbody>
<tr>
<td>Players’ rights</td>
<td></td>
</tr>
<tr>
<td>Owners’ rights</td>
<td></td>
</tr>
<tr>
<td>Pictures</td>
<td></td>
</tr>
<tr>
<td>Players discipline policy</td>
<td></td>
</tr>
<tr>
<td>KBO Commissioner</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX I
SURVEY NUMBER TWO

Part I. The following questions relate to items that are currently recognized as collective bargaining issues within the Korea Baseball Organization (KBO). Please answer the questions according to the degree of your agreement. (1=Very Strongly Disagree, 2=Strongly Disagree, 3=Disagree, 4=Neutral, 5=Agree, 6=Strongly Agree, 7=Very Strongly Agree)

Players Association

1. Players need an association to voice their opinions and to guarantee their labor rights. 
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1 2 3 4 5 6 7

2. Players’ association should be registered as an organized labor union. 
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1 2 3 4 5 6 7

KBO

3. The power of KBO including KBO’s Commissioner should be reduced. 
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1 2 3 4 5 6 7

Free Agency

4. The 7 year period of free agency is desirable. 
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1 2 3 4 5 6 7

Players’ Agent System

5. Players should be encouraged to obtain legal advice to better understand a contract before signing. 
   Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1 2 3 4 5 6 7

Reserve System

6. The reserve system, limiting players from moving from one team to another at-will, should be eliminated. Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)
   1 2 3 4 5 6 7
Pictures and Public Appearances

7. Players should obtain approval by clubs for their activities of pictures and public appearances, but the profits should be shared fairly. *Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)*

   1 2 3 4 5 6 7

Foreign Players

8. The number of non-Korean foreign players should be reduced. *Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)*

   1 2 3 4 5 6 7

Minimum Salary

9. The current minimum salary (about $16,000) should be increased. *Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)*

   1 2 3 4 5 6 7

Pension and Insurance

10. Players should be recognized as laborers and, therefore, be benefited by National Pension Act, Industrial Accident Compensation Insurance Act, and Employment Insurance Act. *Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)*

    1 2 3 4 5 6 7

11. Teams should be required to purchase disability insurance for players. *Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)*

    1 2 3 4 5 6 7

12. Players should be required to purchase disability insurance for themselves. *Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)*

    1 2 3 4 5 6 7

Working Conditions and Treatment

13. Players should be provided with equipment and trainers to maintain fitness. *Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)*

    1 2 3 4 5 6 7

14. Teams should provide comprehensive medical and rehabilitation service for injured players. *Rate from 1 to 7 (1 = very strongly disagree, 7 = very strongly agree)*

    1 2 3 4 5 6 7

Part II. The following statements relate to items that were addressed as the collective bargaining issues of Major League Baseball. Please answer by indicating the degree to which each item will be an important bargaining issue for Korea Baseball Organization.

1. As a result of the 1970 negotiations of MLB, United States players’ pension tripled. Like the example of MLB, pension funding may be an important issue to the KBO.
2. As a result of the 1970 negotiations of MLB, the minimum salary rose from $6,000 to $16,000 and the average salary more than doubled to $40,956. Like the example of MLB, an increase of minimum salary may be an important issue to the KBO.

Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)

1 2 3 4 5 6 7

3. As a result of the 1973 negotiations of MLB, players and owners created an arbitration system that allows a neutral third party in a collective bargaining deadlock to resolve disputes. Like the example of MLB, arbitration system may be an important issue to the KBO.

Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)

1 2 3 4 5 6 7

4. As a result of the 1976 negotiations of MLB, the owners acquired a provision in the negotiation with players that they must have had at least 6 years of MLB service before becoming free agents. In return, the owners conceded to an increase in players’ pension funds as well as to raises in players’ minimum salaries. Like the example of MLB, the period of free agency may be an important issue to the KBO.

Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)

1 2 3 4 5 6 7

5. As a result of the 1980 negotiations of MLB, a new free agent system was established to compensate teams losing players via free agency. Like the example of MLB, this compensation system for players may be an important issue to the KBO.

Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)

1 2 3 4 5 6 7

6. As a result of the 1980 negotiations of MLB, a new free agent system was established to form a wage scale providing minimum and maximum salaries for players with less than six years of play. Like the example of MLB, this wage scale system may be an important issue to the KBO.

Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)

1 2 3 4 5 6 7

7. As a result of the 1985 negotiations of MLB, the owners’ priorities moved from free agency compensation to decreasing the rate of escalating salary growth. Like the example of MLB, escalating salary growth may be an important issue to the KBO.

Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)

1 2 3 4 5 6 7

8. As a result of the 1990 negotiations of MLB, the parties agreed to collective bargaining after players rejected the owners’ proposal for a revenue-sharing system and the owners had implemented a lockout on Feb. 15, 1990. Finally, the players began to engage in a strike on Aug., 1994, and the owners cancelled the season. Like the example of MLB, owners’ lockouts and players’ strikes may be important issues to the KBO.

Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)

1 2 3 4 5 6 7
9. As a result of the 1996 negotiations of MLB, players received an increase in their minimum salary. In return, the owners were permitted to implement a luxury tax on the five teams having the largest aggregate player payrolls and player salary taxes. Like the example of MLB, luxury taxes or player salary taxes may be an important issue to the KBO.

Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)

1 2 3 4 5 6 7

10. As a result of the 1996 negotiation of MLB, owners were allowed an increase of revenue sharing. Like the example of MLB, revenue sharing may be an important issue to the KBO.

Rate from 1 to 7 (1 = very strongly disagree, 7=very strongly agree)

1 2 3 4 5 6 7

Part III. Please rank from 1 to 10 those issues that you anticipate to be important bargaining issues between the Korean professional baseball players and team owners in the next decade. The top rank should be assigned the number 1 and so forth.

- Annual salary
- Minimum salary
- Pension benefits
- Insurance
- Retirement benefits
- Team compensation via free agency
- Revenue-sharing system
- Luxury tax and player salary taxes
- Right of collective bargaining
- Negotiation procedure
- Rights of players association
- Education for retirement preparation
- Arbitration system
- Grievance procedure
- Player’s agent system
- Free agency
- Rookies’ Draft System
- Reserve system
- Entry of foreign players
- Players’ strikes
- Owners’ lockouts
- Working conditions
- Employment policies
Part I. 다음 질문들은 현재 한국프로야구에서 인식되고 있는 문제들에 대한 항목들이며, 이에 대한 귀하의 의견을 듣고자 합니다. 각 아래의 질문에 대해 동의하는 정도에 따라 대답해 주시길 바랍니다. (1. 매우 강하게 그렇지 않다, 2. 강하게 그렇지 않다, 3. 그렇지 않다, 4. 중립적이다, 5. 그렇다, 6. 강하게 그렇다, 7. 매우 강하게 그렇다)

선수협에 관한 질문

1. 선수들은 그들의 의견을 반영하고 그들의 노동권리와 보장하기 위하여 선수협이 필요하다.  
   (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)
   1 2 3 4 5 6 7

2. 선수협은 노동조합으로 등록되어야한다.  
   (1=매우 강하게 동의하지 않는다, 7=매우 강하게 동의한다)
   1 2 3 4 5 6 7

KBO에 관한 질문

3. KBO 총재를 포함한 KBO의 권한을 축소하는 것이 바람직하다.  
   (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
   1 2 3 4 5 6 7

자유계약선수에 관한 질문

4. 자유계약 선수가 될 수 있는 기간은 7년 정도가 적당하다.  
   (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
   1 2 3 4 5 6 7

대리인 제도에 관한 질문

5. 선수는 계약서를 보다 잘 이해하고 법적인 조언을 얻기 위하여 대리인이 필요하다.  
   (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
   1 2 3 4 5 6 7

보류제도에 관한 질문

6. 선수의 팀 이적을 제한하는 보류제도는 폐지되어야 한다.  
   (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
   1 2 3 4 5 6 7

선수초상권에 관한 질문

7. 선수의 사전 활명과 대외활동은 구단의 동의를 얻도록 하되, 수입을 합리적으로 배분하는 것이 바람직하다. (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
   1 2 3 4 5 6 7

용병선수에 관한 질문
외국 응성선수가 수를 축소시켜야 한다. (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

한국용병 선수의 수를 축소시켜야 한다. (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

연금과 보험에 관한 질문

프로야구선수들은 노동자성이 인정되어 근로자와 동일하게 국민연금법, 산업재해보험법, 고용보험법의 적용을 받도록 해야 한다. (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

팀은 선수의 신체장에 대한 보험에 가입해야 한다. (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

선수는 선수자신의 신체장에 대한 보험에 가입해야 한다. (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

근로조건과 치우에 관한 질문

구단은 선수들에게 체력관리를 위한 새로운 장비와 트레이너를 제공해야 한다. (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

구단은 부상한 선수들을 위해서 보다 나은 의료시설과 재활시스템을 제공해야 한다. (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

Part II. 다음 질문들은 미국메이저리그의 단체협상을 통해 제기되었던 문제들입니다. 이들이 차후 한국프로야구의 단체 협상에 중요한 이슈로 제기될 수 있다고 생각되는 정도에 따라 질문에 대답하여주시길 바랍니다.

1. 1970년 메이저리그 협상을 통하여, 선수들은 세베이션의 연금을 얻게 되었다. 메이저리그의 경우처럼, 선수 연금에 관한 문제는 한국프로야구에게도 중요한 이슈가 될 수 있다. (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

2. 1970년 메이저리그 협상을 통하여, 선수들의 최소연봉이 $6,000에서 $16,000으로 올랐으며, 선수 평균연봉도 배로 오른 $40,956였다. 메이저리그의 경우처럼, 최소연봉의 증가는 한국프로야구에게도 중요한 이슈가 될 수 있다. (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

134
3. 1973년 메이저리그 협상을 통하여, 선수와 구단은 중재제도를 이루어냈다. 이처럼, 단체협상이 난극에 빠져 있을 때 상호 인정된 제 3자가 노사분규를 해결하는 소위 중재제도는 한국프로야구에서도 중요한 이슈가 될 수 있다. 
(1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

4. 1976년 메이저리그는 협상을 통하여, 구단은 선수의 연금과 최소연봉액을 증가시키는 조건으로 선수가 자유 계약선수가 되기 위해서는 최소한 6년을 한 팀에 종사해야한다는 조약을 임겼다. 이처럼 한국프로야구에서도 자유계약 선수의 기간은 중요한 이슈가 될 수 있다. 
(1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

5. 1980년 메이저리그는 협상을 통하여, 자유계약선수제도를 통해서 선수를 얻은 팀에 대해 보상을 하는 새로운 제도를 마련하였다. 이처럼 한국프로야구에서도 팀 보상제도가 중요한 이슈가 될 수 있다. 
(1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

6. 1980년 메이저리그는 협상을 통하여, 6년 이하된 선수들에게는 연봉상한제를 만들었다. 따라서, 6년 이하 선수들에게 주어지는 연봉상한선제도는 한국프로야구에서도 중요한 이슈가 될 수 있다. 
(1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

7. 1985년 메이저리그는 협상을 통하여, 구단은 자유계약선수제도를 통한 팀 보상제도 대신 상승하는 선수연봉비율 감소를 택하였다. 이처럼, 상승하는 선수연봉은 한국프로야구에서도 중요한 이슈가 될 수 있다. (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

8. 선수들이 구단의 이익분배 제도에 대한 제안을 거절하고 이에 따른 구단의 폐업이 있은 후 양 당사자들은 1990년 협상에 참여하지만, 결국 1994년에 선수들은 파업에 들어갔고, 구단은 시즌을 취소하였다. 이처럼, 구단의 폐업과 선수들의 파업은 한국프로야구에서도 중요한 이슈가 될 수 있다. 
(1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

9. 1996년 메이저리그 협상을 통하여, 선수들은 최소연봉을 증가시키고, 구단주는 고액연봉 선수를 지닌 팀에 대해서 사치세와 선수 연봉세를 실시하도록 허락받았다. 이처럼 사치세와 선수연봉에 대한 세금제도도 한국프로야구에서도 중요한 이슈가 될 수 있다. (1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

10. 1996년 메이저리그 협상을 통하여, 구단은 이익분배액의 증가를 얻어냈다. 이처럼, 구단에 대한 이익분배액의 증가는 한국프로야구에서도 중요한 이슈가 될 수 있다. 
(1=매우 강하게 그렇지 않다, 7=매우 강하게 그렇다)
1 2 3 4 5 6 7

Part III. 아래 항목들 중에서 앞으로 한국프로야구 선수와 구단간에 단체협상을 실시할 경우 협상을 통해서 어떠한 이슈들이 중요한 문제로 제기될 것인지를 1부터 10까지 중요한 순서대로 나열해 주시길 바랍니다.
연봉
최소연봉
연금제도
보험
퇴직금
자유계약선수에 의한 팀 보상문제
이익분배제도
사치세와 선수연봉세
단체고설권
협상절차
선수협의 권리
은퇴후 직업준비에 대한 교육
중재제도(Arbitration)
불만호소처리과정
선수대리인제도
자유선수계약제도
드래프트 제도
보류제도
용병선수 엔트리
선수에 의한 파업
구단에 의한 파업
근로조건
고용정책
## APPENDIX J

DEMOGRAPHIC CHARACTERISTICS OF PANELISTS
AFTER SURVEY NUMBER TWO

Table 15
Demographic Characteristics of Panelists after Survey Number Two

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Club</td>
<td>7</td>
</tr>
<tr>
<td>Player</td>
<td>4</td>
</tr>
<tr>
<td>Players Advisory Committee</td>
<td>1</td>
</tr>
<tr>
<td>Attorney</td>
<td>1</td>
</tr>
<tr>
<td>Baseball Reporter</td>
<td>2</td>
</tr>
<tr>
<td>Scholar</td>
<td>9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gender</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>23</td>
</tr>
<tr>
<td>Female</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years in Occupation</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5 years</td>
<td>3</td>
</tr>
<tr>
<td>5-10 years</td>
<td>7</td>
</tr>
<tr>
<td>10-20 years</td>
<td>13</td>
</tr>
<tr>
<td>more than 20 years</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Academic Degree</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School</td>
<td>3</td>
</tr>
<tr>
<td>B.S.</td>
<td>9</td>
</tr>
<tr>
<td>M.S.</td>
<td>2</td>
</tr>
<tr>
<td>Ph.D. or Ed.D.</td>
<td>10</td>
</tr>
<tr>
<td>J.D.</td>
<td>0</td>
</tr>
<tr>
<td>Others</td>
<td>0</td>
</tr>
</tbody>
</table>

| Total                                           | 24     |
REFERENCES


Age Discrimination in Employment Act (1967)


Antonen, M. (2002, September 18). Baseball crowds contract: Strike talk is factor in fading attendance. USA Today, 1C.


Civil Rights Act (1964)


Occupational Safety and Health Administration (OSHA) (1970)


BIOGRAPHICAL SKETCH

Education

• Florida State University, Tallahassee, Florida, Ph.D. in Sport Management, Fall, 2003.
• Ewha Womans University, Seoul, South Korea, M.P.E. in Physical Education, February 1997.
• Ewha Womans University, Seoul, South Korea, B.S. in Physical Education, February 1992.

Teaching Experience

• Teaching Assistant: 1998 – 2003, Department of the Sport Management, Recreation Management, and Physical Education, Florida State University.
• Teaching Assistant: 1994-1996, Department of the Physical Education, Ewha Womans University, Seoul, South Korea.
• Physical Education Teacher: 1993, Neung-Gok Middle School, Kyeong-Gi Do, Korea.

Research and Teaching Interests

• Legal Issues in Sport and Recreation
• Legal Issues in International Sport
• Sport Governance
• Sport Administration