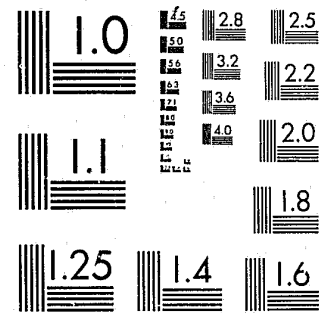


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Potentials For
POLICE UNION MANAGEMENT RELATIONS
In American Towns

SOCIAL DEVELOPMENT CORPORATION
HARTFORD, CONNECTICUT

BILL ARAUJO



A Guide For
 Police Administrators
And Police Union Leaders

U.S. Department of Justice 77357
National Institute of Justice

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Generous cooperation of town police chiefs and police union presidents made our work productive and enjoyable. Throughout the study there was a continued excitement associated with our structured interviews and questionnaires; the police chiefs and union presidents alike appeared to enjoy being asked to think about the status of their collective bargaining relationship and to reflect on potentials for its future. We are indebted to them for their candidness.

The Police Union Management Study Advisory Committee members, serving without pay, were encouraging to our staff and gave us good advice at committee meetings and in separate consultations. Members of the Committee are:

Thomas Accousti, Chairman Criminal Justice Department Hudson Valley Community College	Hugo J. Masini, Chief Hartford Police Department
James Cimmino, Director AFSCME, Council #15, AFL-CIO	Joseph Mazzotta I.B.P.O.
Peter Curry, Town Manager Newington, Connecticut	James Searles, Chief Orange Police Department
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Joseph W. Kinsella, Chief Stamford Police Department	

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Ralph Showalter
Richard Dart

NOTE

This Guide is prepared together with a companion volume, Police Union Management Relations in Connecticut: A Report of a Study of Connecticut Town Police Departments. That volume reports the study process and findings and documentation and will be of help to students in the field. It is available on request at cost from the Social Development Corporation, 266 Pearl Street, Suite 416, Hartford, Connecticut 06103.

* Now called the Connecticut Criminal Justice Commission



PREFACE

This Guide was developed in a study of the history and current characteristics of police unions and police chiefs' responses to police unions in Connecticut. The study was done in 1975. All police departments in Connecticut were asked to participate and 76 percent, representative of all sizes of departments, did participate. Study staff decisions about design of the study, data collection and analysis, and about the content of this Guide were assisted by consultation with the Project Advisory Committee and staff of the Connecticut Planning Committee on Criminal Administration. However, the Social Development Corporation assumes all responsibility for the work and for conclusions and recommendations that are made here.

Our assignment was to study and analyze the Connecticut town police union management relationships and to produce this Guide (and other related documents) that might help police administrators and union leaders during the next decade to establish practices that will improve police services in the public's interest and improve the quality of work life for the men and women in police service.

The Social Development Corporation has had free access to necessary records and personnel of the participating departments and unions. There has been no dictation, coercion, censorship or limiting of the findings and recommendations from any quarter.

This Guide is published as a timely aid, not a bible. Dynamic change is an outstanding feature of current police union management relations; the Guide, necessarily, is doomed to be out of date in part very soon and in time, perhaps, completely out of date. Our hope is that in the decade 1976-1986 it will be useful and will be used by police unions and police management. Its style and content have been dictated by this concern for its utility.



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PURPOSE OF THE GUIDE

This volume was prepared at the request of the Connecticut Planning Committee on Criminal Administration to help chiefs and their command staff and police union leaders to realize the potential for the public interest that can be derived from mature labor relations practices. The volume is not an advisory on strategies for collective bargaining; its focus is on problems, purposes, goals and interests that police administrators have in common with the work forces they command. It is offered with a conviction that improved police services, increased police productivity, and satisfying careers for the men and women in the service are nonconflicting goals and that constructive union-management relations are vital to achieving these goals.

The practices recommended here have been drawn from an analysis of police experience and police attitudes in Connecticut police departments. The study that produced the data for this analysis is reported in detail in a companion volume, Police Union Management Relations in Connecticut, A Report of a Study of Connecticut Town Police Departments.

We hope that the individual chiefs and union leaders can adapt contents of this Guide for their use in staff training seminars and in continual stimulation and exploration of their so often expressed common desire to improve police services.

Police chiefs and police union leaders in Connecticut were the first audience for this Guide. We believe, however, that Connecticut police departments are more typical than idiosyncratic and that, therefore, police personnel in similar sized towns (200,000 or less) in other states may find useful material in this Guide.



THE STYLE AND ORGANIZATION OF THE GUIDE

There is no town of Mythton, Connecticut. This book presents in Chapter I a mythical Connecticut town in which the police department's labor management relationship is ideal. We have assembled Mythton P.D., its chief, its union president and their practices from our observations of the departments in our study.

In this composite of case history, we have alluded to practices by police union and police management that appear to frustrate long term interests of the police force and the public it serves. We have described, as the current practices in Mythton, a distillation of the conditions, attitudes and practices that our study data suggest will promote constructive police union management relations.

Chapter I on the ideal composite, Mythton P.D., is followed by an analysis of the real police union management relations in Connecticut (Chapter II) as we saw them in 1975.

Chapter III, Improving Police Union Management Relations--Recommendations in the Style of a Syllabus, is written in the form of recommendations with annotated background and discussions from our data. Not all, but the primary elements of constructive union management practices are described and some of the subtleties of moving in a practical way toward the ideal department are discussed.

We have had in mind, while writing this Guide, its practical use by chiefs and union presidents. Therefore we have avoided lists of recommendations or of injunctions to do one thing and not another. "Orders" from consultants, we believe, are not apt to change any institutional practices. Instead we have stuck closely to our observed material in departments that are representative of the Connecticut police departments whose chiefs and union presidents were our target audience. What is recommended is not common practice; but it will not be totally foreign to any audience of police chiefs and police union heads.

We hope that Chapter III, a body of recommendations supported by the material in the Guide, can be a point of departure for many discussions in police departments in the next few years.

The remainder of the Guide is reference material. Chapter IV is a Glossary of Contract Terms and Examples of Clauses; it is followed by a Reference Bibliography and an Appendix that includes four useful documents.



CHAPTER I

POLICE UNION MANAGEMENT RELATIONS
IN
MYTHTON, CONNECTICUT POLICE DEPARTMENT¹

A recent report on Mythton Police Department states:

The police chief in this town is regarded by the police rank and file as a hard working professional manager. He knows his job and works hard at it. He "listens to the Union" and works with it "but is no pushover" according to union leaders. He respects the union as a responsible organization and considers its proper role as representing both the narrow short-term interests of its members in matters of pay, fringe benefits, and working conditions and their concerns with wider and long-range matters of professional career development, increased productivity and improved public service of the police department.

This broad and accepting view of the union's role required a union leadership that presents itself as assuming this role. In Mythton P.D. there is just such a union president. He sees the chief as the man with the responsibility to run the department ("that's his job"). The union president is not trying to wrest management prerogatives from the chief. This union president has long-range goals for his members and his orientation toward these goals affects his day-to-day relations with the chief and with his membership.

Although the chief and the union president are the key figures in the union management relationship in Mythton, each of them delegates responsibility for some aspects of the relationship to associates. In each case this is done for the same reasons: so that the primary figures (chief and union president) can have time for other aspects of their work and so that there is depth and back up in both the union's and management's capabilities to anticipate, to confer, to talk intelligently and to settle on plans about their entwined concerns in department operation. That is, neither side runs a one-man show but each is a responsible leader.

¹ Mythton Police Department is a composite of bits and pieces of practices found here and there among police departments in Connecticut towns and here and there among the expressed hopes of police chiefs and union presidents who participated in our study. Don't look for Mythton, Connecticut on the map--at least not in 1976!

The union-management relationship is marked by an underlying commitment to the mission of the department rather than by a stance of confrontation. This has not always been the picture here; the union broke onto the scene four years ago with tough rhetoric about "oppressive management," "discriminatory treatment" and "intolerable working conditions and wages." There were several years of strong resistance and reaction by the chief and his command staff to the union's harsh criticism of their department and their persons. The union in these years could never see the chief as a partner in anything--only as an enemy. "Trouble maker," "radical," "unreasonable" as well as stronger words were labels commonly put on the union president and his proposals by the chief. The contacts between the chiefs and union presidents were for years almost exclusively bitter battles over grievances and issues that in retrospect the incumbent chief and the incumbent union president view as "minor league stuff." The "hot issues" of those old days are now seen for the most part as gambits in a game of status and control--an exercise totally outside the new relationship that has grown up in the department.

In the earlier years of the union's development its leaders were voted into office to "fight the boss in the interest of the rank and file." In the last election the union president called for more training for police officers, for improved pension plans and for more attention to crime prevention in the allocation of the department's resources--a very different appeal in a different time. This appeal was not against management but for improvement in the work and careers of members.

It is also clear in the public statements made by the union president that he seeks to get public support for union demands by showing the public that better police service is the goal of the union's demands. In the earlier years public support was sought either in terms of economic equity ("we are falling behind other town police departments and other workers in the community") or through demonstrations or threats (of slowdowns and strikes) to call attention to the public's reliance on police services. The dramatic change in the union's view of itself is creating a subtle change in the public's view of the police. This is clear from a comparative review of newspaper stories and editorials (1972 with 1975).

On the management side the police chief has radically changed from older practices both in making his budget demands to the town manager and in his relationship to the union. His current emphasis is on "better police service by greater productivity from the work force I already have" rather than by adding personnel. This he proposes to get by more rational allocation of personnel (based on a study just completed) and a "police professionalization" program. This program is largely an in-service training program for officers at all ranks including management training for command staff. The costs for training represent the largest increase in a budget item in his current budget. His "police professionalization" program was supported by the union and this fact was helpful in persuading the town manager and the town council that it and the costly training it requires should be authorized.

In previous years his arguments for budget increases were usually on the level of the union's argument for salary increases: "I need more to stay competitive." This year he argued for funds to improve the quality (not the quantity) of his work force and their ability to serve the town.

The chief's meetings with the union presidents in the past were--in his own words--"ninety percent to one hundred percent concerned with disputes and a good part of that time spent in useless shouting matches." In the most recent years the meetings with the union committee are regular meetings, mainly used for planning ahead.

This is not to say that problems, gripes, misunderstandings, broken rules, mistakes and frustrations have been eliminated. But the grievance procedure has been established in practice so that most grievances are settled before the chief is required to enter the controversy. All grievances that get to the chief's office are handled by a command staff officer specifically assigned the responsibility and the authority to settle them. On the average five to twelve grievances per month are settled without the chief's direct participation. The result is that the time in regular meetings, now called Joint Planning Meetings, can be spent on constructive matters free of time-consuming posturing and rhetoric. This procedure and its record are subjects of pride for both the union president and the chief. Each takes some credit for initiating and nurturing it.

Because the union management relationship described above will be unfamiliar to some chiefs and union presidents, a representative list of items from the agendas of the chief's meetings with the union over the past two years was selected to clarify what the meetings are concerned with. Some items had been suggested by the union and some by the management:

- Assigning responsibility for union-management meeting agendas
- Justification or lack of it for supernumeraries
- Shot guns in police units: pros and cons
- Plans for Crime Prevention Week
- East side burglary wave: how to keep costs of overtime at a minimum
- Flexibility in uniform of the day rules
- Seasonal variation in town's crime statistics: what to anticipate in assignment by shifts, training, etc. this summer
- Preparation of joint statement on CPCA (the state's LEAA agency) Productivity Study of Mytton, Connecticut P.D.

- Planning to reduce confusion and problems in change to new shift schedules
- Pros and cons of education incentive pay
- Review of department personnel rules and regulations
- Two-hour "debriefing" of department representative to IACP Police Labor Management Conference
- Professionalization Project: plans for training schedule for next year
- Review of grievance processing to eliminate problems
- Review of equipment maintenance complaints and suggestions for improvement in preventive maintenance
- Revisions in the new state labor law: how they will affect us
- Police Professionalization Program: review of role of non-sworn employees and impact on professionalization
- Complaints on dispatch practices: does the process need revision?
- Considering merit in pay increases
- Team policing: pros and cons for our department
- Consider a department police information library--where to locate and how to finance

What are the elements of this happy police union management relationship in Mythton P.D.?

If you ask the union president, he says:

The union decided a few years ago that we were spending all our energy in battles and never figuring out what the war was all about. Then we met and discussed where we wanted to be in a few years from now--salaries, fringe benefits, advancement on the job--all of that. We decided several things. One, that we had to keep making the police job more and more professional so we could be better cops, make a better life for ourselves and so we would be worth more in the minds of the public. And two, we decided we had to play a constructive role in working with the chief on long-term plans for the department if we were going to have the kind of working conditions and the chance for professional growth that we wanted.

Of course, we've had the kind of chief who was willing to listen to our ideas. That has been a big part of it. And to be honest about it, some of the best ideas have come from the chief and his people.

The Chief sees it this way:

Two years ago I decided that I wanted to create a certain kind of police department. One that continually reduced the crime statistics, attracted better and better people into the work force, kept the best officers instead of losing the best ones to other jobs as had happened before. And I knew I had to do this with no more manpower and probably no more than enough budget increases to keep up with price rises for equipment and the cost of wage increases. I figured that since personnel costs are the biggest item in my budget I had to do something about that. And obviously that meant I had to get more work out of my police force for the dollars spent.

"Increasing productivity" without some totally new labor-saving technology sounds like a "speed-up." That was how the union first reacted to my suggestion that we work together to increase department productivity.

That issue came up when we had just begun these joint meetings. It took us a few meetings just to get acquainted, to see each other as these "other people" who could sit around and be quite intelligent? Like the Ford ad, the more we looked at each other in this new setting the better we looked--and the more reasonable our conversations became.

This freed us up to talk about what we might mean by better productivity and different ways to get it. In several meetings we agreed that we could do a number of things to make better use of the men and women on the force and to train officers to greater competence. We agreed that we could do this without violating the union's contract in spirit or letter and that we would in fact achieve some of the goals the union had set for itself. That whole thing took maybe three or four months. But believe me it has been the key.

One thing we decided on early was that we would have these regular meetings for the sole purpose of planning ahead. The agendas of these meetings included everything from discussions of budgets to anticipating the impact of a new state labor relations act. The one thing we left out of these meetings was settlement of grievances; that was taken care of separately. Of course, the negotiation of the contract every two years is mainly the town's job here. We didn't argue about contract negotiations either, but we got some ideas about changes in it.

The chief said further that "working this out with the union got us in the habit of working together on things that I would call the mission of the department or the public interest." It turns out there are quite a few things--important things--that fall in this category of the "public interest" in the view of the chief and of the union president.

The chief makes the additional point that he couldn't have gone this route if the union hadn't seen that the members' interests are served too. He says:

We still have our disagreements and we process a lot of grievances. But we do more thinking and less shouting. That produces more resolution of problems and I do believe I am moving along toward the increased productivity and the kind of professional police force I set my sights on.

In these vignettes the chief and the union president leave out a lot of detail. Much of importance that goes on to keep this relationship healthy is now taken for granted by the two of them. An outsider looking at the department has listed the following practices and processes as those "that sustain the relationship":

- Regular Joint Planning Meetings. Once a week meetings are held. Agendas are prepared in advance (alternate weeks by the union and management). Other subjects can be brought up at the meetings after the agenda is completed. Meetings have starting and ending times, strictly adhered to.
- Separate meetings for grievance handling--grievance meetings are also regular but are called off if no grievances are at the appropriate step.
- A union and management agreement that the joint planning meetings will not adjudicate or discuss grievances and will not change contract clauses. Recommendations for contract change do come out of the meetings but these are left for consideration and resolution in the contract negotiations sessions. Similarly grievance-producing problems are anticipated and discussed and grievance procedural problems are proper subjects for the planning meetings.
- Joint publicity--an unwritten understanding has grown up in these meetings that if there is a matter in dispute it will not be aired in the press by one side or the other without agreement that this is a constructive way to draw attention to the matter. Usually simultaneously released statements are issued so the reasoning on each side can be examined by interested persons.

In matters that the union and management agree on and that seem to be of public interest the common practice is to issue joint statements or separate coordinated statements. This has been done about sending officers to schools of IACP, FBI and elsewhere, participation of police in United Way, launching of a crime specific (burglary) prevention effort, explanation of a police career development project, announcement of a police recruitment drive, and so on.

- No censorship--with regard to statements by the union or management it is agreed that neither has the right to review, edit, change or prohibit the expressions of the other. There is an understanding that leadership on each side will, when issuing statements on any subject, take into account the probable effect of the statement on the long-term goals--joint goals--regarding professionalization and productivity of the force.

The chief has been asked if he has not given up prerogatives of management in this new relationship with the union. Some critics suggest he has "been had" by the union. His response:

I don't think it is a matter of keeping or giving up rights to manage; rather it is managing in a different way. Strictly speaking the union is now counted in much earlier in the process of introducing changes. But always the union had to be counted in at some time because all the changes affect the members. Chiefs who don't realize this are kidding themselves. To discuss these matters early means I get additional points of view from people whose work day and work life are going to be influenced by the changes. My experience is that I get a lot more rational discussion of the issues this way and a lot more help than before. I also get a lot less shouting. My job is more pleasant and I get more done.

Another think that I think I can see is that the union people are learning about some of my management headaches. And all this gets passed on out to the field. I think these police officers now have a lot better idea of what we do inside this headquarters. I just know I am respected more than I was before. I think that's why.

Does the union president think he has taken away the chief's ability to manage? Does the union run the department now? His view:

No, my union doesn't run this department. This chief runs the department. He makes the decisions. We have the contract to protect us if he gets out of line. We have negotiations to improve the contract to cover matters that we have found the contract

inadequate to handle. He runs it but we know a hell of a lot more about how he runs it and why. He's got his job and we've got ours.

What has happened since we have had these planning meetings, I think, is that the chief runs the department better. He invites us to say what we think about what should be done. And when he plans to do something he counts us in on the planning so we can get our ideas into it.

We don't have the surprises we used to have. You know if somebody tells you on Monday morning that "we've made some changes; this is what you're going to do from today on," your first reaction is negative. You had expected to do what you had been doing. Nobody wants to change just because he has been told to change. But we have found that nearly everyone likes to do things a new way if he has had a chance to think through why the new way is better. I think a guy will even go along with trying out things that he doesn't think are better--if he's counted in on the planning.

The chief is smart to bring us in early on his plans. And I know he would agree that we have had some useful ideas too. After all, we represent a lot of years of policing experience. When you can focus that experience on constructive change, say, toward making the life of a police officer less of a hassle, less full of uncertainty about moving up the ladder, and more involved in the real mission of the department, you've got something valuable. I mean valuable to management. And I think this chief knows that. He uses us in a good way but he still runs the store.

Internal Union and Management Changes

Establishing goals and ground rules for working together, regular meetings for planning ahead, a mutual respect for the "role of the other" relative to the future for the work force seem to be the hallmarks of the union-management relationship in Mythton. But what internal management changes have been made and what changes inside the union have been required to accommodate to this new relationship?

For one thing the union decided that its committee, although democratically elected, actually was never generally representative of the work force. That is, the elected group was dominated one year by older officers and another year by younger officers because of voting blocks that had developed in the union's political life. This made for charges that the "in group" looked out for its kind and slighted the interests of the "outs." The union's by-laws and election procedures did not allow for proportional representation of "parties" or special interests--the majority ruled.

After several instances in which young incumbents were charged with downgrading interests of older officers (e.g., pensions) and one battle in which older officers were charged with ignoring the younger police officers' interests (a career development project), the union, after a long discussion, voted to change the selection process of its committee. Now the committee of seven is made up of the president who is chosen at large, two officers from the group with one to four years of service, two officers from the group with more than four years but less than eight years and two from the group with eight or more years service. (This division was made on the basis of equal numbers in each seniority group.) The committee, then, is representative of the department by age group. The advantages and disadvantages reported to date are:

Advantages:

1. All groups feel their special kinds of interests are represented in the planning discussions.
2. The whole work force can be a constructive force because the divisiveness (based on age or seniority) has been almost entirely eliminated. There is no identifiable "out" group to criticize the "ins."
3. There is value in the breadth of views now available to the meetings. There is a guarantee that the committee will span the generation gaps in cultural changes, differing kinds of training and so on.
4. The oldest officers are particularly pleased with the new arrangement because they had previously felt isolated; now from time to time their old timers' experience makes a contribution to the meetings. "It's good to know that the younger cops haven't forgotten you," says one twelve-year veteran who is not on the committee, "and respect your years of experience."

Disadvantages:

1. There has been some continuing quarrel with the seniority group representation because it excludes the predominance of the group that would win all the committee by majority vote. The argument is that more positive and forceful leadership would result instead of an "egghead seminar."
2. Some committee representatives have taken up the role of special spokesmen for their seniority group, apparently to assure reelection. This has recreated some of the divisiveness that the change was expected to eliminate.



The new committee selection process was voted as a two-year trial. At the end of two years by majority vote the process can be revised. The date for this vote is coming soon. The general belief is that the new system, on balance, is good and will be kept.

This new committee selection process is the most important change the union has made. However, there are others. The committee has designated one member called Committee Secretary to be responsible for the agenda and preparation for the Joint Planning Meetings. His job is to get suggestions for agenda items from the committee members and from meetings of the membership, discuss them with the president and submit them in a timely fashion. Also he does research on items coming up in meetings ahead (both those suggested by management and by the union) so committee members can be informed and prepared.

Also the union has negotiated an agreement with management to authorize the committee to meet on duty time for two hours a week (when necessary) to prepare for the planning meetings.

The agenda for regular monthly meetings of the local union now includes a regular report on what is going on in the planning meetings and the membership is invited to suggest new items and changes in emphasis and so on. More of union membership meeting time is now spent on looking ahead and in discussion of training schedules and less rehashing grievances.

The meetings are better attended than in previous years. About twice as many people are active in the union now.

There has been a change in the work and job descriptions of the clerical staff of the local union. Previously there was a secretary and a clerk-typist. Now the secretary has been trained to keep a careful and complete file on the discussions and decisions of the Joint Planning Meetings (in addition to the grievance records) and to continually gather information for the use of the union. She has organized a library of materials on many matters of police operations, police department pay scales, other union contracts, police personnel practices, police training and career development, police public relations and so on. She regularly receives notification of police studies from the National Criminal Justice Reference Service, screens them for the union and orders those that union committee members want in the library.

Her work, under the president's direction, is the nucleus of a research department. If the union grows larger and can afford more staff, it will build a research department around this function.

On management's side the new regular meetings have required some changes. The chief has had to allocate his time for the meetings and has found it necessary, too, to spend some time in preparation for them. Although this might sound like extra work the chief is happy about it. He says:



Having these meetings means I have to hustle and keep on my toes about moving ahead. But it makes me feel good about my job. I don't want to get in a rut and these meetings keep me out of one. Another thing, I have been forced to delegate more matters. I simply don't have time to be in on all the day-to-day operations problems and decisions that I used to feel I had to be in on. So I delegate huge chunks of what I used to think was my job. This new practice of giving command staff more authority and responsibility didn't result just from the demands of these joint union-management meetings. I got the idea from a police management seminar I attended. Also the productivity study that was done here showed that many of us were working at tasks that were more sensibly done by others. This included a lot of things I had been doing.

The essence of the thing is that I can best do my real job as the top police executive--which is, of course, to think ahead and lay plans and strategies to improve police services over the long pull as well as to set current policy for the department--if I can relieve myself of most of the work of coordinating, and supervising personnel, worrying about week-to-week allocation of department resources, records and so on.

The new revisions I have made among command staff add up to giving me more time to reflect, to think--in short to be able to make the big decisions with confidence that I know what I'm doing. I don't any longer feel so propelled by circumstances as I did. Now I feel I can take the pressures and think things through. I feel I am in control rather than controlled by circumstances. I see these meetings with the union as just a part of that process. But it is a helpful part--not a burden.

Another way I have thought of this: the amount of time I now spend on these meetings including the preparation for them (and much of that is done by my staff) is less than the time I used to spend in shouting matches with the previous local union president and in rehashing those sessions with my staff. All that was useless time in terms of the service of this department to the community. And it took a hell of a lot out of me psychologically.

So I think there is a net gain for everyone concerned. I'm putting into practice the theoretical stuff about management that I learned at the FBI schools. I never had the opportunity to do that before. I am more of a chief than before and I feel that not only am I more professional but the whole department's getting that way. There is no question--morale is higher than ever. And I am not worried about an ulcer. Three years ago I was and with good reason.



There are other changes on the management side. Parallel to the union's involvement of its members regarding planning to improve the work life of the rank and file, the chief has found it necessary to keep a continual communication with his top people about the deliberations with the union. This is done by way of brief summaries that are written by the chief's assistant and edited by the chief immediately after each meeting. In addition, in regular command staff meetings these matters are discussed in greater detail and suggestions are solicited from command staff for the agenda and conduct of the meetings.

Also the chief has had to arrange for command staff attendance at the meetings. Always his assistant is in attendance and usually two or three other command staff depending on the subject matter on the agenda. In turn this means that the top staff who are required in meetings (chief of operations, the lieutenant in charge of maintenance, the financial officer or chief dispatcher, etc.) have to turn over their work to subordinates. But this participation is looked on as pleasurable and interesting by the command people. It gives them some time to reflect and think ahead too. One lieutenant reported that he never found any place to talk with other officers about the things he was learning in his college courses until he became active in the new Joint Planning Committee. Now he says, "The courses suddenly seem related to my job and the job seems more important. I think that is what police professionalization is all about. You can't do it by learning stuff in courses that you have no opportunity to talk over and integrate in work with your peers."

This new union-management relationship in this town is regarded as "good" by both the chief and the union president. When asked, in separate interviews, what they think is the basic ingredient, their responses are remarkably similar to one another.

The chief speaks of a "new kind of trust" and goes on to say that he means not just his trust of the union leadership to keep their eyes on the mission of the department and to be honest in their dealings with him but his increased trust of his command staff as well. He "relies on command staff to think through our professional problems and to have some ideas about them." All this mutuality of concern has been fostered by systematically recognizing that "everyone has some brains and needs to be welcomed to use them."

The union president says that after about four months or so of these joint meetings

...we finally quit playing games and really went to work on police problems. We began to see what was good about the other side and what we had in common. It's got to be that when we say something the chief knows we mean it and we know he means what he says. There is mutual trust and respect. We listen to each others' reasons. It turns out that in matters that are really big--like planning for careers in the department, knocking out drug pushers in the high



schools or getting public sympathy for a better pension plan or to get good equipment--we don't have any quarrel with the chief. We are still on the same side on things that count for Myhtton P.D. We still battle about small stuff--the grievances never end--but all that bundle looks smaller and smaller all the time.

Observation of this department indicates that other things are happening that appear to relate to the constructive labor-management relationship and to the management changes that have accompanied it. For example, in answer to a questionnaire three years ago only 20 percent of the command staff answered "yes" to the question "Do you usually feel that your ideas are listened to and that the department is making the best use of your talents?" This year 78 percent of the command staff answered this question "yes."

Similarly in the last year not one of the young officers (less than four years seniority) who are regarded as "excellent" in their performance rating has left the force; in the previous year there were three such officers who left and in the year before that there were also three. During this three-year period the economy of the town has not changed much (levels of unemployment and employment have been stable) so the chief feels that his plan is working; he's keeping good people, the kind he lost before.

One additional significant change that will affect both management and the union has been generally agreed to by the two parties but it has not yet been approved by the parent body of the union or by the state of Connecticut. This is to limit membership in the union to patrolmen. Currently, as in most police unions in the state, all levels of police are in the same collective bargaining unit. The union and management agree that the prerogative of management to supervise is frustrated by this arrangement. Captains, lieutenants and sergeants all have to direct and discipline fellow union members. The union is forever bringing a grievance for one member against another member.

Particularly in regard to grievances arising under the contract where infraction of rules is charged by a supervisor, or violation of the contract by the supervisor is charged by a patrolman, the matter of whom the union represents is confounding. This anomolous situation can best be made right by clarifying the roles of management representatives vis-a-vis the work forces they supervise. No way other than that had been worked out in this department previously. Both still hope to work this out together and in such a way that proper representation will be afforded all of the middle management people through an organization of their own.

The union at first had some qualms about attempting to limit its membership. There will be a dues loss and some of the union's hard working leaders are sergeants and lieutenants. But after many discussions the decision has been made to limit the collective bargaining unit to patrol officers and nonsupervisory nonsworn personnel.

Management had resisted the idea because it was first broached by the union in the aftermath of a patrolman versus lieutenant grievance which had divided the union. But in one of the regular Joint Planning Meetings all the pros and cons were discussed and management decided the union was right. The chief summarizes his position: "It will make it easier for me to manage things. I know that my supervisory personnel are part of management and I can expect them to act like professionals. When they are wearing two hats you don't know what to expect. (We had a lieutenant who was a steward. Who was going to represent the patrolman who had a grievance against him?")

If the new limitation is not challenged by the high rank personnel, this change is expected in 1976.

Mythton P.D.--A Model for Others?

Police departments throughout the state of Connecticut and elsewhere are curious about Mythton P.D. Chiefs from a few nearby towns have begun to initiate changes to follow the pattern of the Mythton chief. A critical chief has said "he's a picture book fighter who's going to get knocked out of the ring when the union decides to slug it out. You can't let the union inside the operation the way he has. The union is unstable. What will happen if they elect a new and different president?"

Police unions are not all sold on the Mythton "experiment" either. Some say it no doubt has made some progress toward the kind of professional police force they would like to see in their own departments. But others say it's a form of company unionism: "Downgrading differences between labor and management tends to blur the traditional role of the union and to blunt its weapons for a major confrontation that may lie ahead."

Mythton represents much of what a majority of chiefs and a majority of police union presidents would like to have in their own departments. Whether other chiefs and union presidents can muster the leadership and managerial skills necessary to initiate and sustain sound constructive relationships in their local situations only the future will tell.

In the next chapter we describe where these relationships were in 1975. In Chapter III we tell what our data suggest about the process of social change in police departments and techniques for preparing a department for change.

CHAPTER II

THE REAL WORLD OF POLICE UNION MANAGEMENT RELATIONS IN CONNECTICUT TOWNS

Introduction

This chapter reports our study findings and discusses their importance for planning improvements in Connecticut town police departments. In our study we did not find any Mythtons but we did find fertile seed beds for the Mythton ideas. We found strong expressions of hope for constructive police union-management relations in the future; but few plans directed to fulfill these hopes.

Police chiefs and police union presidents have much more in common than their typical practices would lead one to believe. That impression stands out clearly from our data. Also it is more true than we had expected that both groups, chiefs and union presidents, know what they have in common and know they want to achieve similar goals. Both report frustration that their departments are not moving fast enough toward these goals. There is a predominant feeling by members of both groups that their current relationship with their counterpart in the labor management relationship is far from ideal.

It appears that there is more good will and good intentions than there are forums, communications, interaction or other vehicles to encourage their expression. Many relationships are mired in institutional ruts exemplified by what one chief called "amateur unionism" and a union president called "the chief's open-door policy but nobody's listening inside the door." Most time in meetings between management and unions is spent in argument. Perhaps that is not surprising (the unions are newly organized), but nearly all of our respondents on both sides would like to see that changed. Both would welcome joint discussions about the department's mission, about improving the capability of the force, about specific training programs, about long-term plans for the department.

Some chiefs in our discussions would at first say that these planning matters are management prerogatives. What they mean is that decisions have to be made by the chief--not the union. But further discussion shows that the process of thinking through what kind of police force the town ought to have or what sorts of training would be effective and attractive to the rank and file, whether team policing would work in their town is not rejected out of hand by the chief. Although some could never see sharing anything with the incumbent union president, even these could imagine a president with whom they could plan. The idea and the process of joint planning are generally acceptable. They are not generally acceptable within the current forums used by the parties.

On the union side there are also some who have developed such animosity toward the incumbent chief that any talk of changing the relationship requires, they say,



"a change in chiefs." But these men, too, would like to see themselves maturing into something more than the "first phase" unionists they know they are. They think they could move up to a more effective, responsible and professional unionism if they had cooperative management.

Chiefs' and Union Presidents' Attitudes

We found in our conversations with chiefs that it is common for them to think that other chiefs generally are more against the unions than our data show them to be. For example, chiefs responding to our questionnaire were about equally divided between those who "would be satisfied to see the union organization continue about like it is" (twenty-four chiefs) and those who "would like to see the union or association power or jurisdiction or 'bargaining areas' reduced" (twenty-five chiefs). Only a few (four chiefs, out of fifty-six) took the position that the union should be eliminated; three would like to see "the union or association grow stronger." This sort of toleration of the union was commonly expressed in our interviews.

It is interesting, and perhaps to some people surprising, to learn that chiefs and union presidents respond in almost the same way to the following question:

In your department the organization of the union or association resulted primarily from:

<u>Chiefs</u>	<u>Unionists</u>	
4%	0%	agitation by people outside the town
7%	0%	a general movement for town employees to organize
80%	80%	interest of police officers to improve their wages and working conditions
4%	12%	interest of police officers to provide better police services in the town
7%	25%	reaction of police officers to unfair treatment by supervisors
10%	15%	Other (please specify)

The percentages will total more than 100% because some respondents checked more than one item.



Notice that four out of five chiefs and union presidents agree on the primary reason for unions in the departments to have organized. Note also that few (only two of fifty-seven) chiefs believe that outside agitators were the primary cause; in fact, more chiefs (four) believe reactions to unfair treatment by supervisors was the main cause. So here is a case of general agreement by the parties on a matter fundamental to their relationship. Everybody knows why the union is there and how it got there.

When these facts are put together with other facts from the interviews and questionnaires, other dimensions of the chiefs' and unionists' feelings and opinions emerge. For example, ninety percent of the chiefs answering the questionnaire believe it is helpful to have a formal grievance procedure. That doesn't reflect a majority "anti-union" opinion; a main function of the union is regarded as helpful by the chiefs.

We asked union presidents and chiefs to list examples of instances in which the union had been cooperative and helpful and situations in which the "union action has hampered the operation of the department." The unionists reported more constructive things than hamperings and chiefs saw more bad than good. But for the most part the examples were of very minor events. Significantly the hamperings seemed primarily to be extensions of battles over grievances and contracts--a kind of harassment, whereas the constructive events reported tended to be more concerned with policy. We see in these accounts some efforts by some unionists to achieve (and the chiefs to accept) a more mature and professional stance by the union.

However, there are still strong feelings that the union "may go too far" if it is encouraged too much. And union people believe that pressing for new frontiers will cause overreaction from the chiefs. Because of the confrontation character of the bulk of their past experience, their caution is easy to understand. And we did learn on the other side of examples of chiefs' willingness to confer and share being interpreted as "softness" by union leaders whose own experience and institutional supports were not mature enough to handle the opportunity. In many situations these suspicions and worries about being "taken in" by the other side are evidenced less by the leaders than by critical peer groups. Some command staff and some police officers are slower to change than the leaders are. Others use the criticism to muster political or bureaucratic support.

There are some ways for energetic responsible leaders to hold the initiative in the face of resistance. Police institutions need "ball carriers" who can run around their slow blockers and break the heavy tackles from the "old timers." In Chapter III some suggestions for good leadership are discussed.

Can Police Unions "Join" with Management? How Far Is Too Far?

Rhetoric on both sides in the police union field abound with disparaging words and signs of inevitable and continuing conflict. Our assignment was to hear this but to look beyond it to see if there is potential basis for constructive relationships. We found some things that are promising for joint efforts.

We asked in a questionnaire:

Now that nearly all Connecticut police departments are organized many people believe police unions are "here to stay." If you can assume (for the purpose of this question) that this is true which one of each of the following sets of statements most closely fits what you would like to see in your department?

Chiefs' Responses

- | | |
|----|---|
| 45 | a. More concern by my work force with in-service police training |
| 0 | b. Less concern by my work force with in-service police training |
| 8 | c. I am indifferent to this question |
| 49 | a. More police emphasis on professionalizing the force |
| 1 | b. Less police emphasis on professionalizing the force |
| 6 | c. I am indifferent to this question |
| 51 | a. More attention to crime prevention activity by my work force |
| 0 | b. Less attention to crime prevention activity by my work force |
| 4 | c. I am indifferent to this question |
| 38 | a. More work force participation in long-range planning with my command staff |
| 0 | b. Less work force participation in long-range planning with my command staff |
| 10 | c. I am indifferent to this question |

The numbers opposite the a, b, and c choices indicate the numbers of chiefs who checked each response. Chiefs all over the state in large towns and small agree overwhelmingly that they would like to see more work force participation in perfecting the department and planning its future.

Our interviews with chiefs drew them out further about what they believe about participation. For the most part chiefs did not mean that the union representatives

or other people from the rank and file should share the decision making about these matters but that they should to a greater extent than is now possible, given the ways the top management comes in contact with the rank and file, have a chance to discuss their future and the future of the department. With the exception of a few departments, chiefs described the current relationship with the union as "grievance oriented," "strictly adversary encounter," "chaotic and unplanned" and so on.

Some of the chiefs who had checked "indifferent" on the above questions said they would really like to see more participation on all these fronts but feel the incumbent union personnel or the current union contract inhibits or prevents joint consideration of professional police matters. So it was ridiculous, in their minds, to "want" help from below.

Only two chiefs we talked with felt that all these matters are better handled by management without any participation by employees. Even these men could imagine a police department where this kind of thing could work but felt that the history of bitterness and distrust in their departments would foreclose the possibility for many years to come.

In response to a related question three out of five chiefs would welcome work force participation in "scheduling and manpower allocation." The other two out of five regard that area as "strictly management's responsibility." In interviews with members of this latter group we found that the chiefs felt "you'd be opening a can of worms if you try to get everybody's ideas about how to handle your manpower." But if the question meant discussing such things as anticipating problems in manpower allocation or getting some ideas from the field as to why traffic or beach patrol or some other set of problems was getting out of hand--that kind of thing would be welcome.

In summary our impression from these questionnaire answers and interviews is that chiefs generally look favorably on orderly participation of the work force in planning for more professional operations and better performance but there is a general skepticism that the union structure as it now stands cannot help guide this participation in the most constructive way. And there are a sizeable number of situations in which the incumbent union leaders are regarded as inadequate to take on the constructive role.

We asked union presidents essentially the same questions as those above. The distribution of answers among the twenty-six union presidents who responded was almost parallel to the chiefs answers with a slightly higher percentage checking b ("less involvement" responses) on community affairs and crime prevention. The fact that virtually ninety percent of union presidents and eighty percent of chiefs lean generally in the same direction on this serious matter of joint participation on essential operations and planning is certainly significant in assessing the potentials of police union-management relations.

We talked with the union presidents to discover in greater depth what was behind their checks on these questionnaire answers. Here again the parallels to the chiefs' insights was striking. "It would be a good thing for the chief to have the advantage of the experience and brains of the whole department" (to paraphrase their views), "but the way things are done in these departments there is no way to achieve that kind of communication." Some of the union leaders thought it might be possible if their departments had a different kind of chief but never possible with the incumbent chief.

Like the chiefs, the unionists would like to see these kinds of participation but believe that for the most part existing union-management practices and the history of their relationship to the chief inhibits or prevents progress in that direction. Several union presidents suggested that their unions are new and therefore are still "battling for recognition in fact." The resistance to the union is so great in at least two towns that unionists say that to introduce new roles for the union now would be regarded as invasion of management turf by management and their own members might say they were leaving the scene of the battle at the wrong time. However, in some departments union people described examples in which "these things are already being done."

Our general summary assessment of the current state of affairs regarding police union-management relations encompassing joint efforts of the kinds suggested in these questions is this: there is a will but no way in the minds of the parties at interest. But there are strong majority feelings on each side that some ways should be worked out. And there is a general feeling on each side that the established relationships (and to some extent the personalities on the other side) are primarily responsible for holding back progress.

Can police union-management relations in Connecticut towns or in towns elsewhere mature to include the processes of joint participation that chiefs and unionists say they want? We think the potential in Connecticut is promising. The way can be found. Answers to other questions indicate what the vehicles for change may be.

Everyone's for Training

An area of substantial agreement among chiefs and unionists is belief that police training at all levels in the department is a good thing. Now this is not at all surprising. But we think it is significant that even when the questions about training are prefaced by a reminder that training is costly, when they are asked after the respondent has described the ongoing training in the department, and when the questions stress that more than the current training is being asked about, the need for more training is almost universally supported. This is about as true for chiefs as for unionists.

We asked both groups this question:

Recognizing that training is costly, do you believe more training for police in this department (than they now receive) would be worth the cost?

The answers:	Chiefs	51 yes	5 no
	Union presidents	25 yes	1 no

That is about as close to unanimity as one could expect from the two groups on any question. Here there is almost total agreement that whatever is being done is not enough. More should be done even though it is "costly."

In answer to a related question, only three of fifty-nine chiefs thought that no additional training is needed "after the first year or so." One hundred percent of the union presidents agreed with the ninety-seven percent of the chiefs on this important matter.

Similarly, virtually all the unionists and fifty-one of fifty-nine chiefs believe formal training should be planned to prepare personnel for each step up to more responsible police jobs. And forty-eight of these chiefs think the effect of a "career plan for training in all police functions at all levels" would be worth the cost of training if the program were well planned.¹ We found no union president who disagrees with the chiefs on this.

Chiefs' reasons for wanting more training range from "help to attract better people into the force and keep better police officers on the force," to "a professionally trained force will be more productive; it will actually do the job better with lower cost." Unionists agree: a well trained force can do the job more efficiently. They argue, too, that the "dead-end nature of so many police jobs can be changed by improving individual capabilities." Both groups overwhelmingly see career development as a distinctly important goal.

So the traditional adversaries in police union-management battles think very much alike about the importance of improving capabilities of police personnel. Neither one is the adversary of the other on this score. However, our data reveal that their constructive views, though parallel, are not often joined together in promotion of or participation in programs of the kind they both want. For example, forty-eight of fifty-six chiefs reported that their departments had received grants from the Connecticut Planning Committee on Criminal Administration. (Twenty-six of the grants had to do directly with the use of personnel.) But the chiefs report that in half the projects "the union was not involved." In only nine is the union listed as having "cooperated." In three the union is reported to have "resisted" the project. In our interviews we found only a small minority of chiefs

¹ The unanimity of opinion that the training would have a "good effect" is greater than even this figure indicates; six of the other eight chiefs thought it would have a "good effect" but would not be worth the cost.

who had ever thought about involving the union in planning the use of training funds and even fewer who actually invite the union to join management to plan training programs or any programs, for which funds will be requested.

Even in those departments where the importance of education and training is recognized in negotiated contract provisions¹ for pay incentives for education or pay for time spent in training, the conversations about the training programs have more to do with the equitable application of the contract clauses than about the content of training programs, career planning, or the need for a department comprehensive training program.

The Chiefs and Employee Relations Standards

Review of the chiefs' answers to questions about how they stand on the Employee Relations standards published by the National Advisory Commission on Criminal Justice Standards and Goals² is also revealing on this point. All of the chiefs responding agreed with all four standards in this chapter (except one chief who disagreed with one of them). These standards and the discussion of them by the Commission are replete with statements regarding advisability of "two-way communications," of obtaining "advisory information from police employees," of "applying the principles of participatory management," and a suggestion that "traditional... police autocratic administration" is out of date. But although chiefs we surveyed almost universally agree with those sentiments, few have developed ways satisfactorily to put them into practice.

In interviews with chiefs there was no doubt about their sincerity. They want a rational, informative and mutually helpful relationship with the union. Frustration about the difficulties in achieving such a relationship took up a large part of our interview time with most chiefs.

Many chiefs, certainly a majority, have hopes that in the next few years relationships with the union will improve substantially especially in regard to professional cooperation. Unionists too believe there will be new acceptance of joint concerns and more and more time spent in constructive meetings. One union president said, "we may not give up all our militancy, but more and more if we are going to get anywhere we have to use our brains and not just our lungs. We have to win with management and it's got to be on these long-range matters of increasing our ability to serve the public and management has to accept our help. Higher salaries have to follow a demonstration that we are worth more. It can't be done the other way around."

¹ Cf. Chart J in Chapter IV.

² Police NACCJSG, Chapter 18, 1973. The chapter is reproduced in the Appendix to this Guide. Our questionnaire is also included in the Appendix.

Evidence that chiefs expect better union management relations can be drawn from their answers to other questions we asked in connection with the union-management relations standards. We asked the chiefs to indicate where they believe they are now (on a scale of 1 to 10) in achieving each of the four Employee Relations Standards (Chapter 18) in their departments, then to check where they think they will be on this scale of 1 to 10 in 1980.¹ The results are interesting as can be seen from the following two tables. The question was asked after the chiefs had read the four standards and had indicated their agreement with them. (These standards and the question form sent with them to the chiefs are in the Appendix.)

Here is how the question was put:

Probably no department is "up to standard" in all respects. Will you check about where you think the practices in your department stand on the road toward achieving the ideal standard level described by NACCJSG?

In this scale 10 is "totally up to standard level," 7 is "substantial achievement of the standard level," 3 is "some progress toward the standard," and 1 is "no activity that fits the standard." Then check where you think you will be in achieving these standards by 1980.

NACCJSG Standard:

The Police Executive and Employee Relations	Now	1 ⁰	2 ²	3 ³	4 ²	5 ¹	6 ³	7 ⁶	8 ²	9 ⁰	10 ¹
	1980	1 ⁰	2 ⁰	3 ⁰	4 ⁰	5 ⁰	6 ²	7 ⁴	8 ⁴	9 ³	10 ⁶
Police Employees Negotiations	Now	1 ³	2 ¹	3 ⁷	4 ¹	5 ²	6 ⁰	7 ⁵	8 ⁰	9 ⁰	10 ¹
	1980	1 ⁰	2 ⁰	3 ¹	4 ²	5 ³	6 ¹	7 ³	8 ²	9 ²	10 ⁴
Collective Negotiation Process	Now	1 ⁰	2 ¹	3 ⁴	4 ²	5 ²	6 ¹	7 ⁶	8 ²	9 ¹	10 ⁰
	1980	1 ⁰	2 ⁰	3 ⁰	4 ⁰	5 ²	6 ¹	7 ²	8 ²	9 ³	10 ⁸
Work Stoppages	Now	1 ⁰	2 ³	3 ¹	4 ²	5 ⁷	6 ⁰	7 ⁴	8 ²	9 ⁰	10 ⁰
	1980	1 ⁰	2 ⁰	3 ¹	4 ⁰	5 ⁰	6 ²	7 ⁴	8 ⁰	9 ³	10 ³

The superscript numbers on the 1 to 10 scale represent the number of chiefs who checked each point on the scale. For example, one chief checked that he was totally "up to standard" on the first one, six chiefs expect to be at the top of the scale by 1980; no chiefs feel they are completely up to standards #3 and #4 now, but eleven of the twenty think they will be at the 9 or 10 level by 1980.

¹ The number of chiefs who filled out this particular question is small. We "lost" some of our respondents because the questionnaire form required the page to be turned over to locate the question. These data are for just twenty chiefs but we believe them representative because of the homogeneity of the responses.

NACCISG Standard:	Expected Change Factor									
	1	2	3	4	5	6	7	8	9	Zero Change
The Police Executive and Employee Relations	1	6	5	3	2	0	0	0	0	2(8, 10)
Police Employee Negotiations	3	4	3	2	2	0	0	1	0	3(3, 7, 10)
Collective Negotiation Process	2	6	7	1	3	0	0	0	0	0
Work Stoppages	2	4	5	3	4	1	0	0	0	0

In the table above we have indicated from the same data the expected change factors anticipated by the chiefs. Notice that only two or three chiefs feel there will not be a change for the better. Two of these check marks were made by the chiefs who believe they are already fully up to standard #10! So virtually everyone expects progress along this scale with an average expected movement of about 3 points on this scale. That is what this chart shows.

Full significance of these data cannot be appreciated without a reading of the standards. The significance is this: the standards are very liberal. They legitimize the union and they describe a broad role for the union. Chiefs who accept these standards as proper goals--as those in our sample of Connecticut chiefs do--are a long way from the days of iron resistance to unions. It is reasonable to believe that these chiefs have a high potential for participation in mature constructive labor relations.

In our discussions with chiefs we tested their reactions to other related standards¹ and our findings are that there is sincerity and depth to the chiefs' feelings about this matter.

We feel constrained to say here that chiefs' liberal views and hopes for their future with the unions were sometimes tempered by doubts about the chances for progress with the "incumbent union officials." One chief said he expected progress by 1980 only because the local union was "bound to get some new leadership by then."

Some union leaders too, who all believe things are going to get better, put in their own caveats--"but not until we get a new chief" and so on. We believe the widespread prophecy of police chiefs that they will achieve these standards will be fulfilled. The potential is there.

¹ For example standards, see NACCJSG Chapter 19, Internal Discipline; Chapter 17, Development Promotion Advancement; Chapter 16, Training; and Chapter 15, Education and others.

Restraints on Chiefs' Authority to Manage

Our data reveal one of the chiefs' main complaints about dealing with the union is that the chiefs are by-passed. The complaint is not aimed at the unions, but at "systems fostered by law" that "leave us out." Chiefs' resentment at being left out stems from the operation of state law and past practice. We believe the exclusion of chiefs from negotiations is a separate matter--and a far more pervasive and serious one--than by-passing them in processing grievances to arbitration. We discuss them separately below but with a recognition that feeling among chiefs is the same on each issue--no one likes to be left out and no one should be left out of setting the policies that affect the essence of his job.

Our data show that overwhelmingly chiefs have little or no part in contract negotiations. Several chiefs said the whole union contract negotiation process is "completely out of our hands."

We asked the chiefs (and the union leaders):

Do you believe that the chief in your town should have more to say about the content of the collective bargaining agreement?

Of the fifty-three chiefs who answered our question, thirty-two said "yes." In interviews we learned more about why they want to have more to say and what they want to say more about. They do not want to conduct negotiations about the economic matters; those they universally concede to the town manager or to other city officials. But they want to have more to say about contract clauses that affect operations. The reason: they can't operate well with practices they don't participate in designing. Moreover, they believe strongly (and who can dispute them?) that managers who may know little about police work and don't have the responsibility to run the department get "taken in" by the union representatives.

We asked questions to find out about the arrangements for negotiation of police contracts in the town. On the management side we found that in the fifty-seven towns responding the breakdown is as follows:

- 16 Representatives of the town negotiate the agreement with the union or association without the chief of police
- 11 Negotiations are shared equally by the chief and a representative of the town
- 1 Chief negotiates the agreement with some assistance from town representatives
- 29 Representatives of the town negotiate the agreement with the union or association with some assistance of the chief of police and his staff.

In some cases (eleven out of fifty-seven in our sample) the chief is not even present in the negotiations! This has led to town manager and union president agreements that violate quid pro quo understandings reached in day-to-day working relationships, setting hours per week and shifts that are awkward or unworkable, placing responsibility for routine police personnel actions (e.g., authorizing specific vacation days) in the office of the town manager, ignoring needs for contract improvement because of town negotiator's grievance of operational problems, and so on. In many of the instances of this kind reported by chiefs there had been an element of maneuvering by the union president and in some a "conspiracy" to leave out the chief.

In some of these situations chiefs have been able to reclaim authority lost in "games played by the union, city managers and previous chiefs." But it is systemic exclusion that bothers the chiefs, the fact that their participation does not correspond to the responsibilities they have.

The strength of chiefs' feelings on this point, although various ones of them are affected more than others are, is revealed by a cross tabulation from their responses to our questions that shows:

All chiefs that did not negotiate felt that they should assist in negotiations

All chiefs that did assist in negotiations wanted the same or a greater role in negotiations

Union leaders are aware of the anomalous position of some of the chiefs. Although some routinely take advantage of it, and some think their chiefs "couldn't contribute much," more than a third of the union leaders who filled out our questionnaires and most of those who talked to us about the subject believe chiefs should have more to say on the management side in negotiations.

Unionists who think the chiefs should have more to say on management side mean, just as the chiefs do, more to say about the noneconomic clauses in the contract.

It is difficult to assess the quality and quantity of the impact of noninvolvement by chiefs in negotiations. Certainly all of the evidence we saw suggests the impact runs counter to creating constructive union-management relations. An argument for the practice, presented by a town manager (that all department contracts had to come under his aegis for purposes of coordination and uniformity) does not seem to be overwhelmingly persuasive. That argument deserves some recognition but the argument of the chief who says "it's a struggle to keep from looking silly when I have to learn after negotiations what rights and responsibilities I have concerning my own work force" deserves much more.

By-passing in the grievance process is not common but some chiefs complained bitterly that their union presidents never really bargain out grievances, but

simply "stop here on their way to the arbitrator." Unionists in these situations did not debate the point. Their attitude could be paraphrased: "Why hang around talking to the chief; he will only say 'no' a hundred ways." These chiefs' complaints were associated with their view that the arbitrators in the state lean toward labor. We had no opportunity to make a comparative study of the leanings of the arbitrators. We do point out that in view of the new state law that provides for compulsory binding arbitration,¹ this complaint of chiefs may become aggravated. The public's interests will be served if police unions and police chiefs are afforded the opportunity to work conscientiously to settle disputes locally. Forums for rational talk about fundamental problems--the Joint Meetings described in Mythton P.D.--would almost certainly help correct the abuses now found in the grievance process.

Other Signs of Compatibility

Our study turned up other evidence that union and management share other views and goals. These seem to us to be of a comparatively minor nature but bear notice.

On the matter of "parity," pegging police salaries to firemen's salaries, there is almost total agreement. Chiefs and unionists alike oppose it. This practice was common ten years ago in Connecticut. Now fewer than half continue the system, but almost no unionists and no chiefs believe it makes sense.

Ninety percent of the chiefs and all of the union presidents believe the union has "improved incomes" of police officers. Both sides also believe that higher salaries attract better quality people. So both sides believe the union has been advantageous to the department as well as to the work force members individually.

Both agree that a Performance Rating System based on elements of officers' performance on the job, rather than on personal qualities subjectively judged, is preferable.

Our study of police union-management relations in Connecticut towns in 1975 shows:

a general immaturity on the union side that is completely understandable in view of the recent and rapid development of the unions;

¹ A copy of the Act is in the Appendix.

a lack of assurance in labor management affairs on the chiefs' side born by the rapidly burgeoning unions' challenge to traditional management and chiefs' lack of training as managers;

that a high potential for amicable constructive labor management relationships lies in the fundamental agreement of unionists' and chiefs' views about the essential mission of police work, the professional role of police, the principle of participatory management;

both sides have faith in perfecting the institution of union-management relations (tempered by reservations about incumbent office holders on the other side).

What finally distills out of our data is a well-supported aura of hope for good, regardless of lingering pervasive suspicions in the field about motives, intents and capabilities of the traditional adversaries, one for the other.

CHAPTER III

IMPROVING POLICE UNION MANAGEMENT RELATIONS

Recommendations in the Style of a Syllabus¹

Introduction

Study data show clearly that both sides want to see a more constructive relationship. But what has to happen to create that better relationship? To find out we observed departments where union and management reported a good or "pretty good" relationship. We focused on how the parties got to that point. Our suggestions for growth, maturity, and success in police labor relations are based on what we found in these situations.

A Commitment to Change--The First Steps

Improvement means change and change requires that someone has to do something new or different. Someone has to take the initiative. Let's assume your department is typical of Connecticut town police departments--both the union and the chief want a constructive relationship.² The commitment is there. What are the first steps to take and who has to take them?

Either party can take the first step. It can be a giant step (e.g., the chief announces a whole new program of inviting the union's participation in matters from which it has been excluded) or a mincing one (e.g., the union for the first time joins management in a request for upgrading department equipment). The first step, large or small, will always be a test of the other side. Can the union accept the chief's gesture as an attempt to improve the union management relationship or does it have to declare that it has beat a concession out of the boss? Can the chief graciously welcome the union's move as constructive and helpful or does he have to say "It's about time"?

¹ This section as presented can be used as a syllabus for local union management training sessions or for seminars in police labor management relations organized for groups of chiefs or groups of union leaders from several towns. Seminar assignments and discussions can be organized around the several topics in this Chapter and other subjects that are sparked by discussion. The other chapters of the Guide can be helpful as a reference text.

² Assumptions made in this chapter are all based on the Connecticut Police Union-Management Relations Study data.



The reciprocal balance of attitudes determines the chances of success for the process of change. If the union has to say "We won" every time the chief tests the climate for change, the chief will withdraw in the face of stormy weather. And if the chief is not secure enough to accept the union's first steps as timely, mature and sincere the relationship's frontier will not be much advanced.

Planning and Maturity

There is a chicken/egg tension in the politics of change. Degrees of trust and appreciation of long-term versus immediate rewards are important.

We suggest the word "maturity" to describe the ability of one or the other side in the police union-management relationship to postpone gratification of success; the ability to restrain the impulse to pounce on every advantage over the other. It also includes the good sense not to exploit every ameliorating or agreeable gesture as a "concession to demands." In short, it is the ability to admit that you have something in common with the other side and that the motives of the other side on this issue are as pure as yours. It means you are secure enough to say, "It's better to credit the chief (or union president) with good will in this matter, in the interest of our long-term objectives, than to get a headline on Monday for a 'concession' this week."

This concept of maturity presumes some kind of future goals--some sort of institutional plan (for the department or the union). So we see planning as another necessary ingredient to improving police union management relations.

There has to be a commitment on each side. Someone has to take the first steps and the steps have to be honored as authentic. And the parties have to be mature enough to fit these steps into a plan for change.

Management's plans and the union's plans don't have to be identical; the parties do have different roles. But the plans of each can have many features in common with the plans of the other. It is the rational identification of these matters in common, the sensible nurturing of interactions that can foster them and the dignified pursuit of them that can form the essence of a sound relationship. Meanwhile areas of difference can be debated in the grievance machinery and periodically in contract negotiations. But good planning "to build the union" on one side and to "perfect the administration of the department" on the other (currently acknowledged goals) requires, in some form, the constructive mature interaction of the kind we describe.

A Meeting of the Minds

What is the appropriate forum for this interaction? We believe it can develop (and in some towns it has developed) in grievance meetings. But the evidence



indicates that regular meetings of union and management for the expressed purpose of planning ahead are the best environment for fostering a good relationship.

The regularity of the meetings is important¹ and the agreed authority and jurisdiction of the meetings to set goals, to anticipate problems, to agree on programs are the foundation of a proper forum for change.

For most Connecticut police departments and for departments in other states meetings of this kind separate from grievance meetings will be in itself a change. But the data forcefully suggest that to some degree this change must be made. Variations may be worked out according to the size of the department and traditional practices. For example, where regular meetings are traditionally concerned with grievances, every other meeting might be designated a "planning meeting" with no grievance discussions allowed. Or a similar alternate arrangement could be made by doubling the number of meetings or designating every third meeting for planning, and so on.

Agendas for the meeting are also suggested as a must by our findings. Without an agreed subject matter, the discussions will tend to be drawn off onto matters of immediate interest and these may be the hot grievances or some continuing controversy. No vacuum should be allowed in the meetings' time; if they are, extraneous subjects will quickly fill them and the meeting will be off the track.

Agendas should be circulated to participants in advance of the meetings. We suggest that to avoid elaborate requirements and rules, the management be responsible for preparation of agenda for one planning meeting, the union the next and that the subjects for each agenda be announced the day after the previous meeting. This practice allows plenty of time for meeting preparation and gives the group planning the agenda an opportunity to take into account the events of the last meeting.

Preparation for the meetings will certainly make them more profitable. Preparation time prompts another suggestion that may meet more resistance than having agendas and regular meetings. There should be specific time set aside for preparing for the regular Joint Planning Meetings so that each side can think ahead about what positions it wants to pursue in discussing the announced agenda subjects. Again, to avoid overformalizing the arrangements, we suggest that an understanding be reached that the union's personnel who are going to be in the meeting (and the number can be agreed to as well) can be freed from duty assignments to meet for not more than some specified time (perhaps an hour), just prior to the Joint Planning Meeting or at some other time that may seem more appropriate in the local situation. On the management side too, the chief will do well

¹ Data suggest strongly that this is the case. It is also true that both union and management already believe that greater regularity and formalized meetings (with agendas) will be helpful.

to regularly schedule a think session with his staff participants prior to the meeting.

There are good reasons for these pre-meetings in addition to getting more out of the joint meeting time. The planning process and the serious involvement of the department's leadership in planning will be greatly augmented by these preparation meetings. It is orientation toward the professional long-term aspects of their respective roles in the department that will gradually improve the command staff's concepts of their jobs. The job will literally be more valuable and more professional. They will know their jobs better and do their jobs better. This in turn is fundamental to morale.

Similarly, the problem of communication--mentioned over and over again by chiefs and union presidents alike in our study--is on its way to being solved through such pre-meetings. The more involvement, the fewer levels required for handing off information, the greater the concentration on the subject matter, the greater the clarity of positions and the rationale for them--that is a sequence for success.

Joint Resclution

Another principle for success in constructive labor-management relations: agree on some goals and some ways to get there. The data indicate that where police management and the police union have agreed that a goal (a fair trial of a patrol deployment system; a bigger budget for communication equipment) is one they both want and when the particular actions the union and management will take to achieve the goal are understood, things go smoothly.

This suggests that matters that are discussed in planning meetings should be discussed long enough for both sides to join in agreed purposes and to agree on respective roles and responsibilities of the parties to work toward these ends. For example, if the union has agreed with management to try out a practice of over-time allocation for the Christmas season that might be challenged under a narrow interpretation of the contract, there might be agreement that the union will make the first announcement of this plan through its stewards, bulletin board or union meeting. The police department will describe the plan to newspaper reporters as a plan worked out jointly with the union to test the new system. Another example, a new recruitment and career development plan is announced jointly by the union president and the chief at a news conference as a "joint project to improve the career opportunities for police officers and to improve police service." The union describes its part in the program. The important thing is to forego one-upsmanship, put the professional cause beyond the adversary roles of grievance battling.

"Agree to Disagree" on Principle

Not all matters that find their way onto the agenda of planning meetings will be quickly talked into joint resolution. Our observation is that additional meetings on the subject rather than partisan announcements are in order. On matters where impasse is unresolved after prolonged attention to a matter the parties should make every attempt to agree about the nature of their disagreement. What are the facts in dispute, or what is the basic principled difference or what are the priority differences. To the degree this can be done, the resort to personalizing the argument, name-calling and debaters' tricks can be left on the bench. The institution of joint planning can survive principled differences. But vicious rhetoric invites an escalation of reciprocal counterattacks that quickly can erode the foundation of trust and good will that the institution is built on.

Is Cooperation "Giving In" ?

Skeptics in management and in the union are liable to put this same question to a leader who suggests the kind of "togetherness" suggested in this Guide. An honest answer is "It certainly can be." There are on each side of the relationship peer groups who exert pressures both subtle and crude on their leaders. The nature of the groups we have here and their history of conflict mean traditions and practices have built up expected roles. No one accepts change easily but some resist it for little reason more than that it is change. Not everyone in the command staff is equally flexible, not everyone in the union can accept change at the same rate. Therefore anyone who steps out to change a traditional practice runs the risk of opposition from his peers. This may be even more true of the union where there is less discipline and a more egalitarian aura than in the more structured management group. But it does occur on both sides.

The union leader who reports a series of discussions that result in joint action with management may hear from some members who believe he should spend more time fighting against a management violation of the contract. The chief who works with the union may be told by old timers that he is giving away the department and breaking down discipline. Schematically, no leader can easily withstand pressure from his peers unless he can produce. And his "production success" often rests on the behavior of his counterpart leader. If the union leader claims some joint venture means he is now "running the department," he undermines the chief's attempt to convince his command staff that "participatory management" makes sense. The chief who brags that he has "taken the union in" can drive the union president out of the relationship in a day. Both the union and the police command staff are too politically volatile to tolerate "weak" leaders for long. Augmented by natural resistance to change and traditional suspicions, peer pressures can demolish everything new.

So there are risks for leaders who want to lead, for administrators who care to innovate, for anyone who wants to raise his sights, for police who want a

professional department. In police departments the risk is there. But the risk is much less when there is a basis for trust that agreements won't be claimed as unilateral victories by the other side. Where a trusting relation is built the risk is probably worth taking.

Labor Relations and Productivity

Chiefs gave us endless examples of what is wrong with the police unions in their departments. Many stories were about unions' refusals to be reasonable about standards of work (stopping the traditional practice of a few minutes of unpaid overtime when shifts change; preventing use of civilians on certain inside jobs; tacit approval of sleeping or otherwise goofing off on duty; resisting training unless paid; "hold up" payoffs in lost time, and so on). We got the impression from union and management alike that many grievances and much of the union management relations time and energies are spent in argument about matters of these kinds.

We observed great differences among departments about what can be called "police productivity." In some departments there is an attitude to "do as little as you can get away with"; in others there is at best a profession of great earnestness to "do the best possible job." We know that all kinds of variables can and do influence the particular pictures that we picked up in our interviews. Perhaps no department is as good or as bad as the impressions we got in our short visits. But there certainly are wide variations in the degrees to which different police officers feel committed to the missions of their departments.

It is interesting to note that most chiefs and most union presidents in our sample feel that police officers are well motivated and that they do not need to be "coerced" into working hard.¹ In our discussions we went deeper into the subject and got some further insights from the police leaders. We certainly do not believe we collected enough information to have the definitive word on this perplexing subject. But here are some ideas suggested by what we did find.

Productivity in police work is hard to measure. Therefore it is hard for employee and supervisor alike to set standards for aspiration or evaluation. Also department goals, missions, and the expected roles of particular personnel are often hazy or ill-defined. A general sloppiness or lack of clarity of assignments--of what is expected--sometimes results. Another aspect of the problem: the most easily measurable results of an effective police department (say crime statistics) are not immediately accountable to day-to-day work habits of police personnel. It is all quite different from measuring worker output in a factory or business

¹ On a questionnaire inquiry regarding the general attitude of respondents we asked for agreement or disagreement with extreme expressions of very democratic and very autocratic statements.

(counting the number of bumpers bolted to trucks on an assembly line or the volume of sales in a restaurant).

Also there has been in many Connecticut town police departments (as elsewhere) a traditional adversary stance of work force versus management. No more should be done "for the boss" than has to be done. These factors combine to frustrate discipline and to encourage bad work habits. They serve to support a peer group consensus that putting out too much effort is foolish.

These negative conditions prevail far less in some departments than in others. How can the influence of these factors be reduced?

We believe that some formalized kind of performance evaluation, preferably agreed to by the union, is a constructive tool for the chief who wants to increase productivity. The evaluation process should be developed professionally and should factor out subjective and non-job related characteristics that often dominate informal systems.

But sensible performance evaluation suggests a personnel system in which the job descriptions fit work performed, and in which there is a logical plan for allocation of assignments and accountability of personnel.

In turn this leads us to the need for direction--goals and objectives for the department. That means planning. And as we have seen above, planning had better be joint planning with the union if plans are going to be carried out with enthusiasm.

In this chain of thinking about labor relations and productivity our data suggest that it is imperative that the chief establish a well-managed department with clear goals, roles and objective measures of personnel and department performance. Without a demonstration of his ability to manage he cannot expect to get the most out of his personnel.

Good management in this sense may be necessary but perhaps not in itself sufficient for the most productive department. We have observed another related set of circumstances that will give greater assurance of increased productivity: a productivity plan that is geared to the career development aspirations of the union members. We were pleased to note that in both the union and chief groups these relations are quickly grasped and generally supported as appropriate. The task is to initiate the practices that produce them.

Police Library and Research Facilities

Chiefs and union presidents need to read more about their field of work. Repeatedly in our discussions with police leaders in unions and management the need for knowing more about new developments in the police field was mentioned.

The materials commonly being read by chiefs and by union presidents include very little of the wealth of relevant reports, articles and books that are increasingly available.

Recently it has been documented that people in many walks of life get less and less of their information from written materials. The television news and other television shows bring us a load of information that spreads some kinds of cultural developments, reports of experiments and discoveries much faster and farther than any previously common medium could do. Even some aspects of police operations are spread in this manner.

One chief, after analyzing errors of his staff in conducting a homicide investigation, said he might assign his sergeants and lieutenants to "watch all the cop shows and see if they couldn't pick up something!" This chief was new to the department and had learned that for years almost no in-service training had been going on in his department. Whatever was being absorbed by his work force about how better to do their jobs was almost totally an off-duty unorganized and unknown activity. His one liner about the cop shows was not entirely in jest.

That department had no room, cubicle, or shelf where professional police information could be picked up and read or discussed by the men and women on the force. In this regard this department was worse but not dramatically worse than the average department in the state.

Should this be changed? Can it be changed? Is it costly to do? Will police and command staff use such facilities? Is up-to-date material available?

Our findings indicate answers to each of these questions is "yes," except about the cost. A well-managed library can be costly but a fairly well-run library--at least with a small number of up-to-date acquisitions and reference materials--can be maintained with small cost.

Good up-to-date material is so profuse and so easy to get that no department need hesitate on that score. The best source--only available in the last few years--is the National Criminal Justice Reference Service. This is a free service of the U.S. Department of Justice Law Enforcement Assistance Administration in Washington, D.C. The idea of the service is to pick up information from the thousands of reports of operations, studies, demonstrations, conferences and research produced each year throughout the fifty state planning committees, the Criminal Justice Institute, universities, the Police Foundation, IAC² and other police professional organizations and make it available to anyone who wants to use it. There are charges for some of the materials, although many things that cost hundreds of thousands of tax dollars to produce are available free. The important thing is that the services of NCJRS--sending information each month about what is available at cost or free--cost: nothing.

A library can be started with a designated place in the department for keeping and reading the material and a letter to NCJRS expressing your areas of interest. If the department is large perhaps a librarian can be designated and trained to handle the materials flow, storage, exhibit and book orders along with some other clerical or secretarial duties. Even if there is absolute crowding in the police facility (a condition we observed all too often), comfortable seating and good lighting should be provided in the library or a reading area.

Facilities and budgets available locally will govern the size of library that can be initiated. But the data suggest some beginning can and should be made in every department.

Early in our study we had thought that a union library and a department library might be the way to go. But so many police union locals in Connecticut and in other states are small, many have no union halls, and many of those who do, have facilities that do not often offer the convenience of one library. We came to the conclusion that a department library supported jointly (with the union designating and paying for certain volumes, journals and other materials that are particularly union-oriented, and the department paying for professional and reference materials) will work best.

A plan for development of a library and for gradual expansion to accommodate to use can be an appropriate subject for the joint meetings discussed above. The suggestions under Sources in the Bibliography in this Guide will be helpful. The number one suggestion is to get on the mailing list of the National Criminal Justice Reference Service.

The service is known and used by some chiefs and some unionists, but not by all. Among those who use the service, most use the information for individual improvement. Few pass things around to colleagues, and even fewer do this in any formal way.

The amount of material available in the police field is huge. It would overwhelm anyone to examine it; the NCJRS now has 15,000 titles. A few months' experience with the NCJRS system, which is exceedingly well-designed, is enough "training" for someone in an interested department to know what limits to set, how to get what is wanted and how to avoid what is not wanted.



CHAPTER IV

POLICE UNION CONTRACTS REFERENCE MANUAL

Introduction

This Manual has been prepared for use of police managers and police union officials. It reports on the current status of police union contract clauses in Connecticut in 1975. The union movement is still new in the police field and rapid changes can be expected in the contracts that will be negotiated in the next decade. Therefore this Manual, unless it is updated, will soon be out of date and its value then will be primarily historical.

Material for the Manual was collected as a part of a broader study of Connecticut police union management relations. The companion volume published with this Manual and other Chapters of this Guide will be useful to interpretation and understanding of the collective bargaining setting from which these contracts grew and in which they are continually changing.

The Sample of Contracts Studied

The study included an analysis of all available police union contracts in the state. Chart A indicates the numbers of agreements that existed in the state in 1975 (by name of union) and the number of contracts we received and examined. The sample of contracts is generally representative of various-sized locals and of the several kinds of organizations.



CHART A

UNIONS REPRESENTED IN CONTRACTS ANALYZED

UNION	NUMBER ANALYZED	NUMBER IN CONNECTICUT
IBPO	25	37
AFSCME	18	34
OTHER		
SEIU	1	12
Glastonbury Police Officer Association	1	1
Silver Shield Association	1	1
New Cannan Police Benevolent Association	1	1
Teamsters	1	1
TOTAL	48	87

Contract Analysis

Comparable contract clauses that bear on the union-management relationship were analyzed. A comparison of wage rates and economic benefits was not done because this is seen from the perspective of our study as a negotiations matter between the union and the town; not a union-management relations matter between the union and the chief. Moreover there is a comprehensive study of comparative police salaries done by the Connecticut Public Expenditure Council every two years. This series of studies is available to the public.

The following section is made up of tables derived from our analysis and discussions of these tables. Reference to these discussions are made in the companion volumes of the study.

In Chart B we have shown the kinds of police personnel who are included in the bargaining unit. The Chart is organized to show the numbers of contracts that include persons up to and including specified ranks, the percent of contracts in each category.

The significant thing to observe here is that virtually all (96%) of the police local union contracts cover supervisory employees (sergeant or sergeants and others). This is, of course, a rarity in American unions but not among police unions. In Connecticut the language of the state Municipal Employees Relations Act contributes to this oddity by describing, in Sec. 7-471(3), the appropriate "unit for each police department consisting of the uniformed and investigatory employees..." This law has been in effect since 1965--the beginning of the decade of police union organization in Connecticut.

The two major unions that have organized police in the state (IBPO and AFSCME) have made it a practice to include supervisory officers in all of their contracts (except one IBPO contract).

There is uniformity about where the line is drawn among the higher ranks, however, as can be seen in Chart B. A substantial number of contracts (23%) exclude only the chief and second in command!

It will be surprising to most students of labor relations to find rank-and-file workers and their supervisors and managers in the same bargaining unit and being defended by the same union representatives. Our data from other parts of the study indicate that confusion and distortion of the union's role result.

CHART B

UNION MEMBERSHIP-RANKS IN UNIT¹

RANK	TOTAL		AFFILIATION OF LOCAL UNION					
	#	% ²	IBPO		AFSCME		OTHER	
Dispatchers, secretaries, clerks	1	2	x	x	x	x	1	(20)
Up to & including patrolmen	1	2	1	(4)	x	x	x	x
Up to & including sergeants	15	31	10	(40)	4	(22)	1	(20)
Up to & including lieutenants	14	29	8	(32)	5	(28)	1	(20)
Up to & including captains	4	8	2	(8)	2	(11)	x	x
Excludes Chief & second in command	11	23	3	(12)	7	(39)	1	(20)
Not stated	2	4	1	(4)	x	x	1	(20)
	48	(100)	25	(100)	18	(100)	5	(100)

¹ Highest ranking officer included in the bargaining unit

² Column percent is the ration of a given response to all responses in that column (i.e., within IBPO, AFSCME or within OTHER)

Chart C exhibits the variety of contract durations. It shows that the pattern is to sign two-year agreements. Other information collected during the study indicates that both management and labor regard the two-year contract as appropriate and neither plans to press for a change.

CHART C
CONTRACT DURATION

	IBPO		AFSCME		OTHER		TOTAL	
	#	%	#	%	#	%	#	%
1 year or less ¹	4	16	3	17	1	20	8	17
1-1/2 years or less	1	4	1	6	x	x	2	4
2 years or less	14	56	11	60	4	80	29	60
2-1/2 years or less	1	4	x	x	x	x	1	2
3 years or less	5	20	3	17	x	x	8	17
	25	100	18	100	4	100	48	100

¹ Those not of a whole number of year(s) duration were generally the result of contracts negotiated beyond the prior contract deadline and without a retroactive clause.

Probation periods are usually twelve months during which time the new policeman's protections under the contract are incomplete. We could discern no trend toward shortening or lengthening the probationary period.

CHART D
PROBATION PERIOD*

	IBPO		AFSCME		OTHER		TOTAL	
	#	%	#	%	#	%	#	%
3 months	x	x	x	x	1	(20)	1	2
6 months	3	(12)	3	(17)	x	x	6	(12)
9 months	2	(8)	x	x	x	x	2	(4)
12 months	14	(56)	12	(67)	1	(20)	27	(56)
Not stated	6	(24)	3	(17)	3	(60)	12	(25)
TOTALS	25	(100)	18	(101)	5	(100)	48	(99)

*Trial period for new employees

The union security clauses found in our sample (N=48) varied from simple recognition without dues check off (N=6, 12% of total contracts) to union shop or modified union shop with check off (N=20, 41% of all security clauses were in these categories).

CHART E
UNION SECURITY¹

SECURITY	IBPO			AFSCME			OTHER			TOTAL	
	#	% col	% tot	#	% col	% tot	#	% col	% tot	#	%
Recognition Clause	6	24	12	6	33	12	3	60	6	15	31
Checkoff ²	3	15	6	6	35	12	x	x	x	9	19
Maintenance of Membership	9	36	19	3	17	6	x	x	x	12	25
Checkoff	1	33	15	2	12	4	x	x	x	9	19
Agency Shop	x	x	x	1	6	2	x	x	x	1	2
Checkoff	x	x	x	1	6	2	x	x	x	1	2
Union Shop	1	4	2	3	17	6	2	40	4	6	12
Checkoff	1	5	2	3	18	6	2	100	4	6	12
Modified Union Shop	9	36	19	5	28	10	x	x	x	14	29
Checkoff	9	45	19	5	29	10	x	x	x	14	29
TOTAL	25	100	52	18	101	36	5	100	10	48	99
TOTAL CHECKOFF	20	100	42	17	100	35	2	100	4	39	81

1. For definition of terms and examples, see glossary
2. Checkoff percentage is percent of responses with a checkoff procedure in that column, the second percentage is the ration of that response to the total number of contracts (48)

Management rights clauses show considerable variation¹ as indicated in Chart F. There is evidence in our discussions during the study that there has been considerable pattern following in establishing the management rights clauses in the contracts. Although much discussion is had during negotiations about this clause, settlement is usually patterned after a contract in a comparable town. In recent years the practice has grown of listing specific management rights to clarify the general language and to avoid confusion about contract intent.

In practice, our data show, these rights are not usually understood to be absolute. Where there are conflicts the unions often insist on invasion of management's rights and often management gives a little. This has been particularly true regarding rules and regulations. We discern a trend toward joint determination of some rules and regulations, particularly those that relate to personnel department and conduct.

¹ Management Rights: the most common form of management rights clause was one which stated that it had all the rights inherent in management including, but not limited to, various rights which the contract then itemized. Of the contracts with this type of clause, at least one-half specified the following management prerogatives: the right to determine departmental rules and regulations; the rights of selecting and directing the work force; the rights of hiring and promoting personnel; the rights of demoting, transferring and laying off personnel; the right to relieve employees for lack of work or other causes; and the right to discipline employees. (The right to discipline employees was the most common specified prerogative, occurring in twenty-one of the twenty-two itemized lists.)

One-third of the contracts stated that management retained all rights which it had prior to the contract except those specifically relinquished in it. The remainder of the contracts did not have a management rights clause.



CHART F
MANAGEMENT RIGHTS
(Contracts in effect in 1975)

	IBPO			AFSCME			OTHER			TOTAL	
	#	% of col	% of tot	#	% of col	% of tot	#	% of col	% of tot	#	%
No Management Rights Clause	5	(20)	10	4	(22)	8	1	(20)	2	10	21
Retention of all prior rights	7	(28)	15	6	(33)	12	3	(60)	6	16	33
Management rights itemized	13	(52)	27	8	(44)	17	1	(20)	2	22	46
TOTAL	25	(100)	52	18	(99)	37	5	(100)	10	48	100
ITEMIZED LIST											
Operations:											
Manage	5	(20)	10	3	(17)	6	1	(20)	2	9	19
Additions to	3	(12)	6	1	(6)	2	1	(20)	2	5	10
Replacements of	2	(8)	4	1	(6)	2	1	(20)	2	4	8
Curtailement of	4	(16)	8	4	(22)	8	1	(20)	2	9	19
Transfer of	2	(8)	4	1	(6)	2	1	(20)	2	4	8
Removal of equipment	3	(12)	6	1	(6)	2	1	(20)	2	5	10
Outside purchases of products or services	4	(16)	8	4	(22)	8	1	(20)	2	9	19
Scheduling of	5	(20)	10	3	(17)	6	1	(20)	2	9	19
Means and processes	6	(24)	12	3	(17)	6	1	(20)	2	10	21
Rules and Regulations	8	(32)	17	7	(39)	15	1	(20)	2	16	33
Materials used	2	(8)	4	1	(6)	2	1	(20)	2	4	8
Introduce new methods and facilities	4	(16)	8	1	(6)	2	1	(20)	2	6	12
Change existing methods and facilities	2	(8)	4	1	(6)	2	1	(20)	2	4	8
Content of job classification	4	(16)	8	2	(11)	4	x	(x)	x	6	12
Type of work performed	x	(x)	x	1	(6)	2	x	(x)	x	1	2
Maintain efficiency of department	6	(24)	12	4	(22)	8	1	(20)	2	11	23
Establish and change production standards and quality standards	3	(12)	6	2	(11)	4	1	(20)	2	6	12
Determine quality and quantity of production	1	(4)	2	1	(6)	2	1	(20)	2	3	6
Methods of operations	4	(16)	8	3	(17)	6	x	(x)	x	7	15
Procedures and means of conducting the work	2	(8)	4	1	(6)	2	x	(x)	x	3	6
Care, maintenance and operation of equipment	2	(8)	4	3	(17)	6	x	(x)	x	5	10



CHART F
MANAGEMENT RIGHTS
(Continued)

Personnel:

Direct the workforce	8	(32)	17	3	(17)	6	1	(20)	2	12	25
Select	8	(32)	17	7	(39)	15	1	(20)	2	16	33
Decrease	3	(12)	6	1	(6)	2	1	(20)	2	5	10
Increase	3	(12)	6	1	(6)	2	1	(20)	2	5	10
Hiring	7	(28)	15	6	(33)	12	1	(20)	2	14	29
Promotions	7	(28)	15	7	(39)	15	1	(20)	2	15	31
Demotions	5	(20)	10	6	(33)	12	1	(20)	2	12	25
Transfers	5	(20)	10	5	(28)	10	1	(20)	2	11	23
Discipline	12	(48)	25	8	(44)	17	1	(20)	2	21	44
Efficiency	3	(12)	6	1	(6)	2	1	(20)	2	5	10
Suspension	4	(16)	8	2	(11)	4	1	(20)	2	7	15
Layoff	7	(28)	15	6	(33)	12	1	(20)	2	14	29
Terminate	2	(8)	4	5	(28)	10	x	(x)	x	7	15
Discharge	6	(24)	12	2	(11)	4	1	(20)	2	9	19
Type of work performed	3	(12)	6	2	(11)	4	x	(x)	x	9	19
Qualifications of employee	7	(28)	15	2	(11)	4	1	(20)	2	10	20
Determine number of employees	2	(8)	4	4	(22)	8	x	(x)	x	6	12
Determine type of employees	2	(8)	4	4	(22)	8	x	(x)	x	6	12
Relieve employees for lack of work or other cause	9	(36)	19	6	(33)	12	x	(x)	x	15	31
	# CONTRACTS			25	18	5	48				

Grievance procedure in these police contracts is simple and straightforward and for the most part consists of only two or three steps (dependent almost wholly on the size of the unit) prior to arbitration.

All of the contracts we examined were written early in 1975 or before 1975 and therefore pre-date October 1, 1975, the day on which the state's new "binding arbitration" law became effective. It is significant that although 65 percent of the contracts had no provision for mediation (a process not much used in the state) all of them had provisions for arbitration. This, of course, is a reflection of the state law prohibition of police strikes; arbitration has been the agreed way



to resolve impasses. Actually 79 percent of the contracts had "final and binding" arbitration clauses. Some 85 percent specified the State Board of Mediation and Arbitration as the arbiter. Under the new law all towns will be legally bound to use the state's services and be bound by the state's decisions.

Charts under the headings Charts G and H organize the details of the grievance sections of the contracts. They show great variety in unimportant details but consistency in the major aspects described in the paragraph above.

CHARTS G
GRIEVANCE PROCEDURE

G-1
(Steps Prior to Arbitration)

STEPS PRIOR TO ARBITRATION	IBPO			AFSCME			OTHER			TOTAL	
	#	%	%	#	%	%	#	%	%	#	%
		of	of		of	of		of	of		
		col	tot		col	tot		col	tot		
No grievance procedure stated	2	(8)	4	x	(x)	x	1	(20)	2	3	6
Two steps	9	(36)	19	8	(44)	17	1	(20)	2	18	37
Three steps	10	(40)	21	9	(50)	19	3	(60)	6	22	46
Four steps	4	(16)	8	1	(6)	2	x	(x)	x	5	10
TOTAL	25	(100)	52	18	(100)	38	5	(100)	10	48	100

CHARTS G
GRIEVANCE PROCEDURE

G-2
(Provisions for Mediation)

PROVISIONS	IBPO			AFSCME			OTHER			TOTAL	
	#	%	%	#	%	%	#	%	%	#	%
		of	of		of	of		of	of		
		col	tot		col	tot		col	tot		
No provision	18	(72)	37	9	(50)	19	4	(80)	8	31	65
If mutually agreed to	4	(16)	8	7	(39)	15	x	(x)	x	11	23
Mandatory part of grievance procedure	3	(12)	6	2	(11)	4	1	(20)	2	6	12
TOTAL	25	(100)	51	18	(100)	38	5	(100)	10	48	100



CHARTS G
GRIEVANCE PROCEDURE

G-3
(Parties in Procedure)

PARTIES IN GRIEVANCE PROCEDURE	IBPO			AFSCME			OTHER			TOTAL	
	#	%	%	#	%	%	#	%	%	#	%
		of	of		of	of		of	of		
		col	tot		col	tot		col	tot		
No procedure	2	(8)	4	x	(x)	x	1	(20)	2	3	6
Supervisor	6	(24)	12	2	(11)	4	1	(20)	2	9	19
Command officer/Division Commander	3	(12)	6	1	(6)	2	x	(x)	x	4	8
Officer in Charge	1	(4)	2	1	(6)	2	x	(x)	x	2	4
Assistant Chief/Second in Command	3	(12)	6	2	(11)	4	1	(20)	2	6	12
Chief	23	(92)	48	18	(100)	37	4	(80)	8	45	94
Board of Police Commissioners	10	(40)	21	8	(44)	17	1	(20)	2	19	40
Police Committee of the Common Council	x	(x)	x	x	(x)	x	1	(20)	2	1	2
Civil Service Commission	x	(x)	x	1	(6)	2	x	(x)	x	1	2
Mayor	2	(8)	4	1	(6)	2	x	(x)	x	3	6
Town Manager	9	(36)	19	6	(33)	12	x	(x)	x	15	31
Board of Selectmen	1	(4)	2	2	(11)	4	1	(20)	2	4	8
Director of Labor Relations/Personnel Director	1	(4)	2	2	(11)	4	x	(x)	x	3	6
Personnel Appeals Board	2	(8)	4	1	(6)	2	x	(x)	x	3	6
Chief Administrative Officer	x	(x)	x	x	(x)	x	1	(20)	2	1	2
Mediation Board (Mandatory)	3	(12)	6	2	(11)	4	1	(20)	2	6	12
Arbitration Board	23	(92)	48	18	(100)	37	4	(80)	8	45	94
# CONTRACTS	25			18			5			48	

CHARTS H
ARBITRATION

H-1

IMPACT	IBPO			AFSCME			OTHER			TOTAL	
	#	%	%	#	%	%	#	%	%	#	%
		of	of		of	of		of	of		
		col	tot		col	tot		col	tot		
Advisory ¹	1	(4)	2	x	(x)	x	x	(x)	x	1	2
Final and Binding	17	(68)	35	17	(94)	35	4	(80)	8	38	79
Not Stated	7	(28)	15	1	(6)	2	1	(20)	2	9	19
TOTAL	25	(100)	52	18	(100)	37	5	(100)	10	48	100

¹ Arbitrators decisions are only recommendations and can be rejected by the parties.



CHARTS H
ARBITRATION

H-2

AGENCY	IBPO	AFSCME	OTHER	TOTAL
American Arbitration Assoc.	2 (8) 4	2 (11) 4	x (x) x	4 8
State Board of Mediation and Arbitration	21 (84) 44	16 (89) 33	4 (80) 8	41 85
Not Stated	2 (8) 4	x (x) x	1 (20) 2	3 6
TOTAL	25(100) 52	18(100) 37	5(100)10	48 99

¹ Arbitrators decisions are only recommendations and can be rejected by the parties.

CHARTS H
ARBITRATION

H-3

WHO CAN INITIATE ARBITRATION?	IBPO	AFSCME	OTHER	TOTAL
	# % % of of col tot	# % % of of col tot	# % % of of col tot	# %
No procedure	2 (8) 4	x (x) x	1 (20) 2	3 6
Not specified	1 (4) 2	x (x) x	x (x) x	1 2
Specified	22 (88) 46	18(100) 37	4 (80) 8	44 92
Employee*	21 (84) 44	18(100) 37	4 (80) 8	43
Union	16 (56) 33	12 (67) 25	1 (20) 2	29
Department Management	1 (4) 2	1 (6) 2	x (x) x	2
TOTAL	25(100) 52	18(100) 37	5(100) 10	48 100

* Employee, Union and Department Management figures in number (#) column represent those specified by either the Employee, Union or Department Management as appropriate, figures do not total 22 as some contracts specify more than one (i.e., Union or Employee may initiate arbitration). Figures listed under percent column represent percentages of all IBPO or all AFSCME etc., as opposed to the percent of specified IBPO contracts or specified AFSCME contracts etc.
Figures under percent of total represent percentages of the 48 contracts analyzed.



Seniority clauses in the contracts are almost identical in language and impact regarding loss of seniority but vary somewhat in language and intent regarding the benefits that derive from seniority. These differences reflect local practices that required explicit coverage in the contracts. Our interviews indicate that disputes under seniority clauses are not frequent and it is not an area of active agitation for change.

CHART I
SENIORITY

CAUSES FOR LOSS OF SENIORITY	IBPO	AFSCME	OTHER	TOTAL
	# % % of of col tot	# % % of of col tot	# % % of of col tot	# %
Voluntary termination	11 (44) 23	13 (72) 27	1 (20) 2	25 52
Discharge for just cause	12 (48) 25	13 (72) 27	1 (20) 2	26 54
Failure to return after leave of absence	2 (8) 4	3 (17) 6	x (x) x	5 10
Layoff more than two years	1 (4) 2	1 (6) 2	x (x) x	2 4
Layoff more than one year	1 (4) 2	x (x) x	x (x) x	1 2
Failure to return to work upon recall from layoff	1 (4) 2	x (x) x	x (x) x	3 6
Leave of absence for second job	1 (4) 2	2 (11) 4	x (x) x	1 2
Leave of absence for over one year	x (x) x	1 (6) 2	x (x) x	1 2
Leave of absence for over 90 days	1 (4) 2	x (x) x	x (x) x	1 2
Arrest	x (x) x	1 (6) 2	x (x) x	1 2
Absent three days without notifying department	1 (4) 2	x (x) x	x (x) x	1 2
Unauthorized absence without valid reason	x (x) x	x (x) x	1 (20) 2	1 2
# CONTRACTS	25	18	5	48



Chart I
SENIORITY
(Continued)

SENIORITY BENEFITS	IBPO			AFSCME			OTHER			TOTAL	
	#	% of col	% of tot	#	% of col	% of tot	#	% of col	% of tot	#	%
Layoff by reverse order of seniority	12	(48)	25	10	(56)	27	2	(40)	4	24	50
Recall by seniority	9	(36)	19	7	(39)	15	2	(40)	4	18	38
Choice of vacation time	18	(72)	38	16	(89)	33	2	(40)	4	36	75
Promotions (factor in)	5	(20)	10	4	(22)	8	x	(x)	x	9	19
Shift assignment (factor in)	2	(8)	4	3	(17)	6	x	(x)	x	5	10
Extra police work	4	(16)	8	3	(17)	6	x	(x)	x	7	17
Overtime	2	(8)	4	3	(17)	6	x	(x)	x	5	15
Acting superior	3	(12)	6	x	(x)	x	x	(x)	x	3	6
Work assignments	x	(x)	x	3	(17)	6	x	(x)	x	3	6
# CONTRACTS	25			18			5			48	

Education incentives¹ in some form are found in half of the contracts in our sample and nearly all of these provide actual higher rates of pay based solely on higher educational attainment. In a fourth of the contracts provision is made to reimburse police officers for certain expenses related to education for training in skills related to police work and while on the force. About half of the contracts have some such provision. These are typically straight time pay for on-duty time spent in training or compensatory time off. Others grant three-fourths time or lesser compensation down to out-of-pocket expenses. Our interviews exposed an almost universal interest by union

¹ The most common form of education incentive was an annual pay increment, the size of which was dependent on the number of college credits obtained. Acceptable subjects varied immensely with some police departments paying for courses in business, law, economics and political science, while other departments only granted credit for police-related courses.

Typical language regarding education incentives is as follows: "Employees with college credits related to police work, as approved by the Chief of Police, shall be compensated annually according to the following schedule: 30 credits--\$100; 60 credits (or Associate degree)--\$200; 90 credits--\$300; 120 credits (or Bachelor degree)--\$400."



presidents in increasing the training provided to police officers at all ranks and we expect to see pressure for contractual back-up for both the recognition of police professional training in relation to pay and promotion and for increased training budgets. It appears from what we learned that such pressures are likely to be successful because police chiefs are almost unanimously in favor of greatly increased training.

Actually many improvements in police training both at entry level and at higher levels including police executives are being stimulated by other pressures and much may be done without the benefit of contract language. Such clauses may in the next ten years often be improved as a kind of ratification of new training practices introduced through demonstrations funded by LEAA, the Police Foundation and other sources.

CHART J
TRAINING AND EDUCATION INCENTIVES

EDUCATION INCENTIVE	IBPO			AFSCME			OTHER			TOTAL	
	#	% of col	% of tot	#	% of col	% of tot	#	% of col	% of tot	#	%
Annual Pay Incentive	11	(44)	23	8	(44)	17	2	(40)	4	21	44
Related Expenses Paid	8	(32)	17	4	(22)	8	x	(x)	x	12	25
No Clause	12	(48)	25	9	(50)	19	3	(60)	6	24	50
# CONTRACTS	25			18			5			48	

TRAINING REIMBURSEMENT	IBPO			AFSCME			OTHER			TOTAL	
	#	% of col	% of tot	#	% of col	% of tot	#	% of col	% of tot	#	%
No cost to town	1	(4)	2	x	(x)	x	x	(x)	x	1	2
Out of pocket costs (e.g., transportation)	3	(12)	6	x	(x)	x	x	(x)	x	3	
Compensatory time off	x	(x)	x	3	(17)	6	x	(x)	x	3	
3/4 time pay if on duty	1	(4)	2	x	(x)	x	x	(x)	x	1	2
Straight time pay if off duty	3	(12)	6	x	(x)	x	1	(20)	2	4	
Straight time pay if on duty	7	(28)	15	2	(11)	4	1	(20)	2	10	
Time and 1/2 if off duty	1	(4)	2	1	(6)	2	1	(20)	2	3	
No clause	13	(52)	27	13	(72)	27	2	(40)	4	28	
# CONTRACTS	25			18			5			48	

We grouped clauses under a Union Management Cooperation heading although this was not the common name of all of them. They are clauses that seek to set the limits of jurisdiction for the parties; to describe what each party can or cannot do; to say how they will work together. Chart K assembles the analysis of these clauses but requires a bit of study before it reveals much. Although there seems to be great variety in the matters included in the forty-eight contracts' clauses on this subject, our interviews indicate that what is left out of a given contract is often "accepted practice" so that a chart that showed actual operational functions in each department would make departments appear to be much more alike in operational fact than in contract language. For example, there are departments that do pay for time of on-duty police officers while they are in negotiations or in grievance meetings whose contracts do not so specify. And such matters as furnishing a seniority list or having regular meetings is done in more departments than those in which the contract requires it.

Perhaps the most interesting information in this Chart is that union leave with pay for meetings with management is agreed to in two out of three departments and leave with pay for strictly union meetings is allowed in more than half. When one reflects that most of these locals have been organized in the past ten years, this contractual recognition of the importance of the unions' role is significant. Our questionnaire and interview data indicate that the legitimate status of the unions and of the unions' communication channels increasingly will be accepted by management and the rank and file. Predictably the trend will be toward more department paid union negotiation, grievance and union meeting time.

Similarly the data suggest that more rather than fewer union-management meetings, more regularization of meeting schedules will prevail. And it is likely that these trends will outpace actual contract language.

CHART K
UNION - MANAGEMENT COOPERATION

CONTRACT CLAUSE	IBPO			AFSCME			OTHER			TOTAL	
	#	%	%	#	%	%	#	%	%	#	%
	of	of	of	of	of	of	of	of	of		
	col	col	col	col	col	col	col	col	col		
	tot	tot	tot	tot	tot	tot	tot	tot	tot		
No strike	9	(36)	19	11	(61)	23	1	(20)	2	21	44
No lockout	3	(12)	6	6	(33)	12	1	(20)	2	10	21
Union leave with pay											
Contract negotiations	18	(72)	38	13	(72)	27	1	(20)	2	32	67
Grievance meetings	19	(76)	40	10	(56)	21	1	(20)	2	30	63
Union meetings/conferences	13	(52)	27	13	(72)	27	1	(20)	2	27	56
Union use of bulletin boards	18	(72)	38	8	(44)	17	1	(20)	2	27	56
Employees given copies of contract/rules and regulations	16	(64)	33	14	(78)	29	3	(60)	6	33	69
Agree to meet and negotiate unsettled clauses	4	(16)	8	9	(50)	19	1	(20)	2	14	29
Management furnish seniority list with classification and rate of pay	7	(28)	15	4	(22)	8	2	(40)	4	13	27
Joint Safety Committee	1	(4)	2	1	(6)	2	1	(20)	2	3	6
Joint monthly meetings	2	(8)	4	1	(6)	2	x	(x)	x	3	6
No discrimination	11	(44)	23	4	(22)	8	x	(x)	x	15	3
Cooperation in enforcement of safety rules	11	(44)	23	1	(6)	2	x	(x)	x	12	25
# CONTRACTS	25			18			5			48	

CHART K

UNION - MANAGEMENT COOPERATION
(Continued)

CONTRACT CLAUSE	IBPO			AFSCME			OTHER			TOTAL	
	#	% of col	% of tot	#	% of col	% of tot	#	% of col	% of tot	#	%
Meet to negotiate new contract											
2 months prior to expiration	2	(8)	4	2	(11)	4	1	(20)	2	5	10
3 months prior to expiration	4	(16)	8	1	(6)	2	1	(20)	2	6	12
4 months prior to expiration	6	(24)	12	2	(11)	4	x	(x)	x	8	17
5 months prior to expiration	1	(4)	2	1	(6)	2	x	(x)	x	2	4
6 months prior to expiration	6	(24)	12	6	(33)	12	x	(x)	x	12	25
7 months prior to expiration	1	(4)	2	2	(11)	4	x	(x)	x	3	6
8 months prior to expiration	x	(x)	x	x	(x)	x	x	(x)	x	x	x
9 months prior to expiration	x	(x)	x	1	(6)	2	x	(x)	x	1	2
Time period not specified	1	(4)	2	1	(6)	2	x	(x)	x	2	4
No clause	4	(16)	8	2	(11)	4	3	(60)	6	9	19
TOTAL	25	(100)	50	18	(101)	36	5	(100)	10	48	99

Glossary of Contract Terms and Examples of Clauses (from contracts in effect in 1975)

PROBATION PERIOD

This is a trial employment period during which the new employee can be discharged without recourse to the grievance procedure. The probationary employee usually does not receive credit for his accumulated seniority until the completion of his probationary period. At that time, his seniority is retroactive to his initial date of hire.

Example: All new employees shall work under the provisions of this Agreement but shall be employed only on a 180-day trial basis, during which time he may be discharged without recourse; provided, however, that the employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After 180 days, the employee shall be placed on a regular seniority list with seniority as of the date of hire.

UNION SECURITY

These clauses state the rights of the union or association, the duties of the employee with respect to membership and dues, and the responsibility of the employer to the union or association regarding exclusiveness of representation and (if applicable) the deduction of dues (check off).

A. Recognition Clause: This clause acknowledges the union or association as the exclusive bargaining agent for the employees covered by the agreement. It sometimes includes a statement that the employer and the union will not discriminate against an employee because of his or her union membership or lack of it.

Example: The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and other conditions of employment of all employees in the unit. The Town and the Union agree not to discriminate against employees covered by this agreement on account of membership or nonmembership in the Union.

B. Check-Off: This is a commitment by the employer to deduct from members' wages, dues and other assessments by the union. This usually requires that each employee authorize the employer to make these deductions. This clause frequently contains a "save harmless" statement (see example).



Example: Effective September 1, 1975 the Town agrees to deduct from the wages of all employees covered herein, who authorize such deductions from their wages, such dues and initiation fees as may be fixed by the Union and allowed by Statutes. The Town will remit to the Union amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. Such dues deductions shall continue for the duration of this agreement. The Union agrees that it will save the town harmless from any claim for damages by reason of carrying out the provisions of this agreement concerning the assignment of wages for such dues and fees, as herein before provided.

- C. Maintenance of Membership: This clause requires that present union or association members maintain their membership for the duration of the agreement. New employees and employees who are not members need not join. However, if they so choose to join, they must maintain their membership from that time until the expiration of the contract. Frequently, there is an "escape period" during which time membership may be withdrawn.

Example: As a condition of employment, all present full-time employees who are members of the Union upon effective date of this agreement shall remain members in good standing for the duration of this agreement.

- D. Agency Shop: This form of security requires that nonunion or nonassociation employees remit to the union an amount of money equivalent to the monthly union dues. This payment may or may not be subject to a check-off provision. This clause also may be modified so that just new employees are subject to the remittance provision.

Example: Any employee covered by this Agreement who was employed before September 1, 1975, and was not a member of the Union, shall be free to join the Union at any time.

All employees covered herein who are hired after the effective date of the Agreement, who do not voluntarily join the Union shall as a condition of continued employment, pay to the Union each month during the life of this Agreement, or any extension thereof, a service charge in an amount equal to the regular monthly Union dues, and/or other applicable fees, as provided in Article XXI.



- E. Union Shop: This form of security requires that present members maintain their membership in good standing and that present nonmembers and future employees must become members in good standing within a specified time period.

Example: As a condition of employment, all present employees who are members of the Union upon effective date of this contract shall remain members of the Union in good standing. All employees who are not members shall within thirty-one days become members and remain members for the duration of this Agreement. All employees who are hired hereafter shall as a condition of employment become members and remain members in good standing of the Union after the thirty-first day of their employment.

- F. Modified Union Shop: This is the same as a union shop with regard to present union or association members and new employees. However, under a modified union shop agreement, present employees who do not belong to the union or association need not join.

Example: As a condition of employment, all present employees who are members of the IBPO upon the effective date of this Agreement shall remain members of the IBPO in good standing.

All employees who are hired after the effective date of this Agreement, as a condition of their employment, shall become members and remain members in good standing of the IBPO after the 31st day of their employment.

MANAGEMENT RIGHTS

This clause states the rights of management. These may be specifically spelled out, assumed or stated as rights not waived in the contract.

- A. Retention of Previous Rights: This states that prior rights and rights not relinquished under the contract remain management rights.

Example: The Town retains all rights it had prior to the signing of this Agreement except as such rights have been specifically relinquished or abridged in the Agreement.

- B. Rights Spelled Out: In this type of clause, in addition to stating that previous rights are retained, the contract itemizes various rights which are exclusively management's.

Example: The Town has and shall continue to retain, whether exercised or not, all of the rights, powers and authority



heretofore had by it, and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b. To establish or continue policies, practices and procedures for the conduct of Town business and its relationship with its employees, including its personnel rules, and, from time to time, to change or repeal such policies, practices, procedures or rules.
- c. To discontinue processes or operations or to discontinue their performance by employees.
- d. To select and to determine the number and types of employees required to perform the Town's operations.
- e. To employ, transfer, promote or demote employees, or lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons, when it shall be in the best interest of the Town or the Department.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish contracts or subcontracts for municipal operations provided that this right shall not be used for the purposes or intention of undermining the Association or of discriminating against its members. All work customarily performed by employees of the



bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

GRIEVANCE PROCEDURE

A system for settling disputes regarding some aspect of the employer-employee relationship. A grievance may be presented by the employer, union or association, or by the individual employee. Almost always the grievance is presented by the union. This formal system usually provides a hierarchy of steps through which the grievance can be processed. Most procedures culminate their hierarchy with final and binding arbitration. (The number of steps prior to arbitration, in the Connecticut contracts, is from two to four.)

Examples of Two Steps (prior to arbitration):

Step I: Within three days (exclusive of Saturdays, Sundays and holidays), after receipt of a written grievance, the Chief of Police shall submit his answer to the grievant. Said grievance shall specify the alleged violation.

Step II: In the event that a satisfactory adjustment of the grievance is not accomplished at Step I within three calendar days (not including Saturdays, Sundays and holidays) of the receipt of the written answer of the Chief of Police, the grievant may appeal the grievance to the Board of Police Commissioners. The decision of the Board of Police Commissioners shall be given to the grievant within fourteen working days (not including Saturdays, Sundays and holidays) of the receipt by the Board.

Example of Three Steps (prior to arbitration):

Step I: The aggrieved employee, who may be represented by an individual delegated by the Union Executive Board, if said employee desires, shall take up the grievance or dispute with the Captain in charge or, in the absence of the Captain, with the next subordinate officer in charge within three working days of the date of the grievance or his knowledge of its occurrence. The Captain (or next subordinate officer in charge) shall render his decision within three working days. Such officers shall exercise whatever authority may be delegated to them to resolve grievances, and in the event that no such authority is delegated, such officers shall have no jurisdiction in the grievance procedure.

Step II: If the grievance has not been settled, it shall be presented in writing to the Chief of Police by the employee and/or the individual delegated by the Union Executive Board within three working days after the supervisor's response is received. The written grievance shall include:



- a. A statement of the grievance and facts involved.
- b. The alleged violation of the specific provision of this Agreement.
- c. The remedy requested.

The Chief of Police or his designated representative shall render his decision in writing within seven working days of the date the grievance was submitted to him.

Step III: If the grievance has not been settled, it shall be presented in writing to the City Director of Personnel within five working days after the decision of the Chief of Police is received. If he so determines, the Director of Personnel, or his designated representative, shall meet with the interested parties no later than ten working days after the receipt of the grievance and in any case shall render his decision in writing within fifteen working days of the receipt of the grievance.

Example of Four Steps (prior to arbitration):

Step I: A member having a grievance shall first discuss it with his commanding officer within five working days of the occurrence giving rise to the grievance. The commanding officer shall give his answer within three working days of such discussion. If the grievance is not satisfactorily resolved, it shall be forthwith reduced to writing by the aggrieved and/or his representative, presented to the commanding officer, and forthwith answered by him in writing. If not resolved, the grievance may then be processed to Step II.

Step II: The written grievance shall be submitted to the Chief of Police within five working days of receipt of the written Step I answer. The Chief of Police shall hold whatever meetings and whatever investigations he feels necessary to give a written answer within ten working days of his receipt of the grievance. If this answer does not resolve the problem, it may be processed to Step III.

Step III: All written complaints and answers received through Step I and Step II shall be submitted to the Police Commissioners within five working days of receipt of the written answer in Step II. The Police Commissioners shall schedule whatever investigations necessary to determine the basis on which a written decision shall be given within thirty days of receipt of the grievance. If this decision does not resolve the problem, then the question may be processed to Step IV.

Step IV: Either party may petition the State Board of Mediation and Arbitration to appoint a mediator. This request must be made within ten working days of the transmittal of the written decision in Step III. Should the mediation fail to resolve the question within sixty days, then it may be processed to Step V.



MEDIATION

This is a procedure by which third party neutrals attempt to resolve differences by making proposals to the deadlocked, conflicting parties. Mediation may be mandatory or optional.

- A. If Mutually Agreed To: This clause does not make mediation a specific step in the grievance procedure but leaves this option available if both parties consent to it.

Example: The mediation services of the State Board of Mediation and Arbitration may be used in second or third step negotiations provided that both parties mutually agree on the desirability of this service.

- B. Mandatory: A mandatory mediation clause is one in which mediation is a specified step in the grievance procedure.

Example: See the example of a Four Step grievance procedure, Step IV.

EDUCATION INCENTIVE

An education incentive is a cash payment (usually monthly or quarterly in addition to base salary) to police officers for the completion of a given number of credits in college or for having completed a specific training program.

Example: Each employee shall be paid the following annual educational incentive compensation based on his basic salary excluding overtime compensation. Incentive compensation will be paid in quarterly installments in July, October, January and April.

<u>College Credits</u>	<u>% of Annual Salary</u>
15	1-1/2
30	3
45	4-1/2
60	6
75	6-1/2
90	7
105	7-1/2
120	8

TRAINING REIMBURSEMENT

A training reimbursement is an allotment of money in repayment of costs incurred by the police officer or in payment for time in attendance at training meetings, conventions, etc.



Example: Specifically excluded from any considerations of time and one-half rates of pay are court attendance, training sessions, both in-service and outside school, private road jobs, and any special jobs where special rates of pay are established in this agreement. These exclusions will be compensated for on a straight time basis or that special rate established in this agreement.

NO STRIKE--NO LOCKOUT--NO PICKETING

These are pledges of cooperation between the union and the management. The employees agree not to strike or take some other action during the term of the agreement. This pledge is often in return for a management pledge not to lockout any employees, however often a no strike pledge is found without a no lockout clause.

Example: The Association agrees that during the term of this agreement it will neither call nor support any work stoppage, strike, slowdown, interference with the operation of the Department, nor will either the Association or any employee participate in any picketing against the Town over any dispute arising out of or concerning the Police Department.

The Town agrees that it will not lockout the employees during the term of this Agreement.

(Current state law outlaws police strikes and obviates no-strike clauses.)

UNION BUSINESS LEAVE

This is an agreement between the management and the union that allows union officials, grievance committee members and negotiating committee members time off, with or without pay, for the purpose of performing union functions. Often this clause specifies how many people are allowed leave and that the leave is subject to departmental personnel needs.

Example: The three members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and Union for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty; this will be with the exception that when in the judgment of the Chief of Police or the Division Commander such leave from duty will create a shortage of officers on duty required to perform essential services, in which case such leave shall not be granted, and other mutually agreeable arrangements will be made.



Sec. 2: The three members of the Union grievance committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty; with the exception that when in the judgment of the Chief of Police or the Division Commander such leave from duty will create a shorage of officers on duty required to perform essential services, in which case such leave shall not be granted, and other mutually agreeable arrangements shall be made.

Sec. 3: The three members of the Union grievance committee described above in Sec. 2 that will be granted leave to process grievances will be limited to situations that have progressed to Sec. 3. of Article XXII of this Agreement. Any grievance that falls within the realm of either Sec. 1 or Sec. 2 of Article XXII will allow only one member of the Union grievance committee be granted leave.

Sec. 4: Such officers and members of the Union as may be designated by the Union shall be granted leave from duty with full pay for Union business such as attending Union meetings, conventions and educational conferences. No more than two officers shall be granted such leave at the same time and the maximum leave shall be no more than two days per person per time. During any fiscal year no more than a total of nine days for all members shall be granted for such purposes. Such leave shall be contingent upon a written request by the member and approval by the Chief of Police no less than two weeks in advance of the requested leave dates.

ENFORCEMENT OF SAFETY RULES

This clause is a pledge of cooperation for the enforcement of safety rules and regulations. This clause may take the form of a single statement of cooperation or may be much lengthier and specify the areas and the means of cooperation.

Example: 16.1: The Town will continue to make reasonable regulations for the safety, education and health of its employees during their hours of employment, and the Union agrees that it will direct its members to comply with such regulations as are provided.

16.2: The parties to this agreement shall cooperate in the enforcement of safety rules and regulations.



16.3: The Union will encourage its members to report, promptly, in writing, to the Chief of Police or his Deputy, conditions in the Town, which might be dangerous to the employees or the public. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the Chief of Police or his Deputy.

CONTRACT NEGOTIATION--EXPIRATION OF CONTRACT

This clause specifies a time period prior to the expiration of the present agreement, when the management and the union can submit modifications to the present contract. Usually if no alterations are requested, the present agreement is extended for another year.

Example: This agreement shall be effective as of the first day of September, 1973, shall remain in full force and effect until the 30th day of June, 1975. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 120 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

NO DISCRIMINATION

This clause is an affirmative pledge by management not to discriminate against employees because of age, sex, race, etc.

Example: The provisions of this agreement shall be applied to all employees, probationary employees and supernumeraries in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation, or union membership.



BIBLIOGRAPHY POLICE UNION MANAGEMENT RELATIONS

About this Bibliography

Lists of things to read are not very instructive and they get out of date rapidly. Very often new things come out that digest, comprehend, interpret and go beyond whole groups of earlier books. It may be far more profitable to spend an hour reading the latest analysis than six hours reading earlier less relevant studies. Attention to journal articles, reports of research and carefully selected books will profit the professional more than rows of older books.

Especially in the police field in the 1970s is this true. Because of the great national interest in crime control and the huge amounts of money for research available from the Federal government, foundations and other sources, the volume of material on police matters is enormous. Much of it is quickly out of date and much of it is not worth reading. There are, however, good ways to keep up to date and to winnow out the materials in which you have no great interest and to screen out the items in your areas of special interest that have relatively low utility. The following paragraphs about sources of police union-management information are written to suggest ways to keep up on the literature. A list of current and recent past references follows these paragraphs.

Sources of Information

Sources are everywhere. Good lists and good up-to-date advice on the flow of new volumes and monographs are easy to come by.

Probably the best source is the National Criminal Justice Reference Service of the U.S. Department of Justice. To receive its lists of materials on police union-management relations or any one or more of a number of areas of interest to police, fill out the form that is included in this Guide and mail it in. Their well-written brochure (enclosed) describes the National Criminal Justice Reference Service services.

The IACP Library, libraries of many university Labor-Management Relations centers and departments of police science provide bibliographic services that can keep you up to date on the materials that are missed by NCJRS. Several of these services, including NCJRS, include in their mailings information about upcoming conferences, seminars, conventions and so on, that will be helpful in planning professional training programs.

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* Priority numbers indicate the probable usefulness of the item to Connecticut police chiefs and police union leaders. The number 1 signifies a relatively high value.

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APPENDIX A

CONNECTICUT POLICE UNION MANAGEMENT STUDY

POLICE CHIEF QUESTION BOOK I

Note: Feel free to leave out answers you do not know immediately. We are not asking you to take time to do "research." Please answer the questions you know and send in this form. We will pick up other information later.

I. Background Information

- A. Chief's Name _____
- B. Town Name _____
- C. Total Population _____
- D. Total Employees (in P.D.) _____
- E. Total Sworn _____
- F. Total non-sworn _____
- G. Total maintenance, janitorial _____
- H. Do you have a collective bargaining agreement between police personnel and the town? Yes _____ No _____

II. Union Contract

If the space below is stamped "CONTRACT ON FILE" we have a copy of your current agreement and do not request another.

If the space is not stamped, please send us a copy of your contract. If for some reason you cannot provide us with a contract, we will send a set of questions about the contract and ask for your cooperation in answering them.

III. Employee Organizations

- A. Name of Police Union or Association _____
- B. Do you have an organization for Superior Officers (sergeants and above) in your department? Yes _____ No _____
- C. Facts about the Police Union or Association. (Fill in only to the extent applicable to your town.)
 - _____ Local is affiliated with AFL-CIO, AFSCME
 - _____ Local is affiliated with National Association of Government Employees (NAGE), IBPO
 - _____ Local is affiliated with a state-wide union organization
 - _____ Other (specify) _____



IV. Union or Association Agreements

A. Exclusive Representation

1. Is the primary police officer organization listed in III above recognized by the town or department as the exclusive bargaining agent for the class of persons it represents?
Yes _____ No _____
2. How was this exclusive representation certified?
Representative election _____
Other (specify) _____
3. How are current bargaining units defined?
_____ Patrol officers only; superior officers not recognized for bargaining
_____ Patrol and superior officers same unit
_____ Patrol officers in one unit, superior officers (sergeants and above) in a separate unit
_____ Patrol and sergeants in one unit, other officers in another unit
_____ Other (please specify) _____
4. Are there any racial minority, fraternal, ethnic, religious, professional or other groups who take an active role in representing police interests in your department?
Yes _____ No _____

If "yes," please list them and indicate the kind of group, the issues in which they are interested and where they exert pressure for action or change.

<u>GROUP NAMES</u> (Minority, fraternal, professional, other)	<u>ISSUES</u> (Such as work conditions, employment practices, training)	<u>POINTS OF PRESSURE</u> (Chief, council, gut publicity, other)
_____	_____	_____
_____	_____	_____

B. Contract Negotiations

1. Following are several specific arrangements for police contract negotiations. Please check the space near the one that most closely describes the practice in your case. (Town Representative, as used here, means Mayor, Attorney, City Council, Personnel Director, or other official.)
(Check one)
 a. _____ A representative(s) of the town negotiate(s) the agreement with the union or association without the Chief of Police.
 b. _____ Negotiations are shared equally by Chief and someone representing the town.
 c. _____ Chief negotiates the agreement with some assistance from Town Representative.
 d. _____ A representative(s) of the town negotiate(s) the agreement with the union or association with some assistance by the Chief of Police and his staff.



If this choice is checked, please specify the topics each (Town representative and Chief) handle (e.g. wage rates, hours, operations, etc.)

<u>Chief</u>	<u>Town Representative</u>
_____	_____
_____	_____

2. Regarding your answer to #1 just above, please indicate your opinion in response to the following questions:

The ideal arrangement (from your point of view) among the above would be: (check one): a. _____ b. _____ c. _____ d. _____

3. Do you believe that the Chief in your town should have more to say about the content of the collective bargaining agreement? Yes _____ No _____

If "yes," please list the topics the Chief should have more to say about and, briefly the reason for your opinion.

<u>Topic</u>	<u>Reason</u>
_____	_____
_____	_____
_____	_____

4. Are you aware of any State Supreme Court rulings that restrict your bargaining scope in any way? Yes _____ No _____

If "Yes," please describe briefly. _____

5. Following is a list of matters that are "bargainable" in some locations and not in others. Please check "yes" for each item on the list that is a matter in which the union or association in your department has a voice, that is, does bargain about it. In the column under "No" make a check if the union does not bargain about it. (Notice here that we are not asking whether or not bargaining about the item is prohibited. We want to know whether the union is actually involved in bargaining about these things.)

Yes _____	No _____	Disciplinary action
Yes _____	No _____	Pension matters
Yes _____	No _____	Departmental rules and regulations
Yes _____	No _____	Assignment of all manpower
Yes _____	No _____	Control of property
Yes _____	No _____	Maintenance of efficiency
Yes _____	No _____	Political activity
Yes _____	No _____	Promotion of personnel
Yes _____	No _____	Right to strike
Yes _____	No _____	Employee discipline
Yes _____	No _____	Assignment of men to shifts

(continued)



- Yes _____ No _____ Management of department
- Yes _____ No _____ Make rules
- Yes _____ No _____ Appointments to detectives, special assignments
- Yes _____ No _____ Hiring of personnel

C. The Effects of Police Unions

Without careful analysis it is impossible to answer the following questions and back up the answers with facts. What we are asking for, therefore, are not factual answers but your opinions in each case.

From your total experience in the police field please check the answer that most closely fits your opinion. (Check only one for each question.)

1. In your department the organization of the union or association resulted primarily from:
 - _____ Agitation by people outside the town.
 - _____ A general movement for town employees to organize.
 - _____ Interest of police officers to improve their incomes or working conditions.
 - _____ Interest of police officers to provide better police services in the town.
 - _____ Reaction of police officers to unfair treatment by supervisors.
 - _____ Other (Please specify) _____
2. In your opinion police officers, as a result of the union or association,
 - _____ have substantially better incomes.
 - _____ have improved their incomes somewhat.
 - _____ have not done any better financially than they would have done without the union or association.
 - _____ have probably less income than if no union or association had been formed.
3. Were you the Chief when the union or association was first organized?
Yes _____ No _____
4. Do you believe that grievances are handled in a fairer and better way now than before there was a collective bargaining agreement? Yes _____ No _____
5. If you had one choice among the following, which would you choose?
 - _____ I would like to see the union or association grow stronger.
 - _____ I would like to see the union or association power or jurisdiction or "bargaining areas" reduced.
 - _____ I would like to see the union or association eliminated.
 - _____ I would be satisfied to see the union organization continue about like it is.
6. Now that nearly all Connecticut Police Departments are organized, many people believe police unions are "here to stay." If you can assume (for the purpose of this question) that this is true, which one of each of the following sets of statements most closely fits what you would like to see in your department?
 - _____ a. More concern by my work force with in-service police training.
 - _____ b. Less concern by my work force with in-service police training.
 - _____ c. I am indifferent to this question.

(continued)



- _____ a. More police emphasis in professionalizing the force.
 - _____ b. Less police emphasis in professionalizing the force.
 - _____ c. I am indifferent to this question.
- _____ a. More concern by my work force to improve their fringe benefits (pensions, health insurance, etc.)
 - _____ b. Less concern by my work force to improve their fringe benefits.
 - _____ c. I am indifferent to this question
- _____ a. More involvement of police in community affairs (civic associations, charitable groups, social clubs, churches, boys and girls clubs, athletic leagues, etc.)
 - _____ b. Less involvement of police in these community affairs.
 - _____ c. Indifferent.
- _____ a. More attention to crime prevention activity by my force.
 - _____ b. Less attention to crime prevention activity by my force.
 - _____ c. Indifferent.
- _____ a. More work force participating in long-range planning with my command force.
 - _____ b. Less work force participating in long-range planning with my command force.
 - _____ c. Indifferent.
7. Do you have regular meetings with representatives (president or others) of the union? Yes _____ No _____
 8. Which ones of the following statements are true about the meetings that you do have with union people?
(Check all that are true in your case.)
 - _____ Meetings only concern grievances
 - _____ Meetings are too infrequent
 - _____ Meetings may include bargaining for new contract changes
 - _____ Meetings are well planned and follow planned agendas
 - _____ More would be accomplished if meetings were planned better and followed planned agendas
 - _____ I could operate the department more effectively with fewer meetings
 - _____ I could operate the department more effectively with no meetings at all.
 9. Are there any matters that are excluded from collective bargaining with your police union or association? Yes _____ No _____

If so, please indicate the prohibited subjects and how they are prohibited by checking in the table below:

Subjects Excluded (not bargainable)	Prohibited by				
	Union Agreement	State Law	Chief's Order	City Ordinance	Other (specify)



10. Please check the sentence that expresses your view:

- a. I would welcome suggestions from the work force about possible changes in scheduling and deployment of our police officers.
- b. I regard scheduling and manpower allocation as strictly management responsibility and do not want work force participation in these matters.
- c. I would welcome an opportunity, if there were no legal or contracted restrictions, to be able to hire trained police officers at various rank levels from other police departments.
- d. I do not believe in lateral transfers. I would rather, in every case, promote from within the ranks of my own department.

D. Regarding Actual Practice of Grievance Handling in your department

- 1. Does your town have a personnel director or other person outside the police department who handles grievances in your department? Yes No
- 2. Does your police department have a personnel director or other non-sworn person who handles grievances with the union or association? Yes No
- 3. Are grievances handled entirely by sworn personnel in your department? Yes No

Please add any comment that will clarify the actual grievance handling process in your department. _____

E. Parity Between Police and Firemen's Salaries

- 1. Has a practice of parity ever existed in your town? Yes No
- 2. Is this practice now in effect? Yes No
- 3. If parity was or is practiced, how was it established?
(Check one): a. required by city charter
 b. required by ordinance
 c. required by state law
 d. established by custom
 e. other (specify) _____

4. If the practice has been abandoned, please explain reason for the change.

5. Do you believe parity is a reasonable basis for setting police salaries? Yes No



V. Police Training

Please check the statements that are true about a typical police officer who has been in your department for two years or more (after all initial training).

- 1. The officer receives no training beyond regular roll calls and supervision.
- 2. Officer receives regular training. (Please write a paragraph to describe this training.) _____

- 3. Officer attends short courses at MPTA or elsewhere at least once a year.
- 4. Officer attends such courses less than once a year.
- 5. Officer receives additional formal training when he or she moves into higher ranks.
 sergeant inspector
 lieutenant chief
 captain
- 6. Officer receives additional training if he or she moves into special departments or assignments.
 detective narcotics juvenile
 lab vice traffic
 other
- 7. Recognizing that training is costly, do you believe more training for your personnel (than they now receive) would be worth the cost? Yes No

Below are some refinements to this answer. Please check all statements that are true from your point of view:

- A police officer learns on the job by doing his job and being properly supervised. No additional training is needed after the first year or two.
- Formal training should be planned to prepare personnel to take on increasing responsibilities.
- Training plans should be developed with police union participation.
- Training plans should be developed by command staff without participation of the union.
- Training in management practices should be available to personnel moving up into command staff functions.
- 8. If more training were available in your department (for example, a career plan for training in all police functions at all levels), what effect would this have?
 Effect would be negligible.
 Effect might be good, but would not be worth the cost.
 The better officers would be more likely to stay for a long career in the department.
 The department would recruit better qualified persons for police work than it does now.
 The effect would no doubt be worth the cost if the training program was well planned.



9. From your experience with the police union in your department, please check the statements that you believe to be accurate.

- The union has become increasingly helpful to department operation since its inception.
- The union has become less and less helpful (to department operation).
- The union is not encouraged to be helpful (to department operation).
- The union has become neither more nor less helpful to operation.
- The union plays an essentially responsible role.
- The union plays an essentially irresponsible role.
- There have been one or more outstanding situations in which police union action has hampered the operation of the department.

If the last one was checked, please list briefly those events. _____

There have been one or more outstanding situations in which police union cooperation has been helpful to departmental operations.

If checked, please list briefly those events. _____

10. The Connecticut Planning Committee for Criminal Administration funds projects in police departments in towns throughout the state. Please check the following applicable statements:

a. Your department has received one or more grants from CPCCA. Yes ___ No ___
List name(s) of projects: _____

If "Yes" is checked, please check the following:

- The project(s) was helpful in improving the department.
- It is too early to tell whether or not the project(s) was helpful.
- The project(s) was not helpful to the department.
- The union cooperated with the project(s).
- The union resisted the project(s).
- The union was not involved with the project.

12. Have any of the grants pertained to department reorganization or use of personnel (compared to communications, equipment, records systems improvements, etc.)? Yes ___ No ___

13. Do you have a system for rating personnel of your department as a basis for promotions? Yes ___ No ___

If yes, please list the items in the rating or evaluation which are used for that purpose. _____



14. Is your system one that can be called "Performance Evaluation"? (For example, are various elements of the officer's performance on the job such as report-writing, operation at crime scene, etc., specifically judged?) Yes ___ No ___

15. Do you have a formal system in which officers can challenge their ratings? Yes ___ No ___

16. Is there an agreement with the union on the rating system? Yes ___ No ___

17. Do you have a formal grievance procedure in the department? Yes ___ No ___

18. How many grievances (approximately) were filed in 1974? _____

19. Do you believe it is helpful to have the formal grievance procedure available? Yes ___ No ___

20. The grievance procedure "produces" grievances that could be handled better without a formal procedure. Yes ___ No ___

21. The procedure is not worth the time it takes. Yes ___ No ___

22. Has the union in your department any time in the past three years resorted to any of the following "job actions"?

Action	Year	Reason
<input type="checkbox"/> "Blue Flu"	_____	_____
<input type="checkbox"/> Strike	_____	_____
<input type="checkbox"/> Mass Picketing	_____	_____
<input type="checkbox"/> Other	_____	_____

23. If you were asked to choose one of the following situations as "most nearly true" about motivation of police personnel in your department, which one would you choose?

- a. Police, as other people, dislike work and must be coerced, controlled and directed toward organizational goals. Most police prefer to be directed so they can avoid responsibility.
- b. The average police officer, as the average person, has an intrinsic interest in his work and a desire to be self-directing. He seeks responsibility and wants to use his creative ability to help solve department problems.
- c. Neither choice is very close to the truth in my opinion.



APPENDIX B

POLICE UNION MANAGEMENT STUDY

POLICE UNION OR ASSOCIATION PRESIDENTS' QUESTION BOOK

- 1. Union or Association President's name _____
- 2. Union address _____
- 3. Name of Police Department _____

I. Union Contract

If the space below is stamped "CONTRACT ON FILE" we have a copy of your current agreement and do not request another.

If the space is not stamped, please send us a copy of your contract. If for some reason you cannot provide us with a contract, we will send a set of questions about the contract and ask for your cooperation in answering them.

II. Contract Negotiations

A. Please check the following correct statements as they apply to your situation.

- 1. The collective bargaining team for the union includes:
 - ___ a. The local union or association president
 - ___ b. A representative of a national union or association
 - ___ c. Other (specify) _____
- 2. The team for management includes:
 - ___ a. Chief of Police
 - ___ b. Mayor
 - ___ c. Town Personnel Director
 - ___ d. Town Manager
 - ___ e. Town Attorney
 - ___ f. Attorney or consultant hired for this purpose
 - ___ g. Other person of the Police Department (specify) _____
 - ___ h. Other town personnel (specify) _____
- 3. From your point of view, negotiations would proceed better if:
 - ___ a. Chief had less to say on the management side about the contract
 - ___ b. Chief had more to say on the management side about the contract

If you checked that the Chief should have less to say, please write a brief statement that explains why you chose this. _____



If you checked that the Chief should have more to say, please write a brief statement that explains why you chose that. _____

B. Following are several specific arrangements for police contract negotiations. Please check the space near the one that most closely describes the practice in your case. (Town Representative; as used here, means Mayor, Attorney, City Council, Personnel Director or other official.)

Check one:

- 1. ___ a. A representative(s) of the town negotiate(s) the agreement with the union or association without the Chief of Police.
- ___ b. Negotiations are shared equally by Chief and someone representing the town.
- ___ c. Chief negotiates the agreement with some assistance from Town Representative.
- ___ d. A representative(s) of the town negotiates(s) the agreement with the union or association with some assistance of the Chief of Police and his staff. If this choice is checked, please specify the topics each (Town Representative and Chief) handles (e.g. wage rates, hours, operations, etc.).

Chief

Town Representative

2. Do you believe that the Chief of your town should have more to say about the content of the collective bargaining agreement? Yes ___ No ___

If yes, please list the topics the Chief should have more to say about and, briefly, the reason for your opinion.

Topic

Reason

III. Union or Association Agreements

A. Exclusive Representation

- 1. Is your police officer organization recognized by the town or department as the exclusive bargaining agent for the class of persons it represents? Yes ___ No ___
- 2. How was this exclusive representation certified?
 - ___ a. Representative election
 - ___ b. Other (specify) _____



3. How are current bargaining units defined? (check one)

- a. Patrol officers only; superior officers not recognized for bargaining.
- b. Patrol and superior officers same unit.
- c. Patrol officers in one unit, superior officers (sergeants and above) in a separate unit.
- d. Patrol and sergeants in one unit, other officers in another unit.
- e. Other (specify) _____

4. Are there any racial minority, fraternal, ethnic, religious, professional or other groups who take an active role in representing police interests in your department? Yes _____ No _____

If "Yes," please list them and indicate the kind of group, the issues in which they are interested and where they exert pressure for action or change.

<u>Group Names</u> (Minority, fraternal, professional, other)	<u>Issues</u> (Such as work conditions, employment practices, training, other)	<u>Points of Pressure</u> (Chief, Council, publicity, other)
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Following is a list of matters that are "bargainable" in some locations and not in others. Please check "yes" for each item on the list that is a matter in which your union or association has a voice, that is, does bargain about it. (Notice here that we are not asking whether or not bargaining about the item is prohibited. We want to know whether the union is actually involved in bargaining about these things.)

- Yes _____ No _____ Disciplinary action
- Yes _____ No _____ Pension Matters
- Yes _____ No _____ Department rules and regulations
- Yes _____ No _____ Assignment of all manpower
- Yes _____ No _____ Control of property
- Yes _____ No _____ Maintenance of efficiency
- Yes _____ No _____ Political activities
- Yes _____ No _____ Promotion of personnel
- Yes _____ No _____ Right to strike
- Yes _____ No _____ Employee discipline
- Yes _____ No _____ Assignment of men to shifts
- Yes _____ No _____ Management of department
- Yes _____ No _____ Making rules
- Yes _____ No _____ Appointments to detectives, special assignments
- Yes _____ No _____ Hiring of personnel
- Yes _____ No _____ Demotion of personnel



B. The Effects of Police Unions

Without careful analysis it is impossible to answer the following questions and back up the answers with facts. What we are asking for, therefore, are not factual answers but your opinion in each case.

From your total experience in the police field please check the answer that most closely fits your opinion. (Check one only.)

1. In your department the organization of your union or association resulted primarily from:
 - a. Agitation by people outside the town.
 - b. A general movement for town employees to organize.
 - c. Interest of police officers to improve their incomes or working conditions.
 - d. Interest of police officers to provide better police services in the town.
 - e. Reaction of police officers to unfair treatment by supervisors.
 - f. Other (specify) _____
2. In your opinion police officers, as a result of the union or association,
 - a. Have substantially better incomes.
 - b. Have improved their incomes somewhat.
 - c. Have not done any better financially than they would have done without the union or association.
 - d. Have probably less income than if no union or association had been formed.
3. Was the current chief in office when the union or association was first organized? Yes _____ No _____
4. Do you believe that grievances are handled in a fairer and better way now than before there was a collective bargaining agreement? Yes _____ No _____
5. If you had one choice among the following, which would you choose?
 - a. I would like to see the union or association grow stronger.
 - b. I would like to see the union or association power or jurisdiction or "bargaining areas" reduced.
 - c. I would like to see the union or association eliminated.
 - d. I would be satisfied to see the union organization continue about like it is.
 - e. I would like to see the union or association become more involved in the operations of the Department.
6. Now that nearly all Connecticut Police Departments are organized, many people believe police unions are "here to stay." If you can assume (for the purpose of this question) that this is true, which one of each of the following sets of statements most closely fits what you would like to see in your Department?
 - a. More concern by the union with in-service police training.
 - b. Less concern by the union with in-service police training.
 - c. I am indifferent to this question.



- a. More police emphasis on professionalizing the force
- b. Less police emphasis on professionalizing the force
- c. I am indifferent to this question

- a. More concern by the union to improve their fringe benefits (pensions, health insurance, etc.)
- b. Less concern by the union to improve their fringe benefits
- c. I am indifferent to this question

- a. More involvement of police in community affairs (civic associations, charitable groups, social clubs, shurches, boys and girls clubs, athletic leagues, etc.)
- b. Less involvement of police in these community affairs
- c. I am indifferent to this question

- a. More attention to crime prevention activity by union
- b. Less attention to crime prevention by the union
- c. I am indifferent to this question

- a. More union participation in long-range planning with the command staff
- b. Less union participation in long-range planning with the command staff
- c. I am indifferent to this question

7. Do you have regular meetings with the Chief or other Command Staff?
 Yes No

- a. If you have meetings with the Chief or other Command Staff, which of the following best describes your opinion of them?
- Meetings are well planned and follow planned agendas
 - More would be accomplished if meetings were planned better and followed planned agendas
 - The Chief could operate the Department more effectively with fewer meetings
 - The Chief could operate the Department more effectively with no meetings at all
- b. Are there any matters that are excluded from collective bargaining with your police union or association? If so, please indicate the prohibited subjects and how they are prohibited by checking in the table below:

Subjects Excluded	Prohibited by				
	Union Agreement	State Law	Chief's Order	City Ordinance	Other (specify)



8. Please check the sentence that expresses your view.

- The Chief should welcome suggestions from the work force about possible changes in scheduling and deployment of our police officers.
- The Chief regards scheduling and manpower allocation as strictly management responsibility and does not want work force participation in these matters.
- The Chief would welcome an opportunity, if there were no legal or contracted restrictions, to be able to hire police officers at various rank levels from other police departments
- The Chief does not believe in lateral transfers. He would rather, in every case, promote from within the ranks of his own department.

C. Regarding actual practice of Grievance Handling in your department, check "yes" or "no" in response to the following questions:

1. Do you believe that grievances are handled in a fairer and better way now than before there was a collective bargaining agreement? Yes No
2. Do you have a formal grievance procedure in the department? Yes No
3. How many grievances (approximately) were filed in 1974? _____
4. Do you believe it is helpful to have the formal grievance procedure available? Yes No
5. The grievance procedure "produces" grievances that could be handled better without a formal procedure. Yes No
6. The procedure is not worth the time it takes. Yes No
7. Does your town have a personnel director or other person outside the police department who handles grievances for management in your department? Yes No
8. Does your police department have a personnel director or other non-sworn person who handles grievances with the union or association? Yes No
9. Are grievances handled entirely by sworn personnel in your department? Yes No

Please add any comment that will clarify the actual grievance handling process in your department. _____

10. Has your union at any time in the past three years resorted to any of the following "job actions"?

Action	Year
<input type="checkbox"/> "Blue Flu"	_____
<input type="checkbox"/> Strike	_____
<input type="checkbox"/> Mass Picketing	_____
<input type="checkbox"/> Other	_____

CONTINUED

1 OF 2



11. If you were asked to choose one of the following situations as "most true" about motivation of police personnel in your union, which one would you choose?

- a. Police, as other people, dislike work and must be coerced, controlled and directed toward organizational goals. Most police prefer to be directed so they can avoid responsibility.
- b. The average police officer, as the average person, has an intrinsic interest in his work and a desire to be self directing. He seeks responsibility and wants to use his creative ability to help solve department problems.
- c. Neither choice is very close to the truth, in my opinion.

12. If more training were available in your department (for example, a career plan for training in all police functions at all levels), what effect would this have?

- a. Effect would be negligible.
- b. Effect might be good, but would not be worth the cost.
- c. The better officers would be more likely to stay for a long career in the department.
- d. The department would recruit people better qualified for police work than it does now.
- e. The effect would no doubt be worth the cost if the training programs were well planned.

13. From your experience with the police union in your department please check the statements that you believe to be accurate.

- a. The union has become increasingly helpful to department operation since its inception.
- b. The union has become less and less helpful to department operation.
- c. The union has become neither more nor less helpful to operations.
- d. The union plays an essentially responsible role.
- e. The union plays an essentially irresponsible role.
- f. There have been one or more outstanding situations in which police union action has hampered the operation of the department.

If f is checked, please list briefly these events. _____

- g. There have been one or more outstanding situations in which police union cooperation with the department has been helpful.

If g is checked, please list briefly these events. _____

14. The Connecticut Planning Committee for Criminal Administration funds projects in police departments in towns throughout the state. Please check the following applicable statements:

- a. Your department has received one or more grants from CPCCA. Yes ___ No ___

List name(s) of projects: _____



b. If "yes" is checked above, please check the following:

- The project(s) was helpful in improving the department.
- It's too early to tell whether or not the project(s) was helpful.
- The project(s) was not helpful to the department.
- The union cooperated with the project(s).
- The union resisted the project(s).
- The union was not involved in the project.

Have any of the grants pertained to department reorganization or use of personnel as far as you know (compared to communications, equipment, records systems improvements, etc.)? Yes ___ No ___

15. Is there a system for rating personnel of your department as a basis for promotions? Yes ___ No ___

If "yes," please list the items in the rating or evaluation which are used for that purpose. _____

16. Is your system one that can be called "Performance Evaluation"? (For example, are various elements of the officer's performance on the job, such as report writing, operation at crime scene, etc., specifically judged?) Yes ___ No ___

17. Do you have a formal system in which officers can challenge their ratings? Yes ___ No ___

18. Is there an agreement in the union on the rating system? Yes ___ No ___

D. Parity Between Police and Firemen's Salaries

1. Has a practice of parity ever existed in your town? Yes ___ No ___

2. Is this practice now in effect? Yes ___ No ___

3. If parity has been or is practiced, how was it established? (Check one.)

- a. required by city charter
- b. required by ordinance
- c. required by state law
- d. established by custom
- e. other (specify) _____

4. If the practice has been abandoned, please explain the reason for the change. _____

5. Do you believe parity is a reasonable basis for setting police salaries? Yes ___ No ___



IV. Police Training

A. Please check the statements that are true about a typical police officer who has been in your department for two years or more (after all initial training).

- 1. The officer received no training beyond regular roll calls and supervision.
- 2. The officer receives regular training. (Please write a paragraph to describe this training.) _____

- 3. Officer attends short courses at MPTC or elsewhere at least once a year.
- 4. Officer attends such courses less than once a year.
- 5. Officer receives additional formal training when he or she moves into higher ranks.

sergeant inspector
 lieutenant chief
 captain

- 6. Officer receives additional training if he or she moves into special departments or assignments.

detective narcotics juvenile
 lab vice traffic
 other

- 7. Recognizing that training is costly, do you believe more training for police in the department (than they now receive) would be worth the cost? Yes _____ No _____

Below are some refinements to this answer. Please check all statements that are true from your point of view.

- A police officer learns on the job by doing his job and being properly supervised. No additional training is needed after the first year or two.
- Formal training should be planned to prepare personnel to take on increasing responsibilities.
- Training plans should be developed with police union participation.
- Training plans should be developed by command staff without participation of the union.
- Training in management practices should be available to personnel moving up into command staff functions.



APPENDIX C

POLICE STANDARDS AND GOALS

Reactions to NACCJSG Standards on Police Union Management Relations

1. Do you generally agree with:

Standard 18.1 Yes ___ No ___ Standard 18.3 Yes ___ No ___
 Standard 18.1 Yes ___ No ___ Standard 18.4 Yes ___ No ___

2. Please check below the one or more paragraphs in each standard that you strongly agree with or strongly disagree with.

	18.1		18.2		18.3		18.4	
	Agree	Disagree	Agree	Disagree	Agree	Disagree	Agree	Disagree
1			1		1		1	
2			2		2		2	
3					3		3	
4					4		4	
5					5			
6					6			
7								

3. Probably no department is "up to standard" in all respects. Will you check about where you think the practices in your department stand on the road toward achieving the ideal standard level described by NACCJS.

In this scale, 10 is totally up to standard level, 7 is substantial achievement of the standard level, 3 is some progress toward the standard, and 1 is no activity that fits the standard. Then check where you think you will be in achieving these standards by 1980.

	Now	1	2	3	4	5	6	7	8	9	10
18.1—The Police Executive & Employee Relations	1980	1	2	3	4	5	6	7	8	9	10
18.2—Police Employee Organizations	1980	1	2	3	4	5	6	7	8	9	10
18.3—Collective Negotiation Process	1980	1	2	3	4	5	6	7	8	9	10
18.4—Work Stoppages & Job Actions	1980	1	2	3	4	5	6	7	8	9	10

Attached to this questionnaire, as sent to the Chiefs, were copies of the four standards that are a part of Chapter 18 which follows in this Appendix.

Following is a reprint of POLICE, Chapter 18. It includes the four standards we sent to the Chiefs in Connecticut and to which they reacted on the questionnaire above.

Police

National Advisory Commission on Criminal Justice Standards and Goals

Chapter 18	
Employee Relations	442
Standard 18.1 The Police Executive and Employee Relations	447
Standard 18.2 Police Employee Organizations	454
Standard 18.3 Collective Negotiation Process	457
Standard 18.4 Work Stoppages and Job Actions	465

Chapter 18

Employee Relations

The police chief executive must be provided with police employees, physical resources, and laws if he is to administer an agency that will reduce crime, maintain public order, respond to the needs of the public, and perform other services determined by local government. A deficiency in any one of these resources can limit his ability to move the agency toward effectively reaching objectives. Employees are by far his most costly resource. The community benefits to the extent the chief executive maximizes the performance of police employees.

This chapter discusses employee-agency relations. The standards contained in this chapter are designed to provide a workable framework for all agencies in their relations with employees.

Standard 18.1 discusses the role of the police chief executive and his responsibility to develop policies and procedures that promote and maintain good employee relations.

Standard 18.2 considers employee organizations. Employee organizations should protect employee rights yet insure that employees remain responsible to their oath of office.

Standard 18.3 discusses the collective negotiation process as it applies to police employees and police agencies.

Standard 18.4 discusses work stoppages and other job actions used for bargaining purposes. The

standard urges such actions to be prohibited by law.

The police chief executive usually is held much more accountable by the public for the activities of his personnel than most other public agency officials. As the "top cop," he is in the constant view of the public. He is expected to recognize and respond to the problems of the community more than any other local department head.

The conduct of police employees, and employee organization formation and activity, depend upon the attitude and programs of the police chief executive. If his reaction toward employee group activity encourages employee cooperation, he can promote an atmosphere of effective employee relations. Employee relations will probably be negative, however, where the police chief executive refuses to recognize employee organizations.

In some cities, strong employee organizations exist where internal tension and conflict prevail within the police agency. On the other hand, the influence of the police chief executive has been a significant factor in maintaining an effective team approach and minimal internal problems. Another important factor is the support provided by the public and government officials. The police chief executive may be able to alleviate potential problems by anticipating those problems and adjusting programs, procedures, or organizational structure.

During the 1971 convention of the International Association of Chiefs of Police, Sylvester Billbrough of the IACP staff reflected:

Although many prerogatives should be reserved for management, I think management must exercise the prerogatives it has. We see indications of policemen invoking pressures of employee groups to get shotguns for patrol cars. We see them exerting pressures to get raincoats; we see them exerting pressure to get more training. I think the patrolmen are speaking because there is a need for someone to do so. They do this because perhaps too often police administrators have not spoken up when they should have. Good management includes a concern for the subordinates' welfare. I think we need to speak out for the department and the employee, or the employee will do so himself.

Status and Requirements

Police employees are speaking up about what they consider the declining status of the police and the changing requirements of the job. In his 1966 survey of police opinion in Chicago, Boston, and Washington, D.C., Albert J. Reiss reported that 59 percent of police employees felt that the prestige of police work had dropped during the last 20 years. Seventy percent of the policemen questioned in a 1966 Oakland, Calif., survey by Jerome Skolnick ranked "lack of respect for the police" as the most serious problem they faced. Reiss reported that 80 percent of his surveyed group stated that police work is more hazardous than 5 years before.

James Sterling of the IACP staff, in his 1968 nationwide survey, found that 82 percent of policemen believed that "many people look upon a policeman as an impersonal cog in the governmental machinery rather than as a fellow human being." Over 72 percent of these men felt the police were not receiving the backing they should from the city political structure.

These are problems the police chief executive must face. In the May 1971 *Police Chief*, Robert M. Igleburger, Director of Dayton, Ohio, police, urged chief executives to maintain their effectiveness by adopting a managerial style and organization more flexible than that of the classic organizational concepts. The traditional military and police autocratic administration is an inadequate approach to new employee requirements and employee organizations.

The police chief executive should create an atmosphere that encourages an employee to do a good job. The employee should feel he is contributing to the agency's success. Consideration should be given to applying the principles of participatory management to police work.

But the management approach of the chief executive must be individual. He must be comfortable

with it. It must also be compatible with his agency, community, and employees.

Responsibilities

Police employees willingly accept certain responsibilities that are part of the police job. Some join the police to serve the public; others seek the security and stability of civil service. Whatever their motivation, police employees are more than ever being faced with the decision to join an employee organization similar to a labor union.

Structures of Employee Organizations

The ideal employee organization from the point of view of many—including police managers, professional employees, and persons unwilling to accept organized labor in law enforcement—has generally been an independent, incorporated, professional association with membership open to all ranks. The organization should be free of outside influence; under State restrictions intended to retain control in the membership; genuinely interested in professional police work; and pledged to a policy of open membership that provides depth and influence to the organization's activities.

But, in the end, it will be the choice of each police employee to decide if his personnel interests will be guided by an independent police organization or an organized labor affiliate. Though the latter has played an increasingly strong, yet still relatively minor, role in police employee organizations during the past several years, indications are that organized labor is not the road police organizations wish to travel.

The police employee's allegiance is multifold. In a great many police agencies the employee not only belongs to the local organization but is also affiliated with the Fraternal Order of Police or the International Conference of Police Associations. In several large police agencies, employees may even be members of two different employee organizations, as in Baltimore, San Jose, Calif., and Cincinnati.

Police employee organizations, particularly during the 1960's, found that aggressive activities produced power to gain increased personnel benefits. However, as projected by John Burpo in *The Police Labor Movement*, "The seventies will require fresh appraisal by police employee organizations as to their role and responsibility in the police labor movement. Increased sophistication in dealing with labor problems by police administrators and public employers during the next decade will cause employee organizations to reevaluate whether militancy is the key to attaining improved benefits."

Police chief executives will be asked to develop effective and productive employee relations, and police employee organizations will be asked to cooperate with this objective. Both share that responsibility.

In *The Future Policeman* (Project STAR, 1972), James Q. Wilson predicted that growing unionism in police agencies will have profound effects on management decisions. He said "such changes as can be made will meet powerful sources of resistance. One is to be found in the growing constraints on the freedom of action of the police administrator arising out of political supervision and police unionism . . ."

He said that within the next 20 years "Large cities that do not have police unions (under whatever name) will get them; those that do have them will probably grant them, sooner or later, quasi-official bargaining status; and the unions themselves will broaden their interests beyond merely wage and benefit matters to include a number of aspects of substantive police policy. In this they will be little different from other organizations of municipal employees, at least in the larger cities. In virtually every large governmental bureaucracy, the employees eventually organize in an effort to control, or at least powerfully influence, the agency's personnel system and thus to reduce administrative discretion over hiring, promoting, and firing."

Organizational Responsiveness

To prevent employee organizations from imposing unrepresented decisions on their members, provisions should be available to insure that employee organizations remain responsive to their members. As M. W. Aussieker, Jr., stated in *Police Collective Bargaining*, "It is unlikely that policemen will tolerate an organization that substitutes its own paternalism for the paternalism of professional public administrators or local legislative bodies."

Collective Negotiation

Prior to 1960, police employees participated in determining their personnel benefits through informal methods. In small cities they would appear with their families at meetings of the local governmental body to influence specific votes. Others, particularly in large cities, would individually, or as an association, lobby legislators or meet with the police chief executive to develop a common proposal for submission to the legislative body. But police agencies and local government have grown rapidly, and these informal methods have, in most

cases, become inadequate. Collective negotiations appear to be an answer to this need.

The process of collective negotiating brings representatives of management and employees together to develop and mutually agree on the terms and conditions of employment for a specified period of time. It involves compromise and balancing the needs of both groups. The objective is to create and maintain productive operations within the police agency and reduce the potential for internal conflict.

Teachers, firemen, and police have been the most organized employees within the public employment sector. Their effectiveness can be measured by the large amount of separate collective negotiation legislation enacted on their behalf and the special acts written for them that mandate specific conditions of employment by the States.

In 1946, Charles Rhyne noted in *Labor Unions and Municipal Employee Law* that there was very little collective negotiation in the large cities. Eleven years later, New York City Mayor Robert Wagner's study commission found that many cities were engaging in collective negotiations, usually in the absence of any law. This was confirmed in the 1958 survey of the International City Manager's Association. In 1959, Wisconsin was the first State to enact legislation providing for some collective negotiations by public employees. In 1962, President Kennedy's Executive Order 10988 opened the door for many of the States by allowing collective negotiations by Federal employees.

A 1971 survey by the International Association of Chiefs of Police disclosed that 26 States had legislation which specifically allowed police to negotiate collectively in some form. John Burpo in *The Police Labor Movement* reported that direct negotiation between police employees and local government is generally used when the State specifically provides for it, while its use is limited in the absence of a State statute. A 1968 survey by Harvey Juris for *The Legal Status of Municipal Police Employee Organizations* found that 45 percent of the surveyed police employee organizations negotiated directly with local government.

Even with this increased collective negotiation activity, many police managers are fearful of, and skeptical about, the process. They fear the undermining of management's power to control employees and the negotiating of management prerogatives and civil service issues. They doubt that the jurisdiction will be able to raise enough revenue to pay for many agreements. Because the process is new, complicated, and virtually unknown in the police sector, police managers are apprehensive about its long and short term effect upon their organization.

Experience has shown, however, that management prerogatives are subjected to the negotiation process only if the police chief executive allows them to be. It is generally felt that management under collective negotiation processes does change, but for the better. It becomes more careful, more responsible, and more responsive.

Civil service systems are affected by collective negotiation. Initially they were created to protect the merit system in government employment and to overcome the problems of political patronage. Through the years, civil service bodies have enlarged their scope of responsibilities and have become, in essence, the personnel department of most government entities. It is this enlarged scope of activities that will probably become subject to collective negotiation, as has been demonstrated in many agreements reached by police agencies.

The National League of Cities has recommended that civil service laws and practices should be revised where they restrict effective employee relations.

Collective negotiation in the police employment field is misunderstood and poorly defined. Political power remains an essential element as well as a block to effectiveness. There is a sufficient degree of confusion and variation in State and local collective negotiation legislation. As a result, a need for standard Federal legislation to overcome the lack of effective State legislation has been expressed. Legislation could be accomplished easily by a minor change in the Taft-Hartley Act, which controls private sector labor relations. The likelihood of this intervention is real if the States do not respond by enacting effective legislation.

Attitudes

The attitude toward collective negotiation in the public employment field is generally favorable. Many feel that most labor tension and conflict will be alleviated by effective collective negotiation legislation and operation. A growing number of study groups, including State commissions in Colorado and Illinois, the National League of Cities, and the Advisory Commission on Intergovernmental Relations, have endorsed the concept.

Collective negotiation and police work have been found to be compatible in the varied experience of many cities, although not without some problems. As of 1971, 26 States had specific legislation enabling police to negotiate: 16 provide for required collective bargaining, six allow collective bargaining, three require "meet and confer," and one allows employees to present proposals.

The National Planning Association, in its 1953 *Fundamentals of Labor Peace*, identified several points on collective negotiation which generally go unheeded in the public sector. The report stated that the process should be centered on the problem rather than focused on rights and principles, should encourage effective employee organization-management consultation and information sharing, and should not employ a legalistic approach.

Each State should provide legislation that balances the rights of the public with the necessity for effective, productive relations between police employees and their employers. The legislation should promote orderly, constructive relationships between police employers and employees by providing a means to resolve disputes over the terms and conditions of employment. Unresolved disputes that result in concerted work stoppages or job actions are injurious to the public, and statutory provisions should be created to minimize these actions and to provide for their speedy resolution.

Concerted Employee Work Stoppages and Job Actions

"There is no right to strike against the public safety by anybody, anywhere, anytime," Calvin Coolidge said during the Boston police strike of 1919 when he was Governor of Massachusetts. Similar condemnation still rings out when a police strike threatens, or measures are suggested to avoid the potential of such a strike. Yet, police strikes have occurred and will probably continue to occur in one form or another.

Strike is not the appropriate term for this form of activity by police. Strike is a labor term associated with employees walking off the job, publicly announcing the reason for this action, picketing, and taking other actions to publicize the issue and restrict the operation of the employer. Police in recent years have rarely engaged in this type of activity. Reasons for this include prohibitive legislation, and police reluctance to use organized labor tactics that might place public safety in jeopardy.

Police employees have engaged in other types of work stoppages. A work stoppage is a complete or partial elimination of police service when police employees willfully fail to report for assigned duties. Primary examples are "sick call" or "blue flu", attendance at professional seminars, and mass resignation.

There are several milder forms of concerted police employee protest in response to employment issues. A protest tool used in San Diego was the refusal to issue traffic citations; violators were warned instead. In Suffolk County, N.Y., a similar method was used, with the addition of citations to

public agency vehicles. Other means of protest have included 100 percent enforcement of every conceivable violation, or a simple slowdown or cessation of citation issuance.

Even though public employee work stoppages are much less frequent than private employment strikes, they involve more critical services and have the potential for much greater public harm.

Police work stoppages are potentially one of the most serious of these. The Boston police strike has often been mentioned as an example of the disastrous consequences of police walking off the job. In 1969, in Montreal, Canada, police employees went on strike: three persons were killed in less than 24 hours; looting and vandalism losses were over \$1 million.

These two incidents are the exception, but there have been numerous other police work stoppages throughout the country. "Blue flu" work stoppages encompassing nearly all first level police employees have occurred in Detroit and Pontiac, Mich., New York, N.Y., New Orleans, La. and Vallejo, Calif. Youngstown, Ohio, and Miami, Fla., have employed the professional seminar as a work stoppage tactic. Mass resignations have been used by some smaller police agencies such as Lockport, Ill., in 1967. *The Government Employees Relations Reports* of the Bureau of National Affairs, and the *Public Safety Labor Reporter* of the International Association of Chiefs of Police, both reflect a continuous incidence of police work stoppages.

M. W. Aussieker, Jr., in *Police Collective Bargaining*, contends that police work stoppages and job actions have had limited impact on municipal government because they usually last no longer than 1 day; do not involve the entire employee force; do not involve total work stoppage; cease when it appears that public opinion is against them; and are not very effective because most cities can secure manpower assistance from adjacent police agencies.

Other sources contend that such employee activities, particularly work stoppage, are a necessary element to any collective negotiation program because they force both sides to contend with reality.

Any alternative to this activity, they argue, simply delays the inevitable and causes the activity to be more intense when it does occur.

It appears that police employees are for the most part reluctant to engage in work stoppages and other labor tactics. Donald B. Straus, president of the American Arbitration Association, found this view to be the one most often expressed by police employee organization leaders during seminars on compulsory arbitration. In a 1972 survey of sworn employees of Suffolk County, N.Y., reported in the *Police Chief*, 193 of them felt that the police should have the right to strike, while 591 were opposed. A Gallup poll in the late 1960's showed that while most of the public favored the right of public employees to belong to unions, nearly two-thirds of those sampled favored retention of public employee antistrike provisions.

But a prognosis for greatly increased strike, work stoppage, and job action activity in public employment was offered in *The Crisis in Public Employee Relations in the Decade of the Seventies*, a report of a seminar conducted by the Public Employee Relations Center of Harbridge House in 1971. Among the reasons given were: inflation and union organizing drives; traditional amnesty for striking employees; wage increases resulting from public employee strikes; inability of public agencies to cope with labor activity; the singular vulnerability of public agencies to this activity, inasmuch as the pressure to resolve the issue becomes imperative; lack of the necessity for a large strike fund; and the general deficiency of public management-employee relations. Faced with this forecast, the police chief executive has a serious responsibility. He must be prepared to act effectively and positively to neutralize concerted work stoppages and other job actions by police employees.

The Commission believes that if the standards set forth in this chapter are adopted by police chief executives—and if the principles they embody are accepted by police employee organizations—harmonious relationships can prevail within police agencies. There should be no necessity for strikes, work stoppages, or job actions.

Standard 18.1

The Police Executive and Employee Relations

Every police chief executive should immediately acknowledge his responsibility to maintain effective employee relations and should develop policies and procedures to fulfill this responsibility.

1. Every police chief executive should actively participate in seeking reasonable personnel benefits for all police employees.

2. Every police chief executive should provide an internal two-way communication network to facilitate the effective exchange of information within the agency and to provide himself with an information feedback device.

3. Every police chief executive should develop methods to obtain advisory information from police employees—who have daily contact with operational problems—to assist him in reaching decisions on personnel and operational matters.

4. Every police chief executive should provide a grievance procedure for all police employees.

5. Every police chief executive should have employee relations specialists available to provide assistance in:

- a. Developing employee relations programs and procedures;
- b. Providing general or specific training in management-employee relations; and
- c. Collective negotiations.

6. Recognizing that police employees have a

right, subject to certain limitations, to engage in political and other activities protected by the first amendment, every police agency should promulgate written policy that acknowledges this right and specifies proper and improper employee conduct in these activities.

7. Every police chief executive should acknowledge the right of police employees to join or not join employee organizations that represent their employment interests, and should give appropriate recognition to these employee organizations.

Commentary

Initiation of Employee Benefits

Police employees, like other workers, want equitable economic benefits and optimum working conditions. They have traditionally sought increased salary, compensation for overtime work, improved pension provisions, quality health insurance, uniform allowances, and guaranteed pay. They are increasingly displaying an interest in their working hours; routine and safety equipment; vacation and holiday provisions; health benefits; deployment policy; promotion procedures; internal discipline; and many other areas not previously cited by police employees.

The police chief executive must always consider his employees' personnel benefits and working conditions in relation to other law enforcement agencies and to other public employees. Some issues may be beyond the chief executive's authority if they are controlled by legislation or civil service regulations; he can, however, initiate the process to make needed changes. If he does not assume this responsibility, some other person or group may.

The success of the management approach of initiating reasonable employee benefits can be best evaluated by examining the internal conditions of agencies where the police chief executive has assumed this role.

Often, reasonable personnel benefits that police chief executives should have secured for their personnel have been gained through organized police employee activities. During the late 1940's, when most of the private and public employees worked a 40-hour week, police employees needed to go to the public to gain the same benefit. Other public employees in most cities were paid time-and-one-half for overtime work long before police employees were. Only within the last 10 years have some police agencies provided safety equipment at no cost to police employees; this and other benefits have been commonplace in most other public employment.

Where personnel benefits cannot be secured because of fiscal or other problems, the police chief executive has the responsibility to inform police employees of those problems. Then employees can address complaints to budget authorities or others. Based on such information, police employees may choose to wait until the situation improves, especially if they have developed a sense of confidence in the police chief executive's ability. With sufficient information, police employees are in a position to make a much more intelligent decision, as in Cleveland when police employees chose between a 10 percent reduction in salary for all or a 10 percent layoff of manpower.

The problem of the small town police agency in the area of employee benefits is perhaps even more complex. The financial base is usually much more restricted. Those involved in the issue are very close to the decision. The police chief executive, in many cases, is an appointee of the lawmakers or jurisdiction administrator and has few, if any, tenure rights. His is a difficult but not an impossible position.

An interim police chief executive of a 60-man California agency, deficient in personal benefits, requested a substantial but reasonable increase and refused to reduce his request when asked by the city manager. The increase was approved without incident. The sheriff of a small northern California

county sided for years with the city lawmakers in refusing reasonable increases in police employee salaries. Through the collective negotiation process, the employees secured the salary increase and in the process the agency gained a union. These are but two examples where the role of the police chief executive, in initiating reasonable personnel benefits, may be the key to employee organization activity.

Internal Communication System

Every police chief executive should provide for the effective exchange of information within the agency. He should know what his employees want, how they feel, and he should act on this information. He also should inform all his employees of his views and the planned activities of the agency. This two-way exchange of information can minimize rumors and smooth the way for implementation of many agency policies and programs.

Police agencies throughout the Nation are using techniques to disseminate information through the agency. For the most part, they are one-way, downward communication systems. Many agencies have internal publications. Smaller agencies often subscribe to the internal publications of a larger, adjacent agency or a statewide publication of a professional association or training commission. Oakland, Calif., issues comprehensive management messages. The Los Angeles County Sheriff and the Dayton, Ohio, police transmit short, prerecorded information during inactive periods on police radio frequencies. The St. Louis police chief broadcasts to the agency through closed-circuit television; other agencies may find this an effective means of communication.

It is essential that the police chief executive obtain agency reaction to his policies, procedures, and programs. It cannot be assumed that employees are knowledgeable on all subjects; the chief executive should ascertain what they do know and what they would like to know.

It is sometimes difficult, however, for the chief executive to gain information from first level employees. The military structure of police organizations, and reliance on the chain of command within most agencies, can hinder the upward flow of information. The requirement that information be in written form, and the knowledge that such reports will be reviewed at numerous levels of command, inhibit candor.

In smaller agencies an open door policy, which provides regularly scheduled periods for the police chief executive to hear employee grievances, may be feasible and effective. Larger agencies may elect representatives from each major subdivision to present their attitudes to the chief executive through

regularly scheduled conferences. The distribution of questionnaires to officers, or using rollcall training time or informal employee gatherings presided over by the divisional supervisors, may provide an expedient means to determine employee attitudes on key issues. Intradepartment mailing systems should provide personnel with direct access to the chief's office. Feedback is the prime component in the guidance system that enables a chief executive to formulate policy that is both rational and realistic.

Police Employees and the Chief Executive's Decisionmaking Process

Some police chief executives resist employee participation in the decisionmaking process. Others encourage it with considerable success. Participation in this context means assistance.

Lawrence Appley, president of the American Management Association, described the employee participation process from the manager's point of view: "Analyzing a problem and arriving at the best solution he could find, (then) calling his subordinates together to discuss the problem, (and) leaving the meeting with a better solution than the one he began with."

The American Bar Association, in its *Standards Relating to the Urban Police Function*, pointed out that "the patrolman, possibly more than anyone, is uniquely aware of operational problems and needs and has unique expertise."

When employees bring a problem to the attention of the chief executive, he should use them as a resource to solve the problem—the solution often may be the employees' suggestion. This method puts some of the responsibility on the employees themselves, lets them feel the difficulties of the development process firsthand, and allows them an opportunity for occupational growth.

Significant managerial activities involve some risk, and encouragement of employee participation is no exception. Once employees experience the opportunity of influencing decisions which affect them, they may attempt to move into areas that are beyond the scope of their role.

Participation or assistance, to be successful, demands a certain degree of compatibility on the part of the involved parties; a recognition by employees that final decisions must rest with the chief executive; and encouragement of both formal and informal involvement of the police employee and the chief executive. That will not occur overnight. Years of noninvolvement and resistance must be overcome. But the problem has been met in many jurisdictions. Some examples readily present themselves.

A former police chief executive of Covina, Calif., held open monthly meetings where employees could participate. The newest man in the organization was encouraged to participate. New ideas and programs were suggested; current programs were evaluated. Employee suggestions were an important element in this chief executive's decisionmaking process.

Kansas City, Mo., may have the most innovative approach to employee participation in the country. Numerous task forces directed by patrolmen and other line personnel have been established to explore and develop new methods for crime reduction. Funds are provided for the work of the task forces, and the officers are encouraged to participate.

The agency also is beginning a project designed to validate various methods of patrol. A number of task forces have been set up for this project and the employees are involved in preliminary planning and designing the evaluation techniques. The department regularly uses questionnaires for suggestions on improving police service. A recent query was issued on the police communications system.

The Michigan State Police for many years have requested employee participation in testing uniforms, vehicles, reports, and other operational changes. For many issues, questionnaires are used.

The police chief executives of Kettering, Ohio, and Jackson, Miss., employ a technique which frightens some chief executives and police employees. They routinely ride with first level field employees selected at random. Both report that this routine has significantly influenced their decisions. A similar approach is used by the chief executive of the Arizona Highway Patrol.

The police chief executive of Des Moines, Iowa, meets monthly with the representatives of the employee organization and a group called the Patrolman's Committee. This group of elected representatives from the field service discusses a wide range of topics involving field issues. Denver, Colo., has found that a similar program successfully dispels unfounded rumors. The method has also resulted in procedural and equipment changes.

Prior to formalizing a process involving the employee organization, the San Mateo, Calif., Sheriff's Department had a similar elected representative meeting with the chief executive. It resulted in such items as a new lighting system for the patrol vehicle, discontinued use of recap tires, adoption of a new uniform hat, and purchase of two-channel radios.

The Province of Ontario, Canada, has a board which reviews issues relevant to police personnel on an areawide basis. Police employee organiza-

tions have been used extensively to provide research for this board.

In Dallas, Tex., first level police employees are being used increasingly in this process. One example is a study by policemen on the increase of assaults on police. The findings were presented to the public without alteration.

In Dade County, Fla., the police have included a provision in their collective negotiation agreement for a management-labor monthly meeting to discuss issues other than those involved in the negotiation process and grievance procedure. Many other employee organizations are also becoming involved in the formulation of personnel issues.

European police systems also have provided for employee involvement in making decisions. In Great Britain, first level employees participate in national and regional boards; many were involved for several years in a study by the Royal Commission on the Police. It is estimated that in Sweden nearly one out of 10 police employees regularly sits on a joint employee-management body of some kind.

Police chief executives who successfully use this technique readily acknowledge that it does not solve all problems. But they firmly believe that the technique of involving employees in the information gathering portion of the decisionmaking process has helped them to reach more effective decisions on issues that affect employee performance. This, consequently, has resulted in better police service.

The Internal Grievance System

An employee grievance is an employee's complaint that he has been treated unjustly by the police agency or one of its members. A system that allows police employees to resolve their grievances fairly and expeditiously can function within current police organizational structures without the need for an employee organization. The lack of a grievance system will be one of the first issues raised by any employee organization.

A grievance system may be viewed as a tool for maintaining or increasing employee morale and as another channel of internal communication. Through an effective grievance system, the chief executive may receive valuable feedback which can be used to pinpoint organizational problems.

Most police grievance systems are patterned after those of private industry. They require that an initial attempt be made to resolve informally the issue between the aggrieved employee and his immediate supervisor. Subsequent steps may require the submission of the grievance in writing, progressing upward through several levels of the organization. Some agencies use detailed forms for this purpose.

Each step may have rigid time limits to speed the process, or may require a response to the aggrieved employee at each level. The eventual termination of the grievance varies from final decision by the chief executive, to recourse to another agency within the local government (such as the civil service commission) or another external arbitrator.

Often a grievance system exists but is not used, sometimes because it is too complicated, sometimes because employees who have tried it have been frustrated. Sometimes a grievance report goes in the complainant's personnel file where it is susceptible to misinterpretation when the employee is considered for reassignment or promotion.

Research indicates that a major problem with the grievance system lies in the lower and middle management level of police agencies. In many cases these managers fail to make a decision on the issue in question and, instead, simply refer it to the next higher level. Police chief executives should establish firmly the amount of responsibility that lower level managers should assume on grievances.

The systems which appear to be successful are those which are bilateral and allow the employee to use either the formal chain of command or to submit the grievance to an internal board (usually comprised of a cross section of the police agency). Baltimore, Dayton, Ohio, and Seattle, Wash., are using the latter technique.

Internal grievance boards can screen complaints objectively to determine if they are reasonable; of course, this places a great deal of responsibility on them. Such procedures have been successful in limiting the number of grievances submitted to the police chief executive, but he must have faith in the board and its recommendations if the system is to be effective.

External grievance arbiters may be more objective, but many agencies feel outside boards have insufficient knowledge of police problems and their solutions to judge cases satisfactorily.

Recourse to external resources also leads to binding arbitration that costs time and money. Binding arbitration also obligates both the agency and the employee to the decision of an outsider who often does not realize the future implications of the decision. One agency's experience with unresolved grievances has been that its decisions generally were overturned in binding arbitration because of the arbitrator's labor union background and his inexperience in police and public employment.

The grievance system is frequently used in the private employment sector to resolve disciplinary appeals. Few police agencies have allowed disciplinary issues to be reviewed through both the formal internal discipline system and the grievance process.

Police agencies should restrict the use of the grievance system to specific issues and exclude issues subject to collective negotiation or disciplinary appeal.

Use of Specialists for Employee Relations

Few police chief executives have the specialized experience in employee relations, employee organization activities, and collective negotiations, that is necessary to increase employee effectiveness. Many are turning to management-employee specialists for counsel in the field of employee relations.

Specialists are available in the private employment field and more are becoming available to public agencies. Academic institutions can provide expertise in this area; among them are the industrial relations centers of the University of Wisconsin and the University of California. Police employee organizations have realized the value of management-employee specialists and have retained the services of these experts; the police chief executive would be well advised to do likewise.

Most police agencies and local governments cannot afford, nor do they need, a full-time specialist in this area. However, the services of such a person should be available if the need for assistance arises. In addition, the police chief executive should increase his knowledge about employee relations. Other members of the police agency should also be given the opportunity to gain this knowledge through the many seminars, institutes, and courses offered in this field.

Police Employee Political and First Amendment Rights

Until recent years, government, by regulation, could restrict public employees from their exercise of certain first amendment rights such as political activity and free speech. Such restrictions were based on the 1892 Supreme Court Case of *McAuliff v. Mayor of New Bedford* where Justice Oliver Wendell Holmes stated, "The petitioner may have a constitutional right to talk politics, but he has no constitutional right to be a policeman." Today public employees comprise nearly 20 percent of all employed persons in the United States, and a reassessment of Justice Holmes' position is taking place.

Police agencies have had the strictest limitations on employees' first amendment rights. Almost all police agencies have regulations that prohibit or restrict both on and off duty activities in this area. Many agencies, for example, have regulations forbidding officers to ridicule or publicly criticize the agency's policies or personnel on the grounds this would undermine morale and effectiveness. It was not until the late 1960's that police employees began testing the validity of such regulations.

In the 1968 case of *Pickering v. United States*, 391, U.S. 563, the Supreme Court noted that a teacher's criticism of his superintendent and the school board, even though erroneous, could not be the basis for discipline since the criticism was neither shown nor presumed to have impeded the teacher's performance or the operation of the schools. The Court stated: "The problem in any case is to arrive at a balance between the interests of the public employee, as a citizen, in commenting upon matters of public concern, and the interests of the State, as an employer, in promoting the efficiency of the public services it performs through its employees."

The essentials of this decision have been applied directly to the police in *Brukiewa v. Police Commissioner of Baltimore City*, 257 Md. 36, 263 A. 2d 210 (1970). However, decisions of this type usually take into account the fact that police agencies are justified in requiring stricter controls over free speech than do most other public employers.

Several cases involving policemen have given police agencies guidance in developing reasonable regulations. The most pronounced change has been the shifting of the burden of proof and justification for restrictions from the employee to the police agency. The specifics are embodied in *Belshaw v. City of Berkeley*, 246 Cal. App. 2d. 493, 54 Cal. Rptr. 727 (1966); *Meehan v. Macy*, 392 F. 2d 822 (D.C. Cir. 1968); and *Muller v. Conlisk*, 429 F. 2d 901 (7th Cir. 1970).

A police agency may make and enforce reasonable rules that prohibit police employees from making certain public expressions. As reflected in *Belshaw v. City of Berkeley*, police employees should be allowed to express freely their views and opinions that are not: (1) defamatory, (2) obscene, (3) unlawful (under a clear and present danger test), or (4) likely to disrupt the efficiency and morale of the agency.

Courts, however, may strike down restrictions that are so vague that an employee may have to guess at their meaning, or which are so broad that legitimate conduct is also restricted. In *Flynn v. Giarrusso*, 321 F. Supp. 1295 (E. D. La. 1971), the court stated, "The point is that these regulations sweep far broader than necessary to advance the legitimate interests of the police department as an employer. An officer's speech is so subject to the restraints of either prior approval by superiors or subsequent discipline, restraints, which are left to the unfettered discretion of enforcing police officials, that we fail to see how an officer can exercise his first amendment rights rationally and intelligently."

Police employees, as public employees, have been prohibited specifically from activity in political man-

agement and campaigns through local legislation and provisions of the 1939 Federal Hatch Act. Most police chief executives, police authorities, and police employees, until the last several years, have agreed that politics should be kept out of police agencies and that one method of doing this is to keep the police out of politics.

The law is less clear on bipartisan or nonpartisan elections where police employees seek such local offices as a member of the schoolboard or city council. The law seems to indicate that the burden of proof will be on the police agency to show that the operation of the agency is affected seriously by any such political activity.

Formation of Police Employee Organizations

The right to organize police employee organizations is protected by the first amendment and has been reiterated in several cases including *Ball v. City Council of City of Coachella*, 252 Cal. App. 2d 136, 60 Cal. Rptr. 139 (1967); *American Federation of State, County, and Municipal Employees v. Woodward*, 406 F.2d 137 (1969); *Atkins v. City of Charlotte*, 296 Fed. Supp. 1068 (1969) and a 1971 case heard in Federal District Court, *Fraternal Order of Police v. City of Atlanta*.

The 1969 Advisory Commission on Intergovernmental Relations' Report, *Labor-Management Policies for State and Local Government*, indicated that 73 percent of police employees were represented in their employment interests by some form of association or union. Police employees in 45 percent of 1,500 cities surveyed belonged to the Fraternal Order of Police (FOP). In 41 percent of the cities, the police employees belonged to local independent associations. The American Federation of State, County, and Municipal Employees accounted for membership in 9 percent of the cities, while the International Brotherhood of Teamsters claimed membership in 2 percent of the cities.

Employee organizations are not new to police agencies. They have existed for many years, but generally they have operated only as fraternal and professional groups. Police chief executives who have come up through the ranks of their organization usually are or have been members of the employee organization they now deal with from their management position.

What changed primarily during the 1960's was the direction, operation, and tenor of these organizations. Some employee organizations, such as those in Detroit and New York City, cannot now be distinguished from organized labor unions. Police chief executives must be mindful of this changing relationship and the operation of their own employee organizations; they must not base their

actions on the fear of potential organized labor involvement.

In giving recognition to a police employee organization, the chief executive must remember that the members of the organization are still his employees. The International City Management Association's *Municipal Police Administration* provides an appropriate description of why the police employee organization exists: "It exists because the employees want it, and are willing to give it their time and money . . . Because it is their organization, they want it truly accepted by management. If the organization is ignored, they feel ignored; if the organization's existence is threatened, they feel threatened. The police administrator seeking harmony will refrain from any attack on the organization which represents the men, and will help (the organization) gain status."

Several police chief executives have found that employee organizations can assist in improving the agency's effectiveness. In Pontiac, Mich., the employee organization was instrumental in developing a new promotional system, which was introduced without resistance. The local FOP lodge in Dayton, Ohio, helped the chief executive avert a threatened police employee work stoppage due to a proposed anti-work-stoppage ordinance.

The Right to Choose to Join an Employee Organization

While recognition of an employee's right to join an employee organization is important, the chief executive also has the responsibility to protect the rights of those employees who do not wish to join the organization. In that regard, the Advisory Commission on Intergovernmental Relations indicated that, "When the right to join becomes a duty, obviously freedom of choice becomes merely a catchword."

Several police employee organizations now propose the requirement that membership be a condition of employment—as is the case in Detroit—and that they seek this agency shop condition during their negotiations with their police agencies.

Several court cases, however, support the police chief executive who desires to protect employees who do not want to join police employee organizations. Essentially, the cases indicate that there must exist a statute permitting an agency shop condition before it can be valid—*Civil Service Personnel Association v. Ballard*, N. E. 2d (Decided June 1971); *New Jersey Turnpike Employees Union v. New Jersey Turnpike Authority*, New Jersey Superior Court, Middlesex County, Docket No. C-2014-70, December 2, 1971; *Oregon Attorney General Opinion No. 6858*; and *Pennsylvania Labor Rela-*

tions Board v. Teamsters Local Union Board No. 8, Case No. PERA-C-1075-C. Most civil service regulations also protect employees from discharge without "good cause."

Police and Organized Labor

Police management consistently has opposed affiliation of police employee organizations with organized labor. In 1969 the IACP Special Committee on Police Employee Organizations identified four reasons why it thought police employees should not affiliate with organized labor: (1) there would be a threat of a strike, a common tool of the organized labor union; (2) this group would eventually become involved in decisionmaking for the police agency, subordinating public safety to membership interests; (3) it would inhibit police professionalism; and (4) the union would be interested primarily in personal financial betterment, rather than advancement of social and professional goals.

Added to these are the arguments that affiliation with organized labor would encourage police participation in partisan politics and compromise the neutrality of police employees in maintaining order during disputes. The courts, which have struck down regulations that prohibit this affiliation, have done so following consideration of these arguments. However, these issues, while they are the legitimate concern of the parties involved, have not been sufficiently documented or demonstrated in fact to warrant the police agency's total restriction of this constitutional guarantee.

Police employees have shown that, in general, they do not want to affiliate with organized labor. The recent unsuccessful organizing attempts of the International Brotherhood of Police Officers are indicative of this lack of response. The separation from national ties by some affiliated police employee organizations in Maryland and New Haven, Conn., is another indication of this reluctance. There have been examples of police employee organizations dropping all affiliation with organized labor and returning to local police association activities; San Jose, Calif., and Seattle are two.

A recent survey of the Suffolk County, N.Y., Police Department, reported in the April 1972 *Police Chief*, 419 of the 784 surveyed police employees favored a national police union, while 398 did not. Only 110 of the employees, however, thought that such a union should be affiliated with

the AFL-CIO. Organized labor groups often charge higher dues without offering more services than traditional police employee organizations, and may offer fewer benefits. Organized labor has not been a significant force in the police employee organization movement to date, and there is little indication that it will be in the future.

References

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3. Berkley, George E. *Democratic Policeman*. Boston: Beacon Press, 1969.
4. Burpo, John H. *Police Labor Movement*. Springfield, Ill.: Charles C. Thomas, 1970.
5. International Association of Chiefs of Police. "The First Amendment and Public Safety Employees," in *Public Safety Labor Reporter*. Washington, D.C.: International Association of Chiefs of Police, 1972.
6. International Association of Chiefs of Police. "Political Activity Regulations and Public Safety Employees," in *Public Safety Labor Reporter*. Washington, D.C.: International Association of Chiefs of Police, March 1972.
7. McGregor, Douglas. *The Human Side of Enterprise*. New York: McGraw Hill, 1960.

Related Standards

The following standards may be applicable in implementing Standard 18.1:

- 1.3(1) The Police Function.
- 1.5(1) Police Understanding of Their Role.
- 2.1(2) Development of Goals and Objectives.
- 2.2(2) Establishment of Policy.
- 8.2(2) Enhancing the Role of the Patrol Officer.
- 11.2(2) Legal Assistance.
- 18.2 Police Employee Organizations.
- 18.3(2)(5) Collective Negotiation Process.
- 19.4(4) Investigation Procedures.
- 20.3 Employee Services.
- 20.4 Health Insurance.

Standard 18.2

Police Employee Organizations

Every police employee organization should immediately formalize written policies, rules, and procedures that will protect the rights of all members and insure that they can remain responsible to their oath of office.

1. Every police employee organization should place in writing the scope of its activities to inform all members of their organization's programs and their representatives' activities.

2. Every police employee organization should adhere to rules and procedures designed to insure internal democracy and fiscal integrity. These rules and procedures should include:

a. Provisions to protect members in their relations with the police employee organization;

b. Standards and safeguards for periodic elections;

c. Identification of the responsibilities of the police employee organization officers;

d. Provisions for maintenance of accounting and fiscal controls, including regular financial reports;

e. Provisions for disclosure of financial reports and other appropriate documents to members, regulating agencies, and the public; and

f. Acknowledgment of responsibility to the governmental entity legally charged with regulation of such employee organizations.

Commentary

Activities of the Employee Organization and Representatives

Police employees voluntarily are placing their future personnel benefits and, to some degree, their professional image in the hands of the employee organization and its representatives. Every member, therefore, should know the activities and direction of the employee organization. The members should require that the scope of employee organization programs and its representatives' activities be described in writing and made available to all members.

The nature of the employee organization and its representatives is influenced by the police agency, the community, and the employee organization itself. Police employee organizations generally mirror the management style of the police agency by reflecting either an effective democratic base or by placing nearly autonomous leadership in the hands of a few representatives.

Elected police employee organization representatives are by definition political figures. To remain in their position, they must satisfy their constituents—police employees.

For many years the police followed the example of the fire fighters, who were and are one of the most highly organized public employee groups. Bernard Garmire, Chief of Police of Miami, Fla., claims that the longstanding alliance of fire fighters with policemen over the parity issue has posed a serious problem for the police.

The police agency administration, including the chief executive, also influences police employee organization representatives' activities. An effective management-employee team requires high quality representation to provide support for reasonable benefits, and to strive for greater professionalism. Election as an employee organization representative should not be a deterrent to future promotion, or impose hindrances such as job assignment conflict and limit of employee organization business to off-duty time.

Police employee organizations have been effective where there is a positive working relationship with the police agency, or an active political involvement, or both. Police must not compromise their position of political neutrality and professional objectivity. Yet inappropriate political activities of employee organization representatives may precipitate such a compromise even though agency management and employee group membership are opposed to it.

During the past several years, police employee organizations have become increasingly involved in local politics. They have supported mayoral candidates in Minneapolis, Boston, Detroit, Cleveland, Los Angeles, and Houston. Political involvement is not always endorsed by the members of the organization. John Harrington, president of the National Fraternal Order of Police, was recently defeated in an election at his local lodge after serving many years as head of the organization. One authority cites this defeat as the result of black members' reaction to Harrington's 1968 public endorsement of a national presidential candidate.

Nevertheless, it is apparent that the police will continue and even expand their employee organizations to combat political groups and policies they feel are detrimental to their image, function, or role. During the 1971 National Conference of the Fraternal Order of Police the political activity restriction was deleted from its constitution.

An example of such action involves the policies and legislation under which police function. These policies and legislation are formulated by representatives of the people, or such designees as the police chief executive. If police employees fail to enforce the law or enforce it selectively contrary to the policies of the police agency, they violate

their oath of office. Yet such action has been prompted by some police employee organizations.

Police Employee Organization Internal Democracy and Fiscal Integrity

Police employee organizations rightfully seek provisions from the police agency that protect all police employees from arbitrary and capricious actions by the agency. Police chief executives rightfully should seek similar measures from the employee organization to protect all employees from arbitrary and capricious actions by the police employee organization.

The Advisory Commission on Intergovernmental Relations in its report *Labor-Management Policies for State and Local Government* recommended that public employee organizations adhere to certain basic rules and practices designed to maintain internal democracy and fiscal integrity. Similar recommendations were adopted by the National League of Cities.

Currently 18 States provide for a special administrative body to regulate police employee relations. The trend is toward the establishment of an independent board to administer the employee relations program. Such boards exist in New York State and City, New Jersey, Hawaii, Maine, Nevada, and Los Angeles. Some States, such as Michigan, Nebraska, and Wisconsin, use existing boards which also regulate employee relations in the private employment sector.

Some observers contend that employee relations legislation necessitates excessive paperwork for employee organizations; that it cannot insure internal democracy; and that the lack of it in many States is evidence that it is unnecessary.

Others contend that this legislation balances the rights of each employee against those of the employee organization, and establishes legal recourse for employees who feel they have been treated unfairly by the employee organization. They contend it alleviates employee organization mismanagement or improprieties that could seriously affect the image and effectiveness of individual police employees, the police agency, and the employee organization.

One of the most common complaints from members of police employee organizations is the misuse of dues income. Unfair police labor practices are prohibited by legislation in 11 States. The most comprehensive legislation is in Connecticut, Maine, and Massachusetts. John Burpo has stated that such laws benefit both the police agency and the police employee organization by prohibiting nearly every form of abuse by agency, employee, and employee organization. This legislation is particularly effective

against employee organization abuses when it provides for withdrawal of the organization's accreditation as the exclusive bargaining agent. This eliminates the organization's fundamental base of power.

An employee organization's fiscal integrity is extremely important because actual or even rumored abuse can adversely influence public perception and support of the police agency. To insure this integrity, the employee organization should publish and distribute regular, complete financial reports to all employees and the public. Fiscal activities also should be monitored by the employee relations administrative body, the State corporation commission if the employee organization is incorporated, the Internal Revenue Service, or the courts.

References

1. Advisory Commission on Intergovernmental Relations. *Labor-Management Policies for State and Local Government*. Washington, D.C.: Government Printing Office, 1969.
2. Burpo, John. *Police Labor Movement*. Springfield, Ill.: Charles C. Thomas, 1970.

Related Standards

- The following standards may be applicable in implementing Standard 18.2:
- 11.2(8) Legal Assistance.
 - 18.1(7) The Police Chief Executive and Employee Relations.
 - 18.3(1)(4) Collective Negotiation Process.
 - 20.3 Employee Services.

Standard 18.3

Collective Negotiation Process

Every police agency and all police employees should be allowed, by 1975, to engage in collective negotiations in arriving at terms and conditions of employment that will maintain police service effectiveness and insure equitable representation for both parties.

1. Legislation enacted by States to provide for collective negotiations between police agencies and public employees should give equal protection for both parties and should include:

- a. Provisions for local jurisdictions to enact specific rules for the collective negotiation process;
- b. Procedures to prevent either party from circumventing the collective negotiation process;
- c. Provisions for police agency retention of certain unrestricted management rights to insure proper direction and control in delivering police services;
- d. Provisions to prohibit police employees from participating in any concerted work stoppage or job action; and,
- e. Procedures that require adherence to the collective negotiation legislation by all parties.

2. Every police chief executive should insure that he or his personally designated representative is present during all collective negotiations involving

the police agency, and that he is allowed to protect the interests of the community, the police agency, and all police employees.

3. Every police agency should insure that all police employees receive training necessary to maintain effective management-employee relations. This training should include:

- a. Sufficient information to provide all employees with a general knowledge of the management-employee relations process;
- b. Specific instructions to persons who represent the police agency in the collective negotiation process; and
- c. Specific instructions to enable every supervisory police employee to perform his duties under any collective negotiation agreement.

4. Every police chief executive should encourage employee organizations to provide training to enable their representatives to represent members in the negotiation process adequately.

5. Every police chief executive should establish administrative procedures to facilitate the police agency's operation under any collective negotiation agreement.

6. Every police chief executive should recognize that in the collective negotiation process the problems of unit determination, areawide negotiation, and impasse procedures are largely unresolved and

that little guidance is currently available in these essential areas.

Commentary

Collective Negotiation Legislation

Thirty-three States have legislation that requires at least some public employees to engage in varying forms of collective negotiations, and other States permit this activity. Police employees in 19 States are required, by State legislation or order, to participate in some form of collective negotiation, although in a few of these States the requirement depends on the local jurisdiction's willingness to participate.

Overall, State and local public employee relations legislation is confusing, fragmented, contradictory, and, many times, incomplete in its coverage of employees. There is a growing trend toward legislation requiring mandatory negotiations, particularly for public safety employees.

The Advisory Commission on Intergovernmental Relations, and the Twentieth Century Fund Task Force on Labor Disputes in Public Employment, produced studies of public employee relations; their recommendations differed basically only in one provision. The former group recommended the "meet and confer" approach of California, while the latter adopted the more common approach of collective negotiation based on exclusive recognition. There were several notable dissenters to the ACIR's meet and confer recommendation; they felt that it was not sufficient to meet the needs of an effective employee relations program and that collective negotiation should have been recommended. The basic difference between the two processes is that in collective negotiations the two parties meet as equals, while under the meet and confer system managerial discretion is maximized.

It is generally agreed that what is needed is a general State statute that will balance management rights and employee needs, and provide a foundation for effective management-employee relations. At the same time, such legislation would recognize that police agencies and police employees throughout each State vary in their needs and organizational environment. Such statutes must allow for variations and individual applications. Some police employees may not feel the need for, or may not want to engage in, collective negotiations. They should not be forced to do so.

Studies such as the National Governors' Conference 1967 Executive Committee Task Force Report on State and Local Government Labor Relations,

and several State commissions, have recommended that a single statute encompass all public employees with latitude within the legislation to meet specific needs of particular groups. It is generally agreed that such a proposal will result in a stronger and more efficient State management-employee relations program.

But such legislation must be workable. California's legislation is considered by many to be an outstanding example of employee relations legislation which embraces the essentials of a "meet and confer" approach. It was enacted in 1969. Yet, by 1972, only half of the jurisdictions had become actively involved in the process. The California Senate Select Committee on Local Public Safety Employment Practices, in 1972, began studying the reasons for the many recognized problems. Problems identified were that the legislation could not be enforced, did not require that a conclusion be reached, actually rewarded local jurisdictions for delay, allowed local jurisdictions to refuse to sign an agreement if minute differences existed, and gave greater advantage for preparation to management.

Laws establishing collective negotiation for public employees have withstood legal attacks on their constitutionality. Courts have been favorable to statutes that reflected careful study and use of the experience of both public and private employee relations programs.

Local jurisdictions should be allowed to establish specific rules for the collective negotiation process. Negotiation involves money and policy formulations that are usually responsibilities of the local government and individual police agency. The police employee organization must interact and negotiate with local government and the police agency, not with the State.

The survey by the Advisory Commission on Intergovernmental Relations reported in *Labor-Management Policies for State and Local Government* disclosed that two-thirds of the municipalities, and nearly one-half of the counties, had not enacted laws or specific rules for their relationship with the employee organizations or for the process of negotiation. This may be explained in part by the coverage provided by State legislation.

It is possible that failure by local jurisdictions to deal with these issues will cause them to be decided by the courts, the State, or unpredictable political influences. Frustrated with the self-imposed delays of local jurisdictions, several police employee organizations in California, such as the one in San Diego, have gone to court to have these important issues decided. The three issues most often in dispute are: recognition of the employee organization; de-

termination of the negotiation units to be represented; and initiation of good faith negotiation. These also have been the primary causes of public employee work stoppages and job actions.

Prime consideration should be given to the establishment of a date for the negotiation process consistent with the budget cycle of the agency, and allowance for reasonable time for negotiations. *The Police Act*, which regulates the process for police employees in Ontario Province, Canada, requires that the negotiation begin within 60 days of the request by the majority employee organization.

Collective negotiation many times becomes a lengthy and costly process. Whether the cost is borne by the local jurisdiction, shared equally, or paid by the adversary in the process, should be a decision of the individual parties to each process.

Because two basic issues are in contention—salaries and working conditions—many jurisdictions are separating the negotiation for each issue: salary negotiations by the local government and working conditions by the police agency. New York State and Los Angeles are two such jurisdictions. But employee relations authorities contend this is a severe handicap for management because it eliminates the potential for bargaining one against the other.

Exclusive recognition of the organization that represents the majority of the employees involved in the negotiation process is essential to an effective program. Negotiation between more than two parties could result in excessive conflict and prevent settlement. It is generally agreed, however, that the local jurisdiction and police agency should allow representatives of a limited, reasonable number of minority group employees to be heard prior to the actual negotiation process.

Police employee organizations usually are willing to negotiate in good faith; however, sometimes they resort to political circumvention and external pressures when the negotiation seemingly does not satisfy their objectives. For effective collective negotiation, such circumvention should be restricted, requiring both parties to negotiate for the end results.

Because few local jurisdictions have set restrictions, the negotiation process continues to be primarily a political process. Often such outside influences as local and State legislative bodies, the press, and the public are brought into the negotiations by both sides in an attempt to strengthen their stand.

Picketing by police employees and their families has been employed successfully in New York City, Detroit, Omaha, Neb., and Los Angeles in wage

determinations. Boston employees used this tactic to defeat the use of uniform name tags. Police employee organizations also have made successful use of civil lawsuits. Numerous Eastern and Midwestern employee organizations have used this tactic, including New York City regarding the deployment of employees, Detroit in the residency requirement for police employees, and Cincinnati in the two-man patrol car issue.

It is generally agreed that collective negotiation should not be circumvented. Cincinnati has successfully closed all external doors to the employee organization during the negotiation process. This includes the city council, mayor, police chief executive, and State legislature.

If collective negotiation is going to work, everyone must work toward requiring that both parties reach an agreement solely within the process. Alternatives other than those available at the negotiation table must be closed.

Collective negotiation does not require unnecessary or unreasonable concession on the part of police management. The ability of the police to provide police services must not be affected by collective negotiation. The State legislation that establishes collective negotiation for police employees should also define the parameters of negotiable issues and make provisions for dispute resolution on these issues.

The Advisory Commission on Intergovernmental Relations has recommended that State employee relations legislation provide "that public employers retain the unrestricted right: (a) to direct the work of their employees; (b) to hire, promote, demote, transfer, assign, and retain employees in positions with the public agency; (c) to suspend or discharge employees for proper causes; (d) to maintain the efficiency of governmental operations; (e) to relieve employees from duties because of lack of work or for other legitimate reasons; (f) to take actions as may be necessary to carry out the mission of the agency in emergencies; and (g) to determine the methods, means and personnel by which operations are to be carried on."

Legislation in 11 States provides for the retention of unrestricted management rights. All of these States require either "meet and confer" or collective bargaining. The courts hesitate to interfere in the police chief executive's exercise of management judgment. This has been the attitude of arbitrators in most police arbitration cases.

But, it would appear that police management still is negotiating issues that specifically are defined as prohibited from negotiation. Police management must stand firm on the nonnegotiability of restricted management rights.

The issue of seniority, for example, is an initial objective of police employee organizations. They want it to be a primary consideration in promotions, layoffs, reassignments, overtime, and special work tasks. Once the door is allowed to open, it seems to remain open, and police management should be aware that seniority could replace the merit system and its management prerogatives.

Operational issues are also becoming primary objectives of police employee organizations. Deployment of field personnel, weaponry, one- versus two-man patrol cars, riot equipment, and assignment to civil disorders are the primary issues in this area. Police management, in some cases, is negotiating on these issues.

State legislation establishing collective negotiation for the police service is one thing; its continuous implementation is another. To further that end, an appropriate administrative agency should be created, at either the local or State level, to insure adherence to the law by both parties and to provide for a neutral agency to resolve disputes, particularly in the areas of exclusive recognition of the majority employee organization, complaints of unfair labor practices, and interpretation of legislation.

Regardless of form, a regulatory agency must develop the confidence of both management and employee organizations. It is generally agreed that the agency's members should be knowledgeable about public employment problems and needs, rather than about the experiences and philosophy of private labor practices.

Police Chief Executive Participation

Because public employee organizations in the past usually dealt directly with local government in the areas of personnel benefits, police chief executives were able to avoid becoming directly involved; they continued to operate their agencies without much intervention. Collective negotiation has changed that situation. Police chief executives who do not involve themselves in the negotiation process could find their management capability seriously restricted.

Experience with collective negotiation in the public sector indicates that the best approach for the police chief executive is to negotiate directly with the employee organization, using the least cumbersome machinery and procedures. The police chief executive or his representative should be included among the local government negotiation team, but many chief executives have resisted actually being a party to the process. They have felt that they best can retain their management position by remaining neutral but present during the negotiating process, with the ability to direct

the government negotiator, when necessary. However, the police chief executive must also recognize that his relationship with his employees will be largely set once an agreement is reached.

When the positions of supervisors and middle managers are heard prior to the new negotiation, they give the resulting agreement greater support. These employees can be a valuable resource to the chief executive. If police management goes into negotiations without their information and support, it may lack the necessary insight to negotiate a practical, effective agreement.

Informal talks between the police chief executive and the employee organizations, prior to the negotiation process, can bring the specific areas of disagreement into focus. Negotiation should begin with problem definition, not with the exchange of proposals and counterproposals.

Employee Training and Information

Effective management-employee relations, particularly with collective negotiation, require that all police employees have a general knowledge of the program, and that supervisors and employees directly involved in the process have specific training and information. Burpo in *The Police Labor Movement* cited the inexperience of municipal officials in the negotiation process—compared to the expertise of public employee organizations—as one of the reasons for the defeat of the collective negotiation legislation by the 1969 Colorado General Assembly.

To increase employees' ability to consider the negotiation process intelligently, all police employees should be informed by the agency of their role in the management-employee relations program and how the program will affect them. The most effective time to dispense such general information is during basic police training for sworn employees, introductory orientation training for nonsworn personnel, and routine annual training for other employees.

Updated information then should be transmitted through the police agency's internal communication network. Information presented by the police agency must be objective and unbiased even though it may be in response to biased information presented by the employee organization. The employee organization should be permitted to present information, at its own expense, to all police employees.

A police middle manager in Detroit has noted that the police agency's biggest loss came when it initially entered into the collective negotiation process. The reason was obvious: management had not anticipated the problems it would encounter and was not prepared to handle them. Although

the employee organization representatives were equally inexperienced they had the foresight to hire a competent labor attorney to negotiate for them.

The collective negotiation process is a difficult one requiring careful preparation and able execution. It cannot be conducted successfully with tricks and gimmicks. A police agency should be represented by a team of experts in personnel, budgetary, and field operations management. Such representatives should be designated long before negotiations begin and should be given as much training, experience, and information in the area of collective negotiations as the agency can support.

Effective training can be obtained from academic institutions, government agencies, other negotiators, and labor and public employment lawyers. The Universities of California and Wisconsin continuously provide such training programs. The latter encourages attendance by the city manager or mayor, local legislators, the police chief executive, and other selected police employees. The United States Department of Labor also provides training in collective negotiations.

Police agency representatives should develop and maintain a system which acts as a clearinghouse for information, including court and arbitration decisions. All internal matters associated with management-employee relations should be sent to the agency representatives. Previous contracts of other local police agencies are particularly important. With this information, the agency representative should be able to develop sound positions, avoid failures, and maintain fair and effective employee relations.

Once an agreement is reached, the resulting contract must be implemented. The police chief executive has the primary responsibility for insuring that all police employees understand and abide by the agreement. The contract must be presented clearly and concisely at a level consistent with the education and experience of those who will be affected by it.

Employee Organization Preparation

Individuals who represent the police employee organization during the collective negotiation process must be as skillful and knowledgeable as the representatives of the police agency. The police chief executive should be concerned with the adequacy of this representation, since inadequate representation can cause unsatisfactory negotiation results and subsequent employee unrest. Therefore, employee organization representatives should be encouraged to take advantage of the same training programs available to the police agency.

Many major police agencies allow employee or-

ganization representatives duty time to prepare for the collective negotiation process; however, some major and most small police agencies do not. In the past, Seattle police employee organization representatives were allowed on-duty time for this activity, but because it required so much time the agency has restricted this practice. The California Senate Select Committee on Local Police Safety Employment Practices realized that the State's legislation did not provide for necessary preparation time and is studying the implications and possible solutions. In a case involving a Santa Clara, Calif., police employee organization president, the court ruled that the police agency should allow this on-duty activity because his work can help maintain internal order and alleviate potential work stoppages.

Many employee organizations have found that their positions are best advanced by using professional negotiators. Detroit was extremely successful through its use of a labor attorney. In San Mateo County, Calif., the Sheriff's employee organization feels it has been very successful in realizing personnel benefits by using a professional negotiator.

The chief executive of the Covina, Calif., police department employed a unique approach to collective negotiation. He regularly met with employee organization representatives to determine what they were going to seek and to insure that they were prepared to support their position. Through this process, reasonable requests were developed and the chief executive attempted to secure the desired benefits through the normal budgetary process.

Employee organizations must realize that most police chief executives confront the same forces that they do, and that few control the purse strings. During a national conference on police and fire dispute arbitration, Ralph Lynch, Jr., city solicitor of Pittsburgh, stated that meaningful negotiation is stifled if there is wide difference between what police employees believe they should get and what the local jurisdiction is willing to pay for. Where both the police chief executive and employee organization work together to secure reasonable benefits, such a conflict can generally be avoided.

Operation Under a Collective Negotiation Agreement

The most important element in the maintenance of effective management-employee relations programs and collective negotiations is what happens within the police agency after the negotiation process. The public, and many police chief executives and local governmental officials, look upon collective negotiation as an annual (or less frequent) activity that once concluded can be forgot-

ten until the next negotiation period. Actually, the process continues, even though formal negotiation may not be occurring.

Interpreting the contract is a continuous process. Line supervisors usually will interpret it themselves in relation to their specific problems; however, interpretation of complex clauses and operational adherence to the contract generally is the responsibility of the agency's trained representatives or the local jurisdiction's personnel agency. This same person or agency should be available to field supervisors for individual assistance.

In many cases operational orders and manuals must be rewritten to conform to the contract. This may involve a significant amount of work.

When new operational orders that affect areas subject to negotiation, or that are part of the existing contract, are drafted, they should be made available to a representative of the employee organization prior to implementation. The assistance of the organization during an order's drafting can be very effective. If the employee organization is not involved in this process, it may file a grievance, particularly if it disagrees with the order. This type of grievance has been generally upheld if submitted to arbitration or a regulatory agency.

Unresolved Areas Essential to Collective Negotiation Processes

The three unresolved areas essential to the collective negotiation process are unit determination, areawide negotiations, and impasse procedures. Collective negotiation in the public employment sector is a relatively new process that has developed rapidly. In many cases, this development has brought conflict and confusion.

Unit Determination

One of the most perplexing problems facing police collective negotiations is the determination of an appropriate division of employees into representative units. The principal issue in dispute has been the definition of supervisor and management employee and whether these persons should be included in a bargaining unit including first level employees, or in a separate unit, or in no unit.

Although police employees want the power afforded by the largest unit that can be organized, they usually will refrain from grouping themselves with nonpolice employees. In communities strongly influenced by organized labor, police employees tend to organize on the basis of rank. In other communities, particularly in the West, police employees have remained together regardless of rank. This is

probably because in most agencies supervisors and management personnel generally rise from the ranks.

Public employers differ in their view of this issue. Some favor a single large unit that avoids excessive fragmentation which might damage negotiations and lead to organization rivalry. Fragmentation prolongs negotiations and, more importantly, can force the employer to reach several different agreements that will result later in confusion and conflict during normal operations.

Other public employers contend that fragmentation can be beneficial because it reduces the power and effectiveness of the units, and because the resulting rivalry will cause conflict among the units rather than with the employer. Nearly all public employers desire to exclude supervisors, and particularly management personnel, from negotiating units. (They contend that if they are not excluded, management is pitted against management.)

A major factor used in determining the appropriate unit is community of interest, but, particularly in the police sector, this is an elusive term. Employees who are subject to the same personnel policies and working conditions, who have had a common history particularly in negotiating patterns, who have a vocational specialization along professional lines, and who have similar authority and exercise similar rights are said to form a community of interest. Except for the last, this includes nearly all police employees in an agency regardless of rank; therefore, all could belong to one unit.

The Advisory Commission on Intergovernmental Relations in *Labor-Management Policies for State and Local Government* strongly recommended that State legislation determine the appropriate units and that managerial and supervisory personnel, elected and top management appointive officials, and certain confidential employees, be excluded from any unit engaged in collective negotiations. Fifteen States do require that either unit determination or its dispute resolution be a responsibility of the regulatory agency, and several specify unit determination through State legislation.

Areawide Negotiations

Because collective negotiations require time, money, and experience, only a few large police employee organizations and police agencies can afford this expensive process. Many police agencies, and employee organizations without this capability, may not feel it necessary or desirable to engage in collective negotiations; others may feel their individual situation requires such participation. Areawide negotiations on a joint basis have been proposed as a workable solution to this problem.

In 1967, the U.S. Bureau of the Census revealed

that over 90 percent of all local governments have police agencies with fewer than 10 employees, while 65 percent of the county police forces have fewer than 11 employees. The 29,000 rural local governments employ only about 30,000 full-time police employees. How these police agencies and employees can be expected to engage in meaningful collective negotiations is open to serious question.

Areawide negotiations present several problems. Most local governments, police agencies, and police employee organizations are unwilling to cede a large portion of their responsibility or authority to another group. The strongest factor affecting consolidation is that local governments represent the revenue base and are generally unwilling to consolidate that base to serve regional needs. Additionally, there are wide differences between central city and suburban police service levels and personnel systems. M. W. Aussieker, Jr., points out in *Police Collective Bargaining* that the continued use of police mutual aid pacts may negate the service level argument by changing working conditions of involved police agencies. The police employees of the affluent community of Cherry Hill, N.J., certainly have had working conditions altered by their support of Camden, N.J., police in civil disturbances.

In *Labor Management Policies for State and Local Government* the Advisory Commission on Intergovernmental Relations recommended that local public employers and employee organizations develop arrangements for collective negotiations on a regional basis. The Commission believed that such arrangements would achieve more uniform labor conditions, conserve time and energy in the negotiation process, and help prevent the playing off of one group against another. Theodore Sachs, chief counsel for the Michigan Fire Fighters Union, represents the opposing view of many police and fire organizations when he contends that such an arrangement would simply decrease the effectiveness of larger employee organizations rather than elevate the weaker units.

Impasse Resolution Procedures

Impasse resolution procedures are invoked when collective negotiations break down and the parties cannot mutually resolve the disputed area. In the private employment sector, a strike by employees or a lockout by the employers is generally the result. But for the police service, such a result is both inappropriate and undesirable. The public employment sector, therefore, has sought other procedures. Generally, impasse procedures first involve mediation, then factfinding. National systems usually avoid the Canadian and European

practice of arbitration and, instead, accept resolution by the legislature.

Twenty-two States either allow for or require some form of impasse resolution procedures for police collective negotiation disputes. Three states—Michigan, Pennsylvania, and Rhode Island—mandate compulsory and binding arbitration for police disputes. Many persons believe this diversity is good because it documents the various approaches. Experts in the field, practitioners in police collective bargaining, and academicians all differ on their preferences and supporting reasons on impasse procedures. Many change their views after personal experience. To date, no truly successful model has been found.

Arbitration is probably the most controversial area of collective negotiation, particularly in the public employment sector. Employees and employers in the private employment sector denounce and avoid arbitration. Within the public sector there are mixed feelings about arbitration among both factions, but it is generally felt that arbitration should be viewed with skepticism and approached with extreme caution.

Arbitration is a quasi-judicial process involving hearing both sides, reviewing the evidence and supportive material, and obtaining relative material from other sources in making a decision on an appropriate agreement. The form of arbitration varies from voluntary or compulsory entry into the process, to advisory or binding application of the decision. In the public sector, the tendency has been to have a three-man-arbitration panel with one representative from each side sitting with a neutral third party. Selection of the neutral member has been a serious problem in cases in Ontario, Canada, and in Pennsylvania.

Those favoring arbitration, particularly compulsory binding arbitration, contend that it prevents work stoppages, results in decisions based solely on the presented evidence, checks potential abuses of power by taking the final decision from the involved jurisdiction, and eventually develops guidelines that will be helpful in future collective negotiations.

Others contend that arbitration should not be viewed as a panacea for impasse resolution, that it is too lengthy and expensive, and that the cost is normally borne equally by both parties. An exception exists in Pennsylvania, where the public employer pays the entire cost.

Most arbitrators have been involved in organized labor grievances rather than public employment service or contract arbitration. An arbitrator may be less responsive to many important ancillary factors if he does not live in the community

affected by the dispute. This is especially true when the arbitration decision becomes more expensive for the local jurisdiction.

The problem of arbitration is most clearly demonstrated where one or both sides fail to negotiate in good faith and maintain extreme demands in the belief that arbitration may decide in their favor. Many feel that the prospect of arbitration can defeat collective negotiations. Additionally, there is no guarantee that arbitration will alleviate the kind of work stoppage that occurred in Montreal, Canada, when the employee organization refused to accept the arbitrators' decision, and in Marquette, Mich., when the public employer refused.

Pennsylvania has witnessed a steady increase in police arbitration cases with 51 in 1968, 70 in 1969, and 92 in 1970. Yet, success of arbitration is placed in serious doubt when, as in Michigan's police arbitration panels, there are dissents in two-thirds of the cases.

In April 1972, Ralph W. Hanley, arbitrator for the City of Vallejo, Calif., contended that public employees already have an impressive arsenal of protective safeguards encompassing civil service systems and effective political lobbying. It was his view that there had not been any major disparity in treatment, at least in California, between public and private employees. If binding arbitration is integrated into public employment, offsetting limitations on current employee safeguards may be needed to protect the public interest. Whatever impasse procedure is used should include a time limit. Vallejo's experience with court referral of the decision indicates that an open-ended process costs too much, prolongs the negotiation process, places an inordinate legislative burden on the court, and in the end can aggravate existing employee-employer tension and frictions.

The Advisory Commission on Intergovernmental Relations in *Labor Management Policies for State and Local Government*, and the National League of Cities at its 1971 Congress of Cities convention, declared arbitration unacceptable as an impasse procedure for public employment.

During a conference on arbitration of police and fire disputes, William J. Fallon, a Boston arbitrator, indicated that compulsory arbitration was on trial in the public sector and that its general effectiveness is and would be in doubt for quite some time. He found that the fear that arbitration would inhibit collective negotiation was realized all too often and that police disputes, many times involving 30 to 40 issues, were much more complicated than private labor disputes.

Oregon is experimenting with a form of arbitra-

tion that restricts the decision to the selection of the last negotiation offer of either party, in the belief that it will be in the best interests of each party to negotiate as closely as possible to a common agreement. New York is considering a procedure wherein an independent factfinder decides disputed issues and presents his finding to both parties, who may then negotiate for 30 days. If after 30 days the parties cannot agree on another settlement, the factfinder's settlement becomes binding on both parties.

Arbitration to settle disputes in the determination of the collective negotiation agreement is a relatively untested procedure even in the private sector. Its primary purpose in the public sector is to resolve disputes and avert the potential of a police work stoppage—in itself a doubtful hope. Whatever procedure is developed must fit the needs of the local situation and, to be effective, must be born from a consensus of the local government, police agency, and police employees. The community that will be served by the results must also be involved because ultimately it must bear the cost.

References

1. Advisory Commission on Intergovernmental Relations. *Labor-Management Policies for State and Local Government*. Washington, D.C.: Government Printing Office, 1967.
2. American Arbitration Association. *Arbitration of Police and Fire Disputes*. New York: American Arbitration Association, 1971.
3. Aussieker, M. W., Jr. *Police Collective Bargaining*. Chicago: Public Personnel Association, 1969.
4. Burpo, John H. *Police Labor Movement*. Springfield, Ill.: Charles C. Thomas, 1970.
5. Murphy, Richard J., and Morris Sackman (ed.). *Crisis in Public Employee Relations in the Decade of the Seventies*. Washington, D.C.: Bureau of National Affairs, 1970.

Related Standards

The following standards may be applicable in implementing Standard 18.3:

- 11.1(2) Use of Professional Expertise.
- 11.2 Legal Assistance.
- 16.3 Preparatory Training.
- 18.1(5) The Police Chief Executive and Employee Relations.
- 18.2 Police Employee Organizations.
- 18.4 Work Stoppages and Job Actions.

Standard 18.4

Work Stoppages and Job Actions

Every police chief executive should immediately prepare his agency to react effectively to neutralize any concerted work stoppage or job action by police employees. Any such concerted police employee action should be prohibited by law.

1. Every State, by 1976, should enact legislation that specifically prohibits police employees from participating in any concerted work stoppage or job action. Local legislation should be enacted immediately if State prohibitive legislation does not currently exist.

2. Every police agency should establish formal written policy prohibiting police employees from engaging in any concerted work stoppage or job action.

3. Every police agency should develop a plan to maintain emergency police service in the event of a concerted employee work stoppage.

4. Every police chief executive should consider the initiation of internal disciplinary action, including dismissal, against police employees who participate in a concerted job action or work stoppage. Among the many disciplinary alternatives available to the chief executive are actions against:

- a. All participating employees for violating prohibitive legislation and policy;
- b. Individual employees when their individual conduct warrants special action;

- c. Only those employees who encouraged, instigated, or led the activity; and
- d. None of the participating employees; however, criminal or civil action may be sought for violations of legislative prohibitions.

Commentary

State Legislation

Strikes by public employees have been prohibited almost universally by specific legislation, governmental policy, or the common law; various penalties have been prescribed. Currently 31 States specifically prohibit police strikes and, depending on interpretation, concerted work stoppages.

Public employee strikes are permitted in Hawaii, Pennsylvania, and Vermont; each of these statutes, however, includes a provision to exclude such activity by police employees. As in the private sector, strikes endangering the public health, safety, or welfare—such as railroad and steel strikes—have been enjoined.

The government's position should not be reversed; all States should specifically prohibit concerted work stoppages and job actions by police employees. The Advisory Commission on Intergovernmental Relations in *Labor-Management Policies for State*

and Local Government recommended a similar provision. This is necessary in view of the increased police employee activities in this area and the deletion of no-strike provisions in many public employee organization constitutions including the International Association of Fire Fighters; American Federation of State, County and Municipal Employees; and the many factions of the International Conference of Police Associations.

The courts find little difficulty in upholding these legislative prohibitions and have taken a similar position on such apparent subterfuges for the strike as concerted sick calls and mass resignations. In *United Federation of Postal Clerks v. Blount*, 30 L Ed. 2d 38 (1971), the United States Supreme Court affirmed a lower court statute prohibiting Federal employees from striking. This pattern was maintained in *Bennet v. Gravelle*, United States Court of Appeals, Fourth Circuit, No. 71-1311, November 19, 1971, where it was also stated that a strike would not be made legitimate even though striking employees may have a justifiable reason.

The courts have defined a public employee strike quite broadly, but States should acknowledge that the wording of statutes should be broadened to include such subterfuges as concerted work stoppages and job actions. A good example of legislative definition of strike is found in 17.455(1), Act 336, Michigan Public Acts of 1947 as amended, which states in part, "... the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment."

Frequently legislation has provided no mandatory penalties, but there is a trend to include explicit penalties for both the participating employees and the involved employee organization. The issue of penalties is perplexing; there is some dispute over whether they should be mandatory, discretionary, or nonexistent.

Some States permit dismissal of participating employees, while others rely on heavy fines. Many now employ unfair labor practices statutes that penalize employee organizations through loss of dues, loss of recognition as a bargaining organization, heavy fine, and imprisonment for organization officials.

No law has prevented all strikes. Legislative prohibition and penalties undoubtedly restrain many from participating in concerted work stoppages and job actions: however, their precise degree of effectiveness is unknown. There has been a

growing trend to grant amnesty to participating employees; it is a trend that seriously dilutes the effectiveness of legislation.

Some contend, as Aussieker does in *Police Collective Bargaining*, that specifying punitive action is self-defeating. Employees and their organizations may regard them as a challenge rather than a restraint. Specific penalties also deprive public employers of flexibility in dealing with a personnel problem—a work stoppage or job action. In settling a concerted work stoppage or job action, some public officials have had to waive the statutory penalty provision by granting amnesty.

Others believe that discretionary or unspecified penalty sanctions create a sense of uncertainty that in itself might be a deterrent. Some, particularly academicians and public employee organization leaders, maintain that strikes should not be prohibited. They contend that the lack of a prohibition adds realism to management-employee relations. A pragmatic approach to the current police problem seems to involve the compromise of prohibiting police employee work stoppages and job actions but allowing a maximum of executive flexibility and discretion in the application of the law.

Police Agency Policy

Legislation prohibiting police employees from engaging in concerted work stoppages and job actions may not be sufficient to maintain internal discipline. Some employee conduct may fall short of a violation of the statute, yet still constitute a neglect of duty or other conduct that should be subject to internal discipline. For these reasons, every police agency should establish specific written policy that encompasses the statute provisions as well as those areas which fall short of a statute violation but still constitute misconduct.

That policy must be specific and definitive, yet broad enough to satisfy the needs of the police agency. While general misconduct provisions such as "conduct unbecoming an officer" and "neglect of duty" may cover the activity, it is preferable to establish a specific prohibition that communicates the agency's position to the employees.

Plan to Restore Emergency Services

When police employees walk off the job, who will protect the public? That has been the paramount question facing police chief executives throughout the country since police work stoppages began occurring. The longer the delay in restoring at least emergency police service, the greater the potential for public injury, death, and property loss. Even though they are faced with these serious conse-

quences, few police chief executives have developed a plan to cope with a concerted employee work stoppage.

The initial consideration must be the source of manpower sufficient to supplement employees who may remain on the job. An agency that is not part of a large metropolitan area may find that adjacent police agencies cannot handle more than their own normal workload.

Although it has not happened yet, a struck agency could find that police employees responding for assistance may respect the labor dispute action of the police employees engaged in the work stoppage. This becomes a greater possibility as more and more police employees join larger organizations.

During the Montreal work stoppage, 200 Provincial police assisted the 47 remaining Montreal personnel. The Royal Canadian Mounted Police provided police service during the Maritime Province, Canada, work stoppages. In Vallejo, Calif., the California Highway Patrol provided emergency police service for the municipality during a work stoppage.

Several agencies have maintained a form of emergency service by placing nonparticipating management and supervisory personnel on 12-hour shifts. Detroit, New York City, and Pontiac, Mich., have used this approach.

There are many problems—most of them logistical and operational—that must be anticipated when outside police employees are used for assistance. In Montreal, 500 police vehicles were either taken or disabled, and many radios were jammed by the police employees engaged in the work stoppage. Police radio frequencies usually are not compatible from jurisdiction to jurisdiction. Responding police employees generally are unfamiliar with the area as well. Police employees engaged in the work stoppage can be expected to complicate unit dispatching by placing numerous false calls. A serious administrative problem is: who will pay for the cost of the assistance or overtime expenses?

Some sources feel that no public announcement should be made about a work stoppage, others that a public statement should be made reflecting the fact that police service and public safety are in jeopardy. Although a public statement of this nature would be beneficial in securing a court injunction, many experts attribute the Montreal disaster to the fact that such a statement was made there.

Others believe that—even though to do so may negate an injunction request—the public should be assured that their safety is secure and emergency police service will be maintained. This approach was taken in the Pontiac, Mich., work stoppage,

during which there was an actual lessening of reported crime and calls for service.

Every police chief executive should be prepared to seek a court injunction to order police employees back to work. This places the responsibility on the employee organization leaders and brings the court in as a neutral third party. If a ban on police work stoppages is to be effective, the law must be invoked and injunctions requested.

Disciplining Police Employees Engaged in a Concerted Work Stoppage or Job Action

The police chief executive faces a difficult decision in resolving work stoppages or job actions: whether or not to initiate internal disciplinary action or dismiss participating employees. With very few exceptions this activity is subject to disciplinary action by either law or internal regulation or both. Police chief executives who have not faced this situation will usually state that participating employees should be disciplined to the fullest extent. But those who have been confronted with the situation realize that many problems must be considered before reaching a decision on disciplinary action.

Where legal penalties exist as a ban on work stoppages and job actions, they must be enforced or their effectiveness will dwindle. When police employees disregard this form of ban, they show contempt for the law and violate their oath of office.

Generally there are three courses of action that the police chief executive can take. He can enforce strictly all legal and internal prohibitions. He may exercise discretion in applying disciplinary options. Or, he may choose to take no disciplinary action.

Strict enforcement is advocated by most police chief executives who have not been faced with the issue. Such a course, however, is really only first aid in a labor dispute. The long run problem is seldom solved. In fact, long-standing scars may be left. In Battle Creek, Mich., for instance, over half of the police employees were discharged for engaging in a concerted work stoppage.

Chief of Police William Hanger of Pontiac, Mich., recommends that consideration be given to the employees, the long range of disciplinary action, and the factors that gave rise to the employee action. In Pontiac's work stoppage, the police employees had been frustrated over a long period of time and had, in Hanger's opinion, exhausted all other means prior to resorting to a work stoppage. For these reasons, Chief Hanger chose not to invoke the disciplinary measures available to him.

The problems involved in disciplinary action against job actions or work stoppages are both administrative and operational. How many police chief executives can gather sufficient information, formally charge, and put on disciplinary hearings for 50 to 90 percent of their employees? Could New York City handle 15,000 cases or Los Angeles 3,500? In addition, it would be difficult if not impossible to replace this number of employees, particularly in sufficient time to meet the demands for police service. Suspending such a large number of employees would seriously deplete the agency's strength.

The discretionary approach permits the police chief executive the necessary degree of flexibility. It allows for individual disciplining of leaders or persons who incited the activity, rather than all involved employees. A police chief executive of a major Southern police agency, when faced with a one-platoon work stoppage, refused amnesty; however, he allowed employees to return without summary punishment. Following resolution of the issue, each participating employee was dealt with individually, either by reassignment or strict supervision. In 1967, all Detroit police employees who were engaged in a traffic citation job action were subsequently transferred.

John Burpo in *The Police Labor Movement* as well as M. W. Aussieker, Jr., in *Police Collective Bargaining* contend that taking no punitive action would be the best course of the police chief executive. They claim that wholesale suspensions could destroy the agency, that individual suspensions or jail sentences simply make the involved employees heroes or martyrs, and leaders in future disruptions.

Both of these sources express the feeling that

the no-action approach will not cause the police employees to go unpunished. They contend that civil and criminal action should be sought. Others consider this an abdication of authority and responsibility by the police chief executive. Whatever decision the police chief executive makes, it should be his to make, with the knowledge that his decision will have a long-lasting effect on the operation of his agency.

References

1. Advisory Commission on Intergovernmental Relations. *Labor-Management Policies for State and Local Government*. Washington, D.C.: Government Printing Office, 1969.
2. Aussieker, M.W., Jr. *Police Collective Bargaining*. Chicago: Public Personnel Association, 1969.
3. Burpo, John H. *Police Labor Movement*. Springfield, Ill.: Charles C. Thomas, 1970.
4. Murphy, Richard J., and Morris Sackman (ed.). *Crisis in Public Employee Relations in the Decade of the Seventies*. Washington, D.C.: Bureau of National Affairs, 1970.

Related Standards

The following standards may be applicable in implementing Standard 18.4:

- 11.2(2) Legal Assistance.
- 18.3 Collective Negotiation Process.
- 19.4 Investigation Procedures.
- 19.5 Adjudication of Complaints.

APPENDIX D

AN ACT CONCERNING BINDING ARBITRATION FOR MUNICIPAL COLLECTIVE BARGAINING AGREEMENTS

File No. 881

Substitute House Bill No. 6969



House of Representatives, May 20, 1975. The Committee on Labor & Industrial Relations reported through Rep. Coatsworth of the 32nd District, Chairman of the Committee on the part of the House, that the substitute bill ought to pass.

AN ACT CONCERNING BINDING ARBITRATION FOR MUNICIPAL COLLECTIVE BARGAINING AGREEMENTS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Subsection (c) of section 7-473
2 of the general statutes is repealed and the
3 following is substituted in lieu thereof:

4 (c) The person selected or appointed as fact
5 finder may establish dates and place of hearings
6 which shall be, where feasible, in the locality of
7 the municipality involved. Any such hearings
8 shall be conducted in accordance with rules
9 established by the board of mediation and
10 arbitration. Upon request, the board of mediation
11 and arbitration shall issue subpoenas for hearings
12 conducted by the fact finder. The fact finder may
13 administer oaths. Upon completion of the hearings
14 and within thirty days from the date of
15 appointment, unless such period is extended by the
16 board of mediation and arbitration for good cause
17 shown, the fact finder shall make written findings
18 of fact and recommendations for resolution of the
19 dispute and shall cause the same to be served on
20 the municipal employer and the employee
21 organization involved. THE FACT FINDER SHALL, AT
22 MUTUALLY CONVENIENT TIMES BUT WITHIN FORTY DAYS



23 AFTER SERVICE OF HIS WRITTEN REPORT WHICH SHALL
24 INCLUDE SUCH FINDINGS OF FACT, SUCH
25 RECOMMENDATIONS AND A VERBATIM COPY OF THE
26 PROVISIONS OF THE PROPOSED CONTRACT OR AGREEMENT
27 WHICH WERE AGREED TO BY THE PARTIES PRIOR TO THE
28 TIME WHEN THE FACT FINDER SERVICES WERE REQUESTED,
29 PERSONALLY APPEAR BEFORE THE NEGOTIATORS AND THE
30 LEGISLATIVE BODY OF THE MUNICIPAL EMPLOYER AT ONE
31 MEETING, AND PERSONALLY APPEAR BEFORE THE
32 NEGOTIATORS AND MEMBERSHIP OF THE EMPLOYEE
33 ORGANIZATION AT ANOTHER MEETING, TO READ HIS
34 WRITTEN REPORT, VERBATIM, AND TO ANSWER ALL
35 QUESTIONS CONCERNING THE SAME THAT MAY BE DIRECTED
36 TO HIM. THE FACT FINDER SHALL NOTIFY, BY
37 CERTIFIED MAIL, THE PARTIES OF THE DATE OF THE
38 LAST MEETING. IF THE FACT FINDER FAILS TO SO
39 PERSONALLY APPEAR AT EITHER MEETING FOR ANY
40 REASON, HE SHALL NOTIFY THE NEGOTIATORS AND THE
41 LEGISLATIVE BODY OF THE MUNICIPAL EMPLOYER AND THE
42 NEGOTIATORS AND MEMBERSHIP OF THE EMPLOYEE
43 ORGANIZATION OF SUCH FAILURE AND IF HE FAILS TO
44 GIVE SUCH NOTICE, THE NOTICE SHALL BE DEEMED GIVEN
45 ON THE FORTIETH DAY AFTER THE SERVICE OF HIS
46 REPORT. IF THE LEGISLATIVE BODY OF THE MUNICIPAL
47 EMPLOYER FAILS TO NOTIFY THE EMPLOYEE ORGANIZATION
48 IN WRITING, WITHIN TWENTY DAYS AFTER THE FACT
49 FINDER'S LAST SUCH MEETING OR AFTER NOTIFICATION
50 OF THE FACT FINDER'S FAILURE TO APPEAR, WHICHEVER
51 OCCURS FIRST, THAT IT HAS REJECTED THE FACT
52 FINDER'S REPORT AND IF THE EMPLOYEE ORGANIZATION
53 FAILS TO NOTIFY THE MUNICIPAL EMPLOYER IN
54 WRITING, WITHIN SUCH TWENTY-DAY PERIOD, THAT IT
55 HAS REJECTED THE FACT FINDER'S REPORT, SUCH REPORT
56 SHALL BE DEEMED ACCEPTED AND SHALL BE FINAL AND
57 BINDING ON ALL PARTIES. WHERE THE LEGISLATIVE
58 BODY OF A MUNICIPAL EMPLOYER IS THE TOWN MEETING,
59 THE BOARD OF SELECTMEN SHALL PERFORM ALL OF THE
60 DUTIES AND SHALL HAVE ALL OF THE AUTHORITY AND
61 RESPONSIBILITIES REQUIRED OF AND GRANTED TO THE
62 LEGISLATIVE BODY UNDER THIS SUBSECTION, AND WHERE
63 THE MUNICIPAL EMPLOYER IS A DISTRICT, SCHOOL
64 BOARD, HOUSING AUTHORITY OR OTHER AUTHORITY
65 REFERRED TO IN SUBSECTION (d) OF SECTION 7-474,
66 SUCH DISTRICT, SCHOOL BOARD, HOUSING AUTHORITY OR
67 OTHER AUTHORITY SHALL PERFORM ALL OF THE DUTIES
68 AND SHALL HAVE ALL OF THE AUTHORITY AND
69 RESPONSIBILITIES REQUIRED OF AND GRANTED TO THE
70 LEGISLATIVE BODY UNDER THIS SUBSECTION. THE



71 PROVISIONS OF A PROPOSED COLLECTIVE BARGAINING
72 CONTRACT ESTABLISHED BY SUCH ACCEPTANCE OF THE
73 FACT FINDER'S REPORT SHALL BE CONSIDERED AS AN
74 APPROVED COLLECTIVE BARGAINING CONTRACT OR
75 AGREEMENT AND SUCH CONTRACT OR AGREEMENT SHALL NOT
76 REQUIRE FURTHER APPROVAL OF THE LEGISLATIVE BODY
77 OF THE MUNICIPALITY.
78 Sec. 2. Subsection (c) of section 7-474 of
79 the general statutes is repealed and the following
80 is substituted in lieu thereof:
81 (c) Notwithstanding any provision of any
82 general statute, charter, special act or ordinance
83 to the contrary, the budget-appropriating
84 authority of any municipal employer shall
85 appropriate whatever funds are required to comply
86 with a collective bargaining agreement, provided
87 the request called for in subsection (b) of this
88 section has been approved by the legislative body
89 of such municipal employer[.] OR WITH A
90 COLLECTIVE BARGAINING AGREEMENT APPROVED AS THE
91 RESULT OF AN ARBITRATION DECISION RENDERED IN AN
92 IMPASSE OF CONTRACT NEGOTIATIONS UNDER SECTION 7-
93 472 OR RENDERED IN ACCORDANCE WITH THE PROVISIONS
94 OF SECTION 4 OF THIS ACT, OR APPROVED UNDER
95 SECTION 1 OF THIS ACT, AS THE RESULT OF THE
96 FAILURE OF THE PARTIES TO REJECT THE FACT FINDER'S
97 REPORT.
98 Sec. 3. Section 7-472 of the general
99 statutes is repealed and the following is
100 substituted in lieu thereof:
101 (a) The services of the state board of
102 mediation and arbitration shall be available to
103 municipal employers and employee organizations for
104 purposes of mediation of grievances or impasses in
105 contract negotiations and for purposes of
106 arbitration of disputes over the interpretation or
107 application of the terms of a written agreement
108 and, if such service is requested by both the
109 municipal employer and the employee organization
110 EXCEPT AS PROVIDED IN SECTION 4 OF THIS ACT, for
111 purposes of arbitration of impasses in contract
112 negotiations. Whenever any impasse in contract
113 negotiations is submitted to arbitration, the
114 decision of the arbitration panel or arbitrator
115 shall be rendered no later than twenty days prior
116 to the final date by which time the budget-
117 appropriating authority of the municipality is
118 required to adopt its budget or [ten] FORTY days



119 after the close of the arbitration hearing,
120 whichever is later, provided that in no case shall
121 such decision be rendered later than five days
122 prior to such final budget adoption date. Nothing
123 contained herein shall prevent any agreement from
124 being entered into in accordance with the
125 provisions of subsection (e) of section 7-474.
126 (b) Nothing in this section is intended to prevent
127 the use of other arbitration tribunals in the
128 resolution of disputes over the interpretation or
129 application of the terms of written agreements
130 between municipal employers and employee
131 organizations.

132 Sec. 4. Section 7-474 of the general
133 statutes is amended by adding subsections (h),
134 (i), (j) and (k) as follows:

135 (h) If either the municipal employer or the
136 municipal employee organization rejects the report
137 of the fact finder, either party may request the
138 arbitration services of the state board of
139 mediation and arbitration, provided written
140 notification of such request shall be sent by
141 registered mail or certified mail, return receipt
142 requested, to the non-requesting party. Within
143 ten days of receipt of such notification, the
144 chief executive officer of the municipal employer
145 and the executive head of the municipal employee
146 organization each shall select one member of the
147 arbitration panel. Within ten days of their
148 appointment, the two members of the arbitration
149 panel shall select a third member. Such third
150 member shall be the chairman of the panel. In the
151 event that the municipal employer or the municipal
152 employee organization have not selected their
153 respective members of the arbitration panel or the
154 two members of the panel have not selected the
155 third member, the state board of mediation and
156 arbitration shall appoint such members as are
157 needed to complete the panel, provided the member
158 or members so appointed are residents of this
159 state and provided further, the third member shall
160 be a fact finder other than the fact finder who
161 submitted the report pursuant to section 1 of this
162 act.

163 (i) Within ten days of appointment of the
164 chairman, the arbitration panel shall, by call of
165 its chairman, hold a hearing within the
166 municipality involved. At least five days prior



167 to such hearing, a written notice of the time and
168 place of such hearing shall be sent to the
169 municipal employer, the municipal employee
170 organization and the other members of the panel.
171 The chairman of the panel shall preside over such
172 hearing. Any member of the panel shall have the
173 power to take testimony, to administer oaths and
174 to summon, by subpoena, any person whose testimony
175 may be pertinent to the matters before said panel,
176 together with any records or other documents
177 relating to such matters. In the case of
178 contumacy or refusal to obey a subpoena issued to
179 any person, the superior court, upon application
180 by the panel, shall have jurisdiction to order
181 such person to appear before the panel to produce
182 evidence or to give testimony touching the matter
183 under investigation or in question, and any
184 failure to obey such order may be punished by said
185 court as a contempt thereof. No person shall be
186 excused from attending and testifying or from
187 producing books, records, correspondence,
188 documents or other evidence in obedience to the
189 subpoena of the panel, on the ground that the
190 testimony or evidence required of him may tend to
191 incriminate him or subject him to a penalty or
192 forfeiture; but no individual shall be prosecuted
193 or subjected to any penalty or forfeiture for or
194 on account of any transaction, matter or thing
195 concerning which he is compelled after having
196 claimed his privilege against self-incrimination,
197 to testify or produce evidence, except that such
198 individual so testifying shall not be exempt from
199 prosecution and punishment for perjury committed
200 in so testifying.

201 (j) The hearing may, at the discretion of the
202 panel, be continued and shall be concluded within
203 forty days from its commencement. Within ten days
204 of the conclusion of the hearing, the municipal
205 employer or the municipal employee organization
206 may file briefs on the issues before the panel,
207 provided the other party shall receive a copy of
208 the brief and have an opportunity to respond to
209 it. Such response shall be made no later than ten
210 days after the receipt of such brief. Within
211 twenty days after the conclusion of the hearings
212 or the filing of the brief or the response brief,
213 whichever is later, the panel shall, by majority
214 vote, decide each issue presented to it and send

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215 to the parties a written copy of such decision
216 with the vote thereon attached thereto. The
217 decision of the panel shall be final and binding
218 upon the municipal employer and the municipal
219 employee organization except that a motion to
220 vacate or modify such decision may be made in
221 accordance with sections 52-418 and 52-419 of the
222 general statutes.

223 (k) The cost of the arbitration panel shall
224 be distributed among the parties in the following
225 manner: (1) The municipal employer shall pay the
226 costs of the arbitrator appointed by it; (2) the
227 municipal employee organization shall pay the
228 costs of the arbitrator appointed by it; (3) the
229 municipal employer and the municipal employee
230 organization shall equally divide and pay the cost
231 of the chairman; and (4) the costs of any
232 arbitrator appointed by the state board of
233 mediation and arbitration shall be paid by the
234 party in whose absence the board appointed.

END