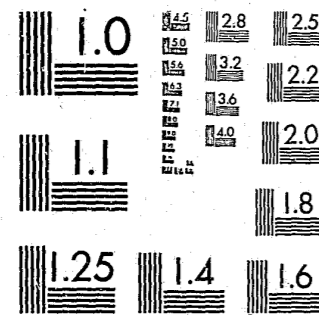


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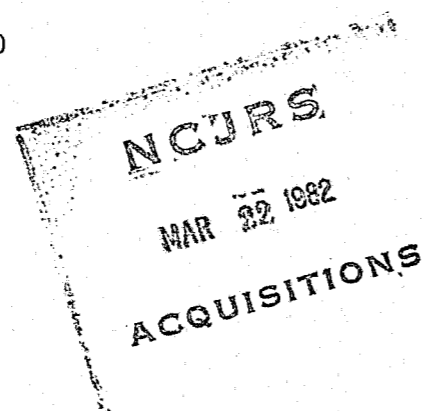
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AN EXPLORATORY AND DESCRIPTIVE ANALYSIS OF
GRIEVANCE PROCEDURES IN LAW ENFORCEMENT
COLLECTIVE BARGAINING

Allen D. Sapp

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CHAPTER I

STATEMENT OF THE PROBLEM

The purpose of this study is to analyze the scope, nature, and procedural steps in grievance clauses in law enforcement collective bargaining agreements in order to determine characteristics and relationships between types of grievance procedures and law enforcement union and department characteristics. The study is both descriptive and exploratory and is intended to develop basic propositions about the nature of law enforcement collective bargaining agreement grievance procedures and to systematically describe the contents and characteristics of the grievance and arbitration clauses in collective bargaining agreements.

Need

One of the major issues in law enforcement and police management today concerns the increasing unionization of law enforcement officers and the demand for formal labor contracts or memorandums of understanding developed through collective bargaining by members of police unions or associations and public management. Unionization and organization of police officers follows a trend that is evident throughout the public sector. As of October, 1976, more than 4,353,000 public sector state and local employees were members of 25,242 employee bargaining units (Bureau of Census, 1978).

At the state government level 51.8 percent of all full-time employees and 54.7 percent of local government police employees were members of employee organizations (Bureau of the Census, 1978).

The increase in police labor organizations results from a number of factors. Population growth, continuing urbanization, advancing technology, and an overall increase in the complexity of society contribute to changing demands for more and better police services. Police officers are required to perform more services amid changing concepts of the police role in our society (Goldstein, 1977). The police are increasingly demanding compensation commensurate with the complexity of their jobs and comparable with those private sector wages and salaries so often reported in the media. Rampant inflation and simultaneous tax relief demands have caught public officials in a budgetary squeeze that tends to result in lower salary increases for municipal and state employees. Reliance on antiquated wage scales and antiquated wage increase procedures that are often slow, cumbersome and provide for little or no input from workers acervate the problem (Stanley, 1972).

Concomitant with the problems of inadequate compensation procedures in the public sector is a highly visible series of gains made in the private sector by labor unions. Society in general has been more accepting of militancy, not only in labor movements, but in the area of civil rights,

teachers, students, and in Texas, state senators. Militant action, often of questionable legality, has achieved results where less controversial and more conventional means have failed.

All trends discussed above have, to varying degrees, contributed to police organizational activity directed toward improving wage and salary schedules, work conditions, and grievance procedures. These trends will increase the competition for manpower between the private and public sectors even as the demands for change in the focus of police work increase. Police employees will be armed with the weapons of collective bargaining and negotiation and will increasingly demand their share of benefits.

As a result, the most basic philosophies of police management will require review and adjustment. Personnel policies and practices of all types will increasingly become topics for bargaining and for grievances. Police employees are demanding, and getting, more specific and detailed procedures for handling grievances and more areas of the work conditions are subject of grievance procedures (Helsby & Joyner, 1971).

At the very heart of any labor contract or memorandum of understanding is the grievance clause which delineates the nature, scope, and resolution procedures for employee grievances. Grievance clauses in labor contracts provide the mechanism for on-going conflict resolution during the administration of the contract. Private sector management

and unions have long recognized the importance of grievance procedures while the public sector contracts have often opted for inclusion of existing civil services or merit system procedures (United States Department of Labor, 1974b).

The National Advisory Commission of Criminal Justice Standards and Goals (NAC) recommended that every police chief establish procedures to process employee grievance:

Every police chief executive should immediately acknowledge his responsibility to maintain effective employee relations and should develop policies and procedures to fulfill this responsibility... Every police chief executive should provide a grievance procedure for all police employees. (NAC, 1973, p. 447).

The Commission's recommendations for employee grievance procedures recognize the value of appropriate procedures as a management tool.

A system that allows police employees to resolve their grievances fairly and expeditiously can function within current police organizations; 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. (NAC, 1973, p. 450).

The public sector, and particularly police management, has had relatively little experience in labor negotiations and may make unnecessary and costly concessions to the more experienced labor negotiators, particularly in those cases where the labor organization is able to call upon

the services of experienced negotiators from national or state organizations.

Grievance procedures and clauses are potentially both the weapons of labor and the "salvation" of management. Labor may use poorly defined grievance clauses and procedures to "second-guess" almost every conceivable managerial action or decision. Management may use poorly defined grievance clauses to avoid resolution for damaging conflict inherent in the grievance clause and procedures.

Little research has been directed to the subject. Gilroy and Sincropi point out:

The dramatic growth in collective bargaining for public employees has escaped neither public nor scholarly attention. However, both laymen and scholars have focused their interest primarily on battles for representation, bargaining impasses, and other visible aspects of a developing bargaining relationship. The less obvious parts of public sector union-management relations, such as arrangements for handling grievances, largely have been ignored. (1972, p. 323)

Ulman and Begin (1970) noted that a complete survey of the literature through 1969 revealed only 12 articles on grievance resolution in the public sector. Gilroy and Sincropi (1972) found an additional 15 articles through July, 1971. Through 1976, an additional 19 articles have been devoted to public sector grievance procedures (United States Civil Service Commission, 1977). Andrews (1976) found only six (6) articles dealing with police grievance, only two (2) of which focused directly on grievance procedures as the central theme.

The problem and need for research in the area of grievance in the public sector has been stated by Gilroy and Sincropi:

The "state-of-the-art" regarding the field of dispute settlement procedures in public employment is one typical of any newly developing area. There are more questions than answers, more estimates than clear-cut data, more speculations than analyses, more sources than useful information (p. 2)...(T)here is still a dearth of empirical research. ...What has commanded the attention of most writers is categorized by some as theoretical but perhaps the bulk of these writings may be more appropriately labeled as speculative or merely opinion. (p. 55, 1972).

Analysis of grievance procedures is difficult because of a lack of commonalities in such procedures. Many labor contracts combine elements of pre-contract procedures, newly negotiated procedures, and various forms of review and action steps. Negotiated grievance procedures are intended, at least in the private sector, to be used only for the resolution of grievances that arise from either the application or the interpretation of the actual labor contract (Trotta, 1976). In police contracts, negotiated grievance procedures often are intermingled with agency grievance procedures and adverse personnel action appeals.

Adverse action procedures or appeals are used when an employee is fired, suspended, placed on furlough without pay, reduced in rank, reduced in pay, or otherwise adversely affected by a personnel action of the employing agency (Bureau of National Affairs, 1978). Agency grievance

procedures are intended to cover any form of employee dissatisfaction that can be resolved by the management of the agency. Both adverse action appeals and agency grievance procedures often require the application of series of steps leading to a final decision within the agency (Bureau of National Affairs, 1978). Negotiated grievance procedures may include provisions for arbitration as a final step. Arbitration may be voluntary, requiring the agreement of both parties, or mandatory, invoked by either party (United States Department of Labor, 1974).

Perhaps due to the relatively immature status of police labor bargaining, police contracts all too often contain mixtures of adverse action procedures, agency grievance and negotiated grievance procedures. As would be expected, such mixtures of procedures are subject to a great deal of criticism. Major complaints center about the overlap in the procedures, the multiplicity of procedures, and the narrowness of scope of the issues subject to the grievance procedure.

The most serious obstacles yet to be overcome appear to be the duplicative procedures which are the remnants of agency practices antedated the negotiated procedures. While the former procedures will no doubt be replaced by those which are negotiated, their traditional entrenchment presents a formidable challenge to collective bargaining (Gilroy & Sincropi, 1972, p. 65).

Problems of voluntary versus mandatory arbitration are compounded by legal restrictions on arbitration in many states (United States Department of Labor, 1976). The

Twentieth Century Fund Task Force on Labor Disputes recommends that the parties to collective bargaining be encouraged to adopt a formal grievance process including advisory or, where legally permissible, binding arbitration (1970).

Further recognition of the problems of grievance resolution is found in the Police Task Force report of the National Advisory Commission on Criminal Justice Standards and Goals.

Standard 18.3.6 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. [Emphasis added] (NAC, 1973, p. 458).

Justification for the Study

It can be clearly demonstrated that there is a lack of knowledge and concensus concerning the issues of grievance procedures and arbitration in major law enforcement collective bargaining agreements. While there has been considerable research and attention devoted to the various issues involved in the collective bargaining process within law enforcement, little of that research and attention has been directed toward the critical area involving grievance procedures and arbitration. This study will describe systematically the types and characteristics of the grievance mechanism in law enforcement collective bargaining agreements and help to fill the void in knowledge that

currently hinders both management and labor alike in the area of law enforcement labor negotiations.

Definition of Terms

The field of labor relations and collective bargaining utilizes terminology with unique meanings and applications. The public sector has adopted the terminology from the private sector despite some differences in labor relations in the two sectors. In order to establish a frame of reference and to provide for common understanding of the terminology, the following terms are defined. The terms and definitions are excerpted from the United States Department of Labor 1977 publication, Essentials of Collective Bargaining Negotiations.

Adverse action: A personnel action considered unfavorable to an employee. Includes discharges, suspension, furloughs without pay, and reductions in rank or compensation taken by agencies against their employees.

Agency: Any department or independent establishment of a political jurisdiction, including a government-owned or controlled corporation.

Arbitration: A dispute settlement procedure whereby parties involved in an impasse mutually agree to submit their differences to a third party for a final and binding decision. This procedure is also utilized in settling grievances which the parties cannot themselves resolve. The costs are usually equally shared by the parties.

Arbitration, advisory: A dispute settlement procedure whereby a neutral third party renders a decision that is intended to be final, but is subject to formal acceptance by the parties, particularly the government. Designed largely to avoid the "sovereignty problem" of government, it closely resembles fact-finding with recommendations, but is somewhat stronger.

Arbitration, compulsory: Arbitration compelled by order of a judicial body, law, or outside agency or, in rare instances, agreed to by prior agreement of the parties in a labor-management dispute.

Bargaining agent: The formally designated organization, generally a labor union, which represents employees seeking or having a collective bargaining agreement (contract). Its rights and obligations are defined by various federal, state, and local laws.

Bargaining unit: The group of employees, usually defined by the National Labor Relations Board or similar federal, state, or local agencies after a hearing and election, which a union seeks to represent as bargaining agent on wages, hours, and working conditions.

Collective bargaining: The performance of the mutual obligations of the public employer and the exclusive representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to wages, hours, and other terms and conditions of employment, except that by any such obligation neither party shall be compelled to agree to a proposal, or be required to make a concession. This process is regulated by the National Labor Relations Board, federal Executive Order 11491, and state and local laws.

Collective bargaining agreement or contract: A formal written agreement over wages, hours, and conditions of employment entered into between an employer or group of employers and one or more organizations or unions representing employees of the employers.

Collective negotiations: A term used in the public sector as a substitute for collective bargaining. It is established de facto or de jure by federal, state, and local legislation, administrative order, or practice. It differs from collective bargaining by not permitting the right to strike.

Conciliation: Efforts by third party, usually selected by a labor board or commission, toward the accommodation of opposing viewpoints in a labor dispute so as to effect a voluntary settlement.

Employee (or public employee): Any person employed by a public employer except elected and appointed officials and such other employees as may be excluded from coverage.

Employee organization: Any lawful association, labor organization, federation, council, brotherhood, or other organization of any kind in which employees participate and which exists for the primary purpose of dealing with employers concerning grievances, labor disputes, wages, hours, and other terms and conditions of employment of employees.

Fact-finding: Identification of the major issues in a particular impasse, review of the positions of the parties and resolution of factual differences by one or more impartial fact-finders, and the making of recommendations for settlement of the impasse.

Fact-finding boards: Agencies appointed, usually by a government official, to determine facts and make recommendations in major disputes.

Grievance: An employee complaint; an allegation by an employee, union, or employer that a collective bargaining contract has been violated.

Grievance committee: Committee designated by a union to meet periodically with the management to discuss grievances that have accumulated.

Grievance Procedure: Typically a formal plan, specified in a collective agreement, which provides for adjustment of grievances through discussions at progressively higher levels of authority in management and the employee organization, usually culminating in arbitration if necessary. Formal plans may also be found in companies and public agencies in which there is no organization to represent employees.

Labor contract: See Collective Bargaining contract.

Labor dispute: A controversy involving persons in the same occupations or having interest therein or who work for the same employer or employees or who are members of the same or an affiliated union.

Labor-management relations: A general term that refers to the formal and informal dealings and agreements between employees or employee organizations and managers.

Labor relations board: Quasi-judicial agency set up under national or state labor relations acts whose duty it is to issue and adjudicate complaints alleging unfair labor practices; to require such practices to be stopped; and to certify bargaining agents for employees in dealing with employers.

Management: The group directing and controlling employees, including supervisors with effective power to hire and fire.

Mediation: Third-party nonbinding, usually noncompulsory, intervention and assistance by a public mediation agency to facilitate a reconciliation of an impasse between employers and employees, or otherwise to initiate, continue, resume, or bring about collective bargaining negotiations between these parties. Generally invoked upon request of both parties, it may be initiated by a public mediation agency on its own motion or authority. Mediation involves interpretation, suggestion, or advice on resolving impasses. It differs from conciliation in that the mediator makes proposals for settlement of the dispute that have not been made or considered by either party.

Negotiable: Matters of principle, policy, and practice relating to wages, hours, and other conditions and terms of employment which the parties agree they can discuss and about which they can bargain.

Nonnegotiable issue or item: A principle, policy, or practice which either party contends cannot be discussed or bargained in the course of collective bargaining negotiations.

Pact: A union contract.

Personnel action: The process necessary to appoint, to remove, or to make other personnel changes.

Probationary employee: A worker on trial basis for specified period.

Probationary period: Trial period which is regarded as a final and highly significant step in the examining process. It provides the final and indispensable test, that of actual performance on the job, which no preliminary testing methods can approach in validity. It is at this stage that the probationary employee may be released without undue formality or right to appeal.

Public employer: The President of the United States in the case of the Federal Government, the governor in the case of a state, the mayor in the case of a city, the county executive in the case of counties, the board of education in the case of a department of education, the board of regents in the case of a university, and any individual who represents one of these employers or acts in their interest in dealing with public employees.

Public member: In a tripartite fact-finding, dispute settlement, or other similar purpose board, it is the member not representing either the employees or the employer.

Reassignment: The change of an employee, while serving continuously within the same agency, from one position to another without promotion or demotion.

Reprimand: A formal letter of official censure. It is disciplinary action less severe than a discharge.

Scope of bargaining: The universe of issues included in collective bargaining negotiations.

Shop steward: A person designated by a specific group of union members to represent them and the union in grievance matters and other employment conditions; sometimes called a committeeman.

Supervisory employee: Any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Suspension: For disciplinary purposes, placing an employee in a nonpay, nonduty status.

Research Questions

This study seeks the answers to two basic research questions:

- 1) Are there significant relationships between the attributes of grievance proceedings in law enforcement collective bargaining agreements and various characteristics of the law enforcement agency?
- 2) Are there significant relationships between the attributes of grievance proceedings in law enforcement collective bargaining agreements and the characteristics of the jurisdiction wherein that agreement was negotiated?

Overview

The five chapters following include a review of the literature in the area of law enforcement collective bargaining with major emphasis on grievance procedures and arbitration in Chapter II. The methodology used in the research is discussed in Chapter III. Chapter IV contains the quantitative analyses of the findings and results while Chapter V is a descriptive analysis of grievance clause contents. The final chapter briefly summarizes the research, discusses the significance of the various findings, and includes recommendations for future research.

CHAPTER II

REVIEW OF THE LITERATURE

Labor Unions

The development of labor unions is closely tied to the history of freedom and democracy in the United States. Unions developed initially as benevolent societies, "primarily to provide members and their families with financial assistance in the event of serious illness, debt, or death of the wage earner" (United States Department of Labor, 1976, p. 1). Public employee unionism began in the 1830's when public employees, in small numbers, joined private sector labor organizations (Dulles, 1960). Police unionism had its roots in police social clubs organized primarily for fraternal and benevolent purposes in the 1840's (Hilligan, 1973).

Labor unions have evolved from these often humble and short lived associations, benevolent societies and social and fraternal clubs. Today, "labor union" is a term with diverse connotations. Smith (1975) defines labor unions as "any organization which represents or seeks to represent employees for the purpose of discussing with management or employers matters relevant to wages, hours, working conditions and other terms of employment" (p. 24). Davis (1977) points out that "a labor union is an association of employees for the primary purpose of influencing their employer's decisions about their conditions of employment" (p. 25). Both Smith

and Davis focus on the union as an organization or association with the purpose directed toward improvements in work related issues. In contrast, Bakke (1977) sees the union as "a pressure organization originating in the desire on the part of a group of people with relatively little power to influence the action of a group with relatively more power" (p.22). Hoxie (1921) suggests that unions must be viewed from a "socio-psychological interpretation" (p. 56) involving the total environment - economic, political, social, and traditional - in which unions arise. He adds that the "subjective factor" (p. 66) involving temperament, attitudes, ideals, and values must also be evaluated. For Hoxie, a labor union is a complex organization made up of individuals which form a "group psychology" and seek "group action" (p. 67).

All of these definitions and discussions about labor unions involve group or organizational goals, intentions and purposes. The central concept of a purpose for a labor union or employee organization is all too often stated in purely economical terms (Perlman, 1937). The motivations of the many individuals that make up a labor organization go far beyond the question of dollars.

Bakke (1945) summarized several years of research, conducted at Yale University, that sought the answer to the question of why workers join, or do not join, unions? He suggests that "the goals of workers do not differ in type from those motivating other groups in society" (p. 3)

and delineates the following goals for joining unions:

- A. The society and respect of other people.
- B. The degree of creature comforts and economic security possessed by the most favored of his customary associates.
- C. Independence in and control over his own affairs.
- D. Understanding of the forces and factors at work in his world.
- E. Integrity. (pp. 3-4)

This research indicates that economical factors are only partial explainers of union membership.

Davis (1977) argues that workers join unions in order to have economic, social, and psychological needs fulfilled, an argument that basically is in agreement with Bakke's earlier works.

Public sector unions differ somewhat from private sector unions in terms of types of organizational structure and purpose although there are far more similarities than differences.

Evolution of Public Sector Unionism

Unionism in the public sector was first evidenced in the United States in the 1830's when individual workers employed by public agencies joined their counterparts in the private sector (Dulles, 1960). The combination of a severely depressed economy and waves of immigrants, willing to work cheaply, created labor market conditions too severe for unions to survive from 1837 to 1850 (Sloane & Whitney,

1977). The economic recovery of 1850 gave impetus to the overall labor union movement and union membership began a period of growth that was almost unchecked until the 1960's (Sloane & Whitney, 1977).

Public sector unions in the areas of sanitation, fire, teachers, and police followed the private sector craft union models. In 1902 the first union of street cleaners and garbage collectors was organized in New York City (O'Neill, 1971). In that same year, the Chicago Teachers Federation turned its attention to salary and conditions of work and began to function more as a union than a professional association. Firefighters began to organize benevolent and fraternal clubs and societies as early as the 1880's and in 1903 Pittsburgh firemen became the first such group to join the American Federation of Labor (AFL) (O'Neill, 1971). However, little real growth occurred in the public sector until the 1930's when the American Federation of State, County, and Municipal Employees (AFSCME) was organized. By 1945 AFSCME had some 61,000 members. In the ten years from 1959 to 1969, AFSCME's membership jumped from 180,000 to 425,000 (Cayer, 1975).

The decade of the 1960's had a political environment that was most favorable to joint public employee action. In 1969 the International Association of Firefighters had 131,000 members and the American Federation of Teachers counted 175,000 members. Thousands of other public sector employees were members of employee organizations or unions in 1969. (Cayer, 1975).

John H. Burpo (1974) states that the demand for more productivity from public sector employees led to an understanding by public administrators that an optimally productive public service could only be achieved if the public sector competed actively with the private sector for high quality employees. The necessity for such competitive employment practices provided incentives for increased benefits and improved working conditions. The growth of public sector unionism was, perhaps, inevitable under such competitive conditions. Even as public sector unionism evolved, law enforcement unionism was developing.

Parallels in Law Enforcement Unionism

Hilligan (1973) describes the history of law enforcement unionism as that of four basic periods: pre-1919, 1919, 1919-1960 and 1960 to the present. Police labor conditions prior to 1919 were similar to conditions prevalent in unskilled occupations. Work-weeks ranged up to as much as 98 hours and working conditions in station houses often were intolerable (O'Neill, 1971). Prior to 1919, police benevolent and fraternal organizations served as the focal point for police labor demands although in no way could such organizations be deemed labor unions (Hilligan, 1973).

As early as 1897, the Cleveland, Ohio Police Association petitioned the American Federation of Labor (AFL) for a local union charter. However, no formal police union was recognized until 1919. In refusing the 1897 Cleveland application, the AFL Executive Committee stated, "It is not within the province of the trade union movement to especially organize policemen, no more than to organize militiamen, as both police and militiamen are often controlled by forces inimical to the labor movement" (O'Neill, 1971).

However, the AFL granted police union charters in 1919 for the first time. One of those first charters went to the Boston Social Club, a police benevolent association. In September, 1919, over 1100 Boston policemen went on strike over issues of higher wages and better working conditions (International Association of Chiefs of Police, 1958). The strike was broken by the militia and the striking officers were fired for participating in the strike. The Boston Police Strike has lasting effects on police unionism. Public opinion was almost totally negative toward the strike.

Influential public leaders condemned the police officers and the strike in no uncertain terms. President Woodrow Wilson summarized the general concern:

A strike of policemen of a great city, leaving that city at the mercy of an army of thugs, is a crime against civilization. In my judgement, the obligation of a policeman is as sacred and direct as the obligation of a soldier. He is a public servant, not a private employee, and the whole honor of the community is in his hands. He has no right to prefer any private advantage to the public safety. (Ziskind, 1940, p. 47).

The public response to the Boston Police strike caused an almost total halt to police unionism for nearly twenty years (Hilligan, 1973). The police union movement began a slow recovery in the 1940's but little was accomplished until the 1960's. Several police unions were formed during the 1919-1960 period but few survived and little or not action or results could be directly attributed to union activities (Smith, 1975).

Hilligan (1973) points out that 1960 has no particular significance as a milepost in police unionism except that it marked the beginning of a decade of increasing militancy throughout society. During the decade of the 1960's police turned more toward trade union tactics instead of relying on improvement of their status without recourse to unionization. Such union tactics as work slowdowns, strikes, and other job actions were increasingly employed by police (Ray, 1977). According to Juris and Feuille (1973), police unions began to embrace traditional labor union tactics and goals. Police are the largest single group of local public employees (Hewitt, 1977) and law enforcement is a labor intensive field (Odoni, 1977).

The proliferation of labor unions and associations in law enforcement is a well-established and growing trend that is likely to be permanent (Morgan & Korstad, 1976). If public management is to cope with the impact of collective bargaining, the unique aspects of law enforcement collective bargaining must be understood.

Unique Aspects of Law Enforcement Collective Bargaining

There are far more similarities between private and public sector unionism and between law enforcement and other public sector unions than differences (Halpern, 1974). However, police officers are exposed to unique stress producing factors that may be reflected in their collective bargaining demands and negotiations. Law enforcement officers who are told they are, or should be, professionals demand a say in what duties are performed and how they are performed (Halpern, 1974).

Eisenberg (1975) lists six stress producing sources within the law enforcement occupation. He includes the characteristics and practices that are intraorganizational, interorganizational, criminal justice system, and public. Intraorganizational characteristics include phenomenon such as poor supervision, inadequate promotion or rewards, poor and offensive policies, poor and inadequate equipment. Interorganizational characteristics that are stress producing include such factors as judicial isolation, lack

of career development opportunities, and lack of lateral movement. The preoccupation with street crime, poor judicial management, unpopular judicial decisions, and ineffectiveness of corrections are stress producers arising from the characteristics of the criminal justice system. Public attitudes, opinions, and low regard for police are among the characteristics of the public that produce stress in law enforcement work.

Eisenberg (1973) also points out the stress inherent in police work itself: The danger, adverse work schedules, isolation, and sense of uselessness. Finally, Eisenberg (1973) discusses the police officer as bringing stress producing factors into the equation. All of these factors cause problems in labor-management relations and are likely to be reflected in collective bargaining demands, although the actual underlying stress factor or factors may not be identified along with the demand.

Police unions are faced with a number of problems when they engage in collective bargaining and negotiations. Public officials must attempt to balance decisions based on taxes, services, wages and employment with the realities of a political system which operates largely as a function of the extent to which voters and taxpayers are satisfied with the performance of the officials (Victor, 1977). Neither the public nor many public officials fully grasp the complexities

of the police role and officials are fairly ignorant of the public employee's lot (Hewitt, 1977). Apathetic and unenlightened public officials fail to recognize the need for basic bargaining strategies and fail to appropriately utilize available resources in negotiations (Olmos, 1975).

Juris (1971) notes that police unionism is "first and foremost an organization of salaried employees in a large bureaucracy" (p. 231). The police union is concerned with the economic well-being, security, and safety of its members and is equally concerned with responding to management's insistence on efficiency of operations and retention of authority. Police unionism provides a forum, similar to any professional organization, that allows its members to express opinions about the nature of law enforcement in society (Juris, 1971).

Grievance Procedures

Writing for the Court in 1960, Supreme Court Justice William O. Douglas identified the grievance clause as "a part of the continuous collective bargaining process" and as "a vehicle by which meaning and intent are given to the collective bargaining agreement" [United Steelworkers of America v. Warrior and Gulf Navigation, 363 U.S. 574, (1960)].

The grievance procedure serves a number of diverse purposes in a collective bargaining relationship (Dunlop & Healy, 1955). The major purpose of a grievance procedure is to provide a means of resolving conflicts over the application and the interpretation of the collective bargaining agreement.

Problems...are handled and settled through the grievance procedure of the labor contract. The grievance procedure provides an orderly system whereby the employer and the union can determine whether or not the contract has, in effect, been violated. Only a comparatively small number of violations involve willful disregard of the terms of the collective bargaining agreement. More frequently, employers or unions pursue a course of conduct, alleged to be a violation of the collective bargaining agreement, that the party honestly believes to conform with its terms. In any event, the grievance procedure provides the mechanism whereby the truth of the matter will be revealed. Through it, the parties have an opportunity to determine whether or not the contract has actually been violated. Such a peaceful procedure, of course, is infinitely superior to a system that would permit the enforcement of the contract through the harsh arbitrant of the strike or lockout (Sloane & Witney, 1977, pp. 218-219).

Dunlop and Healy (1955) discuss the grievance procedure as a "channel of communication" and as "a device by which information is channeled both ways between the top and the bottom of the hierarchy" (p. 79). They also note that the grievance procedure may be used to identify problems and difficulties that arise in labor and management relations.

The grievance procedure provides a mechanism whereby every employee may receive rapid and fair consideration of their complaints. Small problems can be resolved and settled before they become major problems. Serious problems can be identified and resolved and the rights of employers, employees, and unions assured through the proper use of the grievance procedure (Sloane & Whitney, 1977, pp. 223-224).

Grievance and discipline are often interrelated in collective bargaining agreements. Public sector grievance procedures have begun to supplant civil service procedures and the trend is clearly away from agency and civil service commission appeals to those negotiated and delineated in the collective bargaining agreement (Stanley, 1972). Despite the increase in the use of negotiated grievance procedures, Begin (1969) finds that such procedures tend to be narrower than in the private sector, although he does find some exceptions.

Begin (1969) notes that public sector grievances were fewer than in the private sector. He speculates that some of the reasons might include:

- 1) limitations on the scope of collective bargaining in the public sector;
- 2) limitations on the definition of a grievance in public sector collective bargaining agreements;
- 3) limitations on the negotiated grievance procedure;
- 4) a generally lower level of conflict in the public sector than in the private;

- 5) the presence of alternative appeals channels such as civil service or merit service commissions;
- 6) the relative immaturity of the labor-management relationship under collective bargaining in the public sector; and,
- 7) inexperienced and untrained local union officials (pp. 24-28, 230, 236-237).

The possible reasons suggested by Begin may be related to the overall complexities of the collective bargaining process.

The United States Department of Labor discusses the affects of collective bargaining on the overall grievance process in terms of four related features that are added to the basic grievance concept by the collective negotiations and bargaining involved in labor relations.

First, the collective bargaining contract, while it drastically limits the area of legitimate complaints by establishing the basic conditions of employment and rules for day-to-day administration deemed to be fair by mutual agreement, at the same time may create a source of grievances and disagreements through ambiguities of language and omissions, as do changing circumstances and violations. Second, the union is recognized and accepted as the spokesman for the aggrieved worker, and an inability to agree on a resolution of the issue becomes a dispute between union and management. Third, because an unresolved grievance becomes a union-management dispute, a way ultimately must be found to reach settlements short of a strike or lockout or substitutes for such actions. Final and binding arbitration is the principal means to this end. Fourth, the process of adjusting grievances and grievance disputes is itself defined in the agreement, and, along with other aspects of collective bargaining, tends to become increasingly formal (1964, p. 1).

Administrators of public agencies are beginning to realize the value of the grievance procedure as a means of reducing problems and forestalling labor difficulties. A number of writers make the observation that proper attention to grievances pays dividends in labor-management relations. Along with the call for more attention to grievances, writers in the field point out the growing trend in the public sector in the use of arbitration as a final step in grievance processing and resolution (cf: Ayres, 1977; Burpo, 1976; Giovannini & Moynahan, 1976; Gordon, 1975; Ingleburger & Angell, 1971; Leggat, 1976; Mielke, 1973; and Pedersen, 1976).

Arbitration

Most private sector collective bargaining agreements provide for arbitration as the terminal step in grievance procedures. Use of arbitration is becoming more prevalent in the public sector as well (Ullman & Begin, 1970). The U.S. Department of Labor (1974a) has noted several benefits of the use of arbitration:

First, arbitration is much more expeditious than resort to the courts (p. 2)...Second, arbitration is less expensive than resort to the courts (p. 3)...Third, experience has shown that arbitration by experts in the field results in more equitable resolution of disputes than decisions by judges... (p. 3)...Fourth, in contrast to the traditional availability of appeals to Civil Service Commissions and State Boards of Education, arbitration provides for final decisions by individuals designated by the joint action of the parties, rather than decisions made solely by the employer or its designees (p. 3). ...Fifth, arbitration permits the continuation of work by employees during normal processing of the dispute. (p. 3).

Nichols (1972) notes that the use of formalized grievance procedures and arbitration has significantly reduced the possibility of police strikes. He suggests that major strikes will be unlikely since arbitration serves as an alternative to the strike. Fisher and Stapek (1978) state that a combination of mediation and arbitration has been generally accepted by both labor and management in Canada.

Arbitration is not without its disadvantages and limitations. Arbitration can be costly and it can be abused by either labor or management as a tool of harassment. Either side may push issues that could be resolved through to arbitration solely as harassment. In order for the process of arbitration to be completely effective, management and labor must accept the concept of arbitration as worthwhile. Arbitration requires arbitrators with proven skills and capabilities (Fisher & Stapek, 1978). A limitation of arbitration is its insularity from legitimate political pressures. Because arbitration is essentially a private proceeding, the decision-making process is removed from the elected representatives of the people (U.S. Department of Labor, 1974a).

A major limitation of arbitration is found in the tendency to increasingly "legalize" the proceedings:

[T]here has been a tendency toward excessive legalism to the detriment of the informality and speed of private sector arbitration; this may be an even greater handicap in the public sector when the new collective bargaining atmosphere is geared toward heavy reliance on procedure and may lead to routine use of lawyers, transcripts, and post-hearing briefs. This inevitably means a slower, less effective and more expensive procedure of dispute resolution (U.S. Department of Labor, 1974a, p. 3).

Arbitration can be used excessively and is most effective when used sparingly (Davey, 1955). To insure the proper use of arbitration requires a conscious effort on the part of both labor and management to resolve grievances before reaching arbitration and to avoid "the political or face-saving type of grievance" (Davey, 1955, p. 89).

A final point should be noted about arbitration. Even though arbitration is said to be final and binding under many collective bargaining agreements, the arbitrator's decision may not be fully accepted by either side. One or both of the parties may press their demands in the face of an arbitration decision. The strike of the police in Montreal in 1969 was in defiance of a final and binding arbitration award (U.S. Department of Labor, 1974b).

The literature on law enforcement grievance procedures and arbitration is extremely sparse, as noted in Chapter 1. The only work done to date is the National Management Survey of almost 100 jurisdictions produced by the Police Executive Research Forum (PERF) in 1978. In that study by Rynecki, Cairns and Cairns, grievance clauses were categorized as "narrow, limited, broad, and not defined"

(1978, p. 15). Grievance procedures categorized as narrow were those wherein grievances were defined "in such a manner as to limit them to a relatively narrow set of circumstances" (p. 15). Rynecki, et al found that "about 9 percent" of the agreements they studied were defined as "narrow" in scope.

The PERF study indicates that "about 60 percent of the contracts defined a grievance in limited terms" and "about 25 percent of the agreements defined a grievance in broad or general terms" (p. 16). The authors note that a "broad definition includes noncontract matters" (p. 16). An additional five percent of the contracts analyzed in the PERF study did not define grievances.

In addition to grievance definition, Rynecki and his associates reviewed grievance time limits (p. 17), steps in the grievance procedure (p. 18), processing grievances on employer time (p. 18), and the "final step" in the grievance procedure (pp. 18-21). They noted that almost 84 percent of the agreements called for the original filing of a grievance within a specified time period (p. 17). About five percent required that all grievance processing be done on the employee's personal time (p. 18). The remainder permit at least some of the processing to be done on employer time (p. 18). The study found that almost "94 percent of the grievance procedures studied provided for an oral first step" (p. 18) and that the number of steps in grievance procedures "varies from a high of six to a low of two" (p. 18).

The PERF study reports that "more than 75 percent of the police contracts studied provide for binding arbitration by a neutral third party" (p. 19). About four percent utilize advisory arbitration (p. 19). The authors note that either the police chief or the city manager is the final authority in about 10 percent of the contracts in their study (p. 19).

A major study of grievance procedures in the private sector was made by the United States Department of Labor in 1963-1964 and included analysis of 1,717 major collective bargaining agreements collected from employers with 1,000 or more employees (U.S. Department of Labor, 1964). That research, while not directly related to either the public sector or law enforcement, serves as the model for Chapter V of this study.

The Sample

The data for this study were collected by the staff of the Criminal Justice Human Resources Planning Project at the Institute of Contemporary Corrections and the Behavioral Sciences at Sam Houston State University. The project involves the collection of data of several types, organization of the data, and development of an on-line computer system for criminal justice human resources planning and management. Requests for copies of current collective bargaining agreements were mailed to 677 law enforcement agencies. All of the law enforcement agencies, state, county, and municipal, with 100 or more employees as listed in the Crime in the United States (Kelley, 1977) were included in the survey population. The cutoff number of 100 employees was arbitrarily selected to limit the survey to those agencies of "significant" size.

Variables Used in the Study

The first variable for this study is the type of grievance procedure specified in the individual collective bargaining agreement. A typology of grievance procedures is developed to depict the variance in this part of the grievance process. The typology is designed in such a way as to create exclusive categories based on the routing of the grievance and

the final disposition of the grievance.

A second variable is the presence (or absence) of arbitration and the type of arbitration provided for in the law enforcement collective bargaining agreement. This variable is classified as to the requirement for arbitration in the grievance procedure and then further classified by the type of arbitration specified--voluntary or mandatory.

Voluntary arbitration is operationally defined as "requiring the agreement of either of the parties to submit a grievance to a neutral arbitrator for a final decision." Mandatory arbitration is operationally defined as "a requirement that final step resolution by a third party is compulsory."

The neutral's findings may be final and binding or may be merely advisory.

The third variable is the scope of grievance topics. A typology is developed that provides for all the possible permutations of negotiated procedures, agency administrative procedures, and adverse actions previously discussed in Chapter I. Mutually exclusive and inclusive categories will be defined for the variable of grievance scope.

The additional variables enumerated below were selected on the basis of their face contribution to the grievance procedure process. The paucity of prior research in this area precludes selection and inclusion of variables previously validated and similarly precludes theoretically based variables.

Since collective bargaining is relatively new and recent in law enforcement labor relations, it is expected that grievance procedures will differ among state police agencies (where state laws may shape procedures), county sheriff's departments (where county ordinances and the presence of a corrections component may affect selection of procedures), and city or municipal police departments (where city ordinances, type of city government, and relationships with county agencies may cause variations in the procedures). Thus, the type of law enforcement agency is expected to account for some of the variance in procedures used for grievance processing and is included as a variable.

A number of different labor organizations, some local, some statewide, and some national, represent law enforcement personnel. These organizations bring to the negotiating table varying degrees of expertise and experience in collective bargaining and may have differing expectations for the outcome of bargaining. It is expected that there will be differences in the type of grievance procedures in the collective bargaining agreements negotiated by such differing organizations. Therefore, type of labor organization is a variable included.

Since it is felt that law enforcement agencies in geographically similar locations may reflect similarities in the grievance process, U.S. Bureau of the Census regions and the Law Enforcement Assistance Administration (LEAA) regions are included as study variables.

Estimates of the population as of 1975 provided by U.S. Bureau of the Census are used to classify jurisdictions of similar sizes. The Census Bureau population groupings are used in the study (U.S. Bureau of the Census, 1972).

The larger the law enforcement agency, the more complex the administration of that agency. It is expected that the larger law enforcement agencies will have more detailed grievance procedures. Based upon this expectation, agency size, in numbers of police employees, is included as a study variable. Data for this variable are extracted from the Uniform Crime Reports.

A final variable is the type of government. Since varied forms of city, county, and state governments are found throughout the United States, it is believed that the differences in government type may be related to the grievance process adopted through collective bargaining. U.S. Census data are the source for this variable. Figure 1 presents a compilation of the variables included in the study and the levels of each variable.

Types of Grievance Procedure

Internal Agency Only
 Internal and Voluntary Arbitration
 Internal and External Only
 Internal-external and Voluntary Arbitration
 External Only
 Internal and Mandatory Arbitration
 Internal-external and Mandatory Arbitration
 Branching or Choice of Procedures
 Review Board
 None Specified

Type of Grievance Scope Topics

Negotiated Topics Only
 Agency Administrative Topics Only
 Negotiated Topics and Agency Administrative Topics
 Negotiated Topics and Adverse Actions
 Administrative Topics and Adverse Actions
 Negotiated, Administrative, and Adverse Actions
 Not Specified

Type of Law Enforcement Agency

State Police
 County Sheriff Department
 Municipal Police Department

Type of Labor Organization

Local Association
 Teamsters Union
 Fraternal Order of Police
 Policemen's Benevolent and Protective Association
 American Federation of State, County and Municipal Employers (AFL/CIO)
 State Employees Organization
 International Union of Operating Engineers (AFL/CIO)
 Police Benevolent Association
 International Union of Police Officers (AFL/CIO)

Figure 1. Variables and Levels of Variables Included in this Study.

Type of Labor Organization (continued)

Office and Professional Employees Union (AFL/CIO)
 National Association of Government Employees
 International Federation of Professional and
 Technical Engineers (AFL/CIO)
 International Brotherhood of Police Officers
 Service Employees International Union (AFL/CIO)
 Transportation, Technical Warehouse Industrial and
 Service Employees Union (AFL/CIO)

LEAA Region

Regions 1 - 10

U.S. Census Regions

Northeast Region
 North Central Region
 South Region
 West Region

U.S. Census Population Group

Seven population groups from 20,000 to 1,000,000 or more

Department or Agency Size

Fourteen groups from 100 to 20,000 or more

Type of Government

State Government
 County Government
 Council - Manager
 Mayor - Council
 Commission
 Other

Figure 1. (continued) Variables and Levels of Variables
 Included in this Study.

Type of Arbitration

Voluntary Binding
 Mandatory Binding
 Advisory Only
 None

Figure 1. (continued). Variables and Levels of Variables
 Included in this Study.

Research Questions

The research questions to be answered in this study
 are as follows:

- 1) Are there significant relationships between the attributes of grievance proceedings in law enforcement collective bargaining agreements and the characteristics of the law enforcement agency?
- 2) Are there significant relationships between the attributes of grievance proceedings in law enforcement collective bargaining agreements and the characteristics of the jurisdiction?

Several levels of analysis are performed to test for the presence of relationships and the strength of the relationships.

Analysis of the Data

Factor analysis will be used to identify relationships among the variables in order to aid in identifying new variables for future studies. Factor analysis is most appropriate for the level of analysis in this exploratory study.

The single most distinctive characteristic of factor analysis is its data-reduction capability. Given an array of correlation coefficients for a set of variables, factor analytic techniques allow us to see whether some underlying pattern of relationships exist such that the data may be "rearranged" or "reduced" to a smaller set of factors or components that may be taken as source variables accounting for the observed interrelations in the data. (Author's emphasis, Kim, 1975, p. 469).

Kim (1975) also notes that factor analysis permits "exploratory uses - the exploration and reduction of patterning of variables with a view to the discovery of new concepts and a possible reduction of data" (p. 469). He goes on to note that factor analysis may be used as "a measuring device - the construction of indices to be used as new variables in later analyses" (p. 469).

Kerlinger discusses factor analysis in these terms:

Factor analysis serves the cause of scientific parsimony. Generally speaking, if the two tests measure the same thing, the scores obtained from them can be added together. If, on the other hand, the two tests do not measure the same thing, their scores cannot be added together. Factor analysis tells us, in effect, what tests or measures can be added and studied together rather than separately. It thus limits the variables with which the scientist must cope. It also (hopefully) helps the scientist to locate and identify unities or fundamental properties in underlying tests or measures. (1964, p. 650).

Kerlinger also points out that "a factor is a construct, a hypothetical entity that is assumed to underlie tests and test performance" (1964, p. 650) and "a large portion of

scientific research effort has been devoted to what might be called construct investigation or construct validation. This requires factor analysis" (1964, p. 681).

In later writings, Kerlinger and Pedhazur state:

Factor analysis' basic purpose is to discover unities or factors among many variables and thus to reduce many variables, usually without independent and dependent variable structure, by showing their basic structure, how they are similar, how they are different. In addition, the factor analyst almost always seeks to name the components of the structure, the underlying unities or factors. This is a deep and important scientific purpose. The analyst can literally discover categories, unities, and variables. (1973, p. 364).

The analysis in this study will be R-type factor analysis, based on correlations between variables. The factor comparisons are based on rotated orthogonal factor matrix methods. The basic principle here is to rotate the combination of the variables in such a way as to determine the combination of the variables that load the highest on one factor and load the least (ideally near zero) on all other factors. Harmon (1967, pp. 86-87) shows that each variable in the coefficient matrix is treated, in turn, as a dependent variable and the coefficient of determination (R^2) is calculated between this variable and all other variables in the matrix as independent variables. This process is repeated and all of the resulting R^2 or "squared multiple correlations" are then put in the equation before factoring. This rotation of variables provides the "best possible estimates" (Guttman, 1956).

Interpretation of the Results

Factors derived from the analysis are examined critically and named for future use. A correlation matrix is provided along with the rotated factor matrix. Appropriate tables and narrative are presented in Chapter IV.

CHAPTER IV FINDINGS AND RESULTS

The findings and results presented in this chapter are drawn from an analysis of 289 law enforcement collective bargaining agreements. The agreements analyzed included those from state police agencies, county sheriff departments, and municipal police departments. Appendix A lists the titles of the collective bargaining agreements used in this study.

Characteristics of the Respondents

All state police agencies in the United States, 169 of the county sheriff departments, and 459 municipal police departments were included in the sample. As reflected in Table 1, the overall return rate was 73.6 percent. Of the responding agencies, 65.1 percent currently have a collective bargaining agreement in force.

A total of 289 collective bargaining agreements, including formal contracts and memorandums of understanding, were included in the analyses in this study. Thirty-five of the returns were not used. Of the 35, 27 agencies were renegotiating contracts and agreements and operating without a current agreement although copies of the expired agreement were obtained. Eight agencies who reported operating under a collective bargaining agreement either failed to provide a

copy or provided illegible or incomplete copies. Thus the final sample used represented 89.0 percent of the agencies reporting collective bargaining agreements in force.

TABLE 1
Return Rate

Type Agency	Number	Returns (%)	Collective Bargaining Agreements (%) (1)
State Police	49 (2)	45 (91.8)	14 (31.1)
County Sheriff Departments	169	105 (62.1)	65 (61.9)
Municipal Police Departments	459	348 (75.8)	245 (70.4)
Total	677	498 (73.6)	324 (65.1)

(1) Percentage of respondents with collective bargaining agreements in force.

(2) Hawaii does not have a state police agency.

The distribution of the 289 collective bargaining agreements by type of law enforcement agency is depicted in Table 2.

TABLE 2
Distribution of Respondents By Type of Law Enforcement Agency

Type of Agency	Number	Percentage
State Police	14	4.8
County Sheriff	55	23.9
Municipal Police	220	73.1
Total	289	100.0

When compared to the number of agencies of each type in the original sample, the state police agencies are slightly underrepresented (4.8 percent of the contracts analyzed and 7.0% of the original sample) and municipal police departments are slightly overrepresented (73.1 percent of the agreements used in the study and only 68.0 percent of the original sample). Sheriff Departments are representative (23.9 percent and 25 percent).

The states of California, New Jersey, Florida, Michigan, and Connecticut account for nearly one-half (45.0 percent) of all of the collective bargaining agreements studied with the States of California (20.8 percent) and New Jersey (10.4 percent) accounting for nearly a third. Of the fifty states, 39 are represented in the sample with at least one or more agreement. Table 3 provides data on the distribution of the agreements by state.

TABLE 3

Distribution of Collective Bargaining Agreements by State

State	Number	Percentage	State	Number	Percentage
Alaska	1	.3	Nebraska	1	.3
Arizona	1	.3	Nevada	3	1.0
California	60	20.8	New Hampshire	1	.3
Colorado	1	.3	New Jersey	30	10.4
Connecticut	14	4.8	New Mexico	2	.7
Delaware	2	.7	New York	14	4.8
Florida	17	5.9	Ohio	11	3.8
Hawaii	3	1.0	Oklahoma	5	1.7
Illinois	7	2.4	Oregon	4	1.4
Indiana	3	1.0	Pennsylvania	12	4.2
Iowa	8	2.8	Rhode Island	5	1.7
Kansas	2	.7	Tennessee	2	.7
Kentucky	2	.7	Texas	4	1.4
Louisiana	2	.7	Utah	1	.3
Maine	1	.3	Vermont	1	.3
Maryland	4	1.4	Washington	9	3.1
Massachusetts	11	3.8	West Virginia	1	.3
Michigan	26	9.0	Wisconsin	11	3.8
Minnesota	5	1.7	Wyoming	1	.3
Montana	1	.3			

Table 4 shows the distribution of the collective bargaining agreements by United States Census Region. The Northeast region and the West region provided the majority of the agreements while the South region provided the least. These results were expected since the leading regions have long exceeded the South in overall unionization, a fact that is mirrored in the law enforcement unionization area.

TABLE 4
Distribution of Collective Bargaining Agreements
by U.S. Census Region

Census Region/States	Number	Percentage
Northeast Region (Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont)	90	31.3
North Central Region (Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin)	75	26.0
South Region (Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia)	38	13.1
West Region (Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming)	86	29.8
Total	289	100.0

Distribution of the collective bargaining agreements by LEAA region is shown in Table 5. Regions 5 and 9, encompassing six midwestern states and four western states, provided 44.9 percent of the agreements.

Table 6 reflects the distribution of the collective bargaining agreements by U.S. Census population groups. Slightly over one-third of the agreements were from cities or counties with populations between 50,000 and 99,999. The distribution of the agreements by population group resembles the overall distribution of U.S. cities and counties with the larger cities, those of 500,000 or more, slightly overrepresented. Note that the 14 states included in this study were omitted from the population group analysis to more accurately demonstrate the distribution by population.

The council manager form of city government was the most prevalent among the cities studied. Mayor-council governments were the next most noted form. Table 7 depicts the breakdown by government type. State and county government type was used because of the great similarities among these jurisdictions in actual government operation.

TABLE 5

Distribution of Collective Bargaining Agreements by LEAA Region

Region/States	Number	Percentage
1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont)	35	12.2
2 (New Jersey, New York)	43	14.9
3 (Delaware, *District of Columbia, Maryland, Pennsylvania, *Virginia, West Virginia)	18	6.2
4 (*Alabama, Florida, *Georgia, Kentucky, *Mississippi, *North Carolina, *South Carolina, Tennessee)	21	7.3
5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)	64	22.1
6 (*Arkansas, Louisiana, New Mexico, Oklahoma, Texas)	13	4.5
7 (Iowa, Kansas, *Missouri, Nebraska)	11	3.8
8 (Colorado, Montana, *North Dakota, *South Dakota, Utah, Wyoming)	3	1.0
9 (Arizona, California, Hawaii, Nevada)	66	22.8
10 (Alaska, *Idaho, Oregon, Washington)	15	5.2
Total	289	100.0

*States not represented among the study respondents.

TABLE 6

Distribution of Collective Bargaining Agreements by U.S. Census Population Group

Population Group	Number	Percentage
20,000 - 24,999	4	1.5
25,000 - 49,999	46	16.7
50,000 - 99,999	96	34.9
100,000 - 249,999	54	19.6
250,000 - 499,999	40	14.5
500,000 - 999,999	20	7.3
1,000,000 or more	10	5.5
Total	275	100.0

*Fourteen states omitted from population group analysis.

TABLE 7

Distribution of Respondents by Type of Government

Type of Government	Number	Percentage
State	14	4.8
County	55	19.0
Council - Manager	110	38.1
Commission	16	5.5
Mayor - Council	92	31.8
Other*	2	.7
Total	289	100.0

*Other includes town-meeting and representative town meeting forms of government.

Table 8 provides a breakdown of the distribution of the collective bargaining agreements by number of law enforcement employees and by type of law enforcement agency. The modal frequency for each type of agency was 400-499 for state police, 100-199 for sheriff departments, and 100-199 for municipal police departments.

TABLE 8

Distribution by Department Size and Type of Law Enforcement Agency

Department Size (Number of Employees)	Type of Law Enforcement Agency					
	State Police		County Sheriff		Municipal Police	
	Number	Percentage	Number	Percentage	Number	Percentage
100-199	0	0.0	24	15.4	132	84.6
200-299	3	7.9	11	28.9	24	63.2
300-399	1	4.2	3	12.5	20	83.3
400-499	4	23.5	6	35.3	7	41.2
500-749	0	0.0	2	16.7	10	83.3
750-999	0	0.0	8	44.4	10	55.6
1,000-1,499	2	22.2	0	0.0	7	77.8
1,500-1,999	2	33.3	0	0.0	4	66.7
2,000-2,999	0	0.0	1	33.3	2	66.7
3,000-3,999	2	100.0	0	0.0	0	0.0
4,000-4,999	0	0.0	0	0.0	0	0.0
5,000-9,999	0	0.0	0	0.0	2	100.0
10,000-19,999	0	0.0	0	0.0	1	100.0
20,000+	0	0.0	0	0.0	1	100.0
Total	14	4.8	55	19.0	220	76.1

Development of the Typologies

GRIEVANCE PROCEDURE TYPOLOGY:

Grievance procedures were categorized into a typology based on the routing of the individual grievance and the kind of final step in the resolution of the grievance. The typology consists of the following categories:

1) Internal agency only - The grievance is processed from initiation to final resolution solely within the individual law enforcement agency. Final resolution results from a finding or decision by the head of the agency or his designated representative. The grievance does not receive any review outside the agency and the decision of the head of the agency is final.

2) Internal and voluntary arbitration - Routing of the grievance is exactly the same as in the category above with the exception that the final decision by the agency head may be submitted to arbitration by agreement of the parties.

3) Internal and external only - Initial stages of review of a grievance are within the agency but, at some point in the process, further review is by an agency or officer of an agency outside the law enforcement department. The final decision is made outside the police agency and is binding. The external agency most often involves city, county, or state administrative departments.

4) Internal - external and voluntary arbitration - Routing and review of a grievance follows the pattern of the previous category, internal review until some point in the process where further review comes from outside the agency. This category has the added step of voluntary arbitration if the final decision is not acceptable.

5) External only - Initial presentation and all review of the grievance is outside the police agency. The final decision is made outside the law enforcement agency and is final.

6) Internal and mandatory arbitration - Initial presentation and all review of a grievance takes place within the law enforcement agency. However, if the final decision is not satisfactory, the grievance must be submitted to arbitration where a final and binding decision is issued.

7) Internal - external and mandatory arbitration - This category combines the features of internal and external review and the requirement for arbitration if either party is dissatisfied with the final decision. The mandatory arbitration results in a final and binding decision.

8) Branching or choice of procedures - Grievances may be submitted to either of two or more routes, typically either internal agency procedures or civil service or merit system review procedures. This category includes those grievance procedures which allow a choice at the initiation

of a grievance and those which allow a branching or choice at some step further into the process.

9) Review board - This category includes all those collective bargaining agreements wherein the final decision is made by a review board. Typically, review boards have permanent memberships for a specified period of time and most often serve as a final decision-making body for all labor-management disputes within a jurisdiction. Such boards often include members of labor and management. The use of a review board for a final decision differs from arbitration in that a review board is not assumed to be completely neutral as is an arbitrator. The makeup of the board may be intended to balance interests to achieve a "neutral" position, however. Civil Service and Merit System Commissions and personnel review groups are included in this category.

Table 9 presents the distribution of the collective bargaining agreements using the typology discussed above. A total of 35 of the collective bargaining agreements analyzed for this study either had no grievance procedure stated in the written agreement or noted that existing procedures, not further explained, would be used to process grievances arising under the collective bargaining agreement. The agreements containing no grievance procedures were largely of the "memorandum of understanding" type wherein collective bargaining focuses almost exclusively on remunerative issues.

TABLE 9
Distribution of 289 Collective Bargaining Agreements
by Type of Grievance Procedure

Type of Grievance Procedure	Number	Percentage
Internal Agency Only	12	4.2
Internal and Voluntary Arbitration	51	17.6
Internal and External Only	16	5.5
Internal-External and Voluntary Arbitration	147	50.9
External Only	1	.3
Internal and Mandatory Arbitration	1	.3
Internal-External and Mandatory Arbitration	6	2.1
Branching or Choice	11	3.8
Review Board	9	3.1
None	35	12.1
Total	289	100.0

The Police Executive Research Forum (PERF) study of 1978 (Rynecki, et al) notes that more than 75 percent of the police contracts in that study called for binding arbitration, and that four percent provided for advisory arbitration. Of the 289 collective bargaining agreements in this analysis, 225 (74.9 percent) contained provisions for binding arbitration and 1.7 percent called for advisory arbitration. Table 10 lists the types of arbitration and their frequencies.

TABLE 10
Distribution by Type of Arbitration

Type of Arbitration	Number	Percentage
Voluntary Binding	205	71.4
Mandatory Binding	10	3.5
Advisory Only	5	1.7
None	69	23.9
Total	289	100.0

TYPOLGY OF GRIEVANCE SCOPE TOPICS:

Six categories of grievance topic scope were developed for this research. The typology was built around the concepts of negotiated topics, agency administrative topics, and adverse personnel actions. The six categories in this typology are:

1) Negotiated topics only - This category contains only those agreements where grievance topics are restricted solely to the interpretation or administration of the negotiated collective bargaining agreement. This classification is the most restrictive in terms of grievance scope.

2) Agency administrative topics only - Included in this category are those agreements whereby the only issues that become the subject of a grievance are those resulting from an action of the administration in the area of departmental rules, regulations, practices, and policies.

3) Negotiated topics and agency administrative topics - This classification combines the first two categories discussed above. Grievable topics encompass agency administrative actions as well as any issue arising from the interpretation and application of the negotiated collective bargaining agreement.

4) Negotiated topics and adverse actions - This category includes issues relating to the interpretation and administration of the collective bargaining agreement and all personnel actions of an adverse nature, such as demotions, suspensions, transfers, fines, and firings.

5) Administrative topics and adverse actions - In this classification, grievable topics include almost every conceivable administrative action - rules, regulations, practices, policies, and all personnel actions. Only those issues previously negotiated in the collective bargaining agreement are excluded from the grievance process.

6) Negotiated, administrative, and adverse actions - This is the broadest of the classification categories and basically means that any issue or complaint may become the subject of a grievance. It encompasses all interpretations and applications of the collective bargaining agreement, all administrative actions involving agency rules, regulations, practices, and policies, and all agency personnel actions that might adversely affect anyone or any group within the bargaining unit.

The distribution of the collective bargaining agreements by scope of grievance topics is shown in Table 11. Whereas the PERF study (Rynecki, et al, 1978) used the classifications "narrow, limited and broad", a more definitive classification is attempted here. However, some comparisons may be made between the findings of the two studies. The PERF research found about nine percent of the agreements to be "narrow" in grievance scope. This study finds 50.9 percent of the agreements to be restricted to the narrowest of the six categories used.

TABLE 11
Distribution of Collective Bargaining Agreements by
Scope of Grievance Topics

Scope of Grievance Topics	Number	Percentage
Negotiated Topics Only	147	50.9
Agency Administrative Topics Only	3	1.0
Negotiated Topics and Agency Administrative Topics	21	7.3
Negotiated Topics and Adverse Actions	11	3.8
Administrative Topics and Adverse Actions	2	.7
Negotiated, Administrative, and Adverse Actions	62	21.5
Scope Not Specified	43	14.8
Total	289	100.0

In the "limited" category, PERF includes about 60 percent of the contracts. Assuming that all but the broadest scope definition is included in PERF's "limited" category, this study finds only 11.8 percent in the corresponding categories. PERF's "broad" category included about 25 percent of the contracts, while the broadest category in the typology contains 21.5 percent of the agreements.

Analysis of Relationships

Nearly half (136, 47.1 percent) of the agreements in this study were negotiated by local law enforcement associations. Only 50 (17.0 percent) were negotiated by locals of national or international unions. Table 12 illustrates the distribution by labor organization.

TABLE 12
Distribution of Collective Bargaining Agreements
By Labor Organization

Labor Organization	Number	Percentage
Local Association	136	47.1
Teamsters Union	9	3.1
Fraternal Order of Police	61	21.1
Policemen's Benevolent and Protective Association	3	1.0
American Federation of State, County and Municipal Employees (AFL/CIO)	18	6.2
State Employees Organization	2	.7
International Union of Operating Engineers (AFL/CIO)	5	1.7
Police Benevolent Association	37	12.8
International Union of Police Officers (AFL/CIO)	3	1.0
Office and Professional Employees Union (AFL/CIO)	1	.3
National Association of Government Employees	1	.3
International Federation of Professional and Technical Engineers (AFL/CIO)	1	.3
International Brotherhood of Police Officers	10	3.5
Service Employees International Union (AFL/CIO)	1	.3
Transportation, Technical Warehouse Industrial and Service Employees Union (AFL/CIO)	1	.3
Total	289	100.0

Table 13 depicts the distribution of the 289 collective bargaining agreements by type of law enforcement agency and by type of labor organization. A chi-square test of independence was performed in order to assess whether the frequency of type of labor organization was, in fact, dependent upon the type of law enforcement agency. The result ($\chi^2 = 79.018$, $df = 30$, $p < .001$) was significant. In addition to the chi-square test for significance, Cramer's V was calculated in order to assess the strength of the association between law enforcement agency type and labor organization type. The result ($V = .370$) indicates the association is moderately strong and therefore significant. Computation of asymmetric lambda indicates the association is entirely in the direction of type of labor organization dependent upon type of law enforcement agency. Thus, the type of labor organization is selected differently by the different types of law enforcement agencies. All three types of law enforcement agencies are most frequently represented by local associations. Police Benevolent associations are the second most frequent organization of choice for state police agencies while the Teamsters Union is the second most frequent representative of sheriff departments. The Fraternal Order of Police is second among the groups and organizations representing the municipal police departments. The American Federation of State, County, and Municipal Employees, AFL/CIO is the most common national labor union among the responding agencies.

TABLE 13

Distribution of Collective Bargaining Agreements by Type of
Law Enforcement Agency and by Labor Organization

Labor Organization	Type of Law Enforcement Agency					
	State Police		County Sheriff		Municipal Police	
	Number	Percentage	Number	Percentage	Number	Percentage
Local Association	7	2.4	24	8.3	105	36.3
Teamsters Union	0	0.0	6	2.1	3	1.0
Fraternal Order of Police	2	.7	5	1.7	54	18.7
Policemen's Benevolent and Protective Association	0	0.0	1	.3	2	.7
American Federation of State, County and Municipal Employees (AFL/CIO)	1	.3	5	1.7	12	4.2
State Employee Association	1	.3	0	0.0	1	.3
International Union of Operating Engineers (AFL/CIO)	0	0.0	3	1.0	2	.7

TABLE 13 (Continued)

	Type of Law Enforcement Agency					
	State Police		County Sheriff		Municipal Police	
	Number	Percentage	Number	Percentage	Number	Percentage
Police Benevolent Association	3	1.0	6	2.1	28	9.7
International Union of Police Officers (AFL/CIO)	0	0.0	1	.3	2	.7
Office and Professional Employees Union (AFL/CIO)	0	0.0	1	.3	0	0.0
National Association of Government Employees	0	0.0	1	.3	0	0.0
International Federation of Professional and Technical Engineers (AFL/CIO)	0	0.0	1	.3	0	0.0

TABLE 13 (Continued)

Labor Organization	Type of Law Enforcement Agency					
	State Police		County Sheriff		Municipal Police	
	Number	Percentage	Number	Percentage	Number	Percentage
International Brotherhood of Police Officers	0	0.0	0	0.0	10	3.5
Service Employees International Union (AFL/CIO)	0	0.0	0	0.0	1	.3
Transportation, Technical Warehouse Industrial and Service Employees Union (AFL/CIO)	0	0.0	1	.3	0	0.0
Total	14	4.8	55	19.0	220	76.1

CHI-SQUARE = 79.013 p < .001 df = 30 Cramer's V = .370

Asymetric Lambda = .145 (Type of labor organization).

Asymetric Lambda = .000 (Type of Law Enforcement Agency).

A chi-square test of independence was performed to determine if the type of grievance procedure was dependent upon the U.S. census region with significant results ($\chi^2 = 83.282$, $df = 27$, $p < .001$). Cramer's V was also calculated to test the strength of the association with a finding of $V = .310$. The asymmetric lambda test indicated the association to be primarily one-way with the Census region determining the type of grievance procedure selected.

To further test the relationship between type of grievance procedure and geographical location, a chi-square test was performed to test the independence between the type of grievance procedure and LEAA region. The results were significant with $\chi^2 = 171.241$, $df = 81$, $p < .001$. Cramer's V computations yielded a value of $V = .257$ and asymmetric lambda analysis reflected a one-way relationship with the type of procedure dependent upon LEAA region.

Table 14 illustrates the distribution of collective bargaining agreements by type of grievance procedure and by U.S. Census region. This table indicates that there are some differential patterns in types of grievance procedures by U.S. Census region. The West accounts for almost all of the collective bargaining agreements without specified grievance procedures. The Northeast and North Central regions rely on internal-external and voluntary arbitration procedures more than the other two regions. Mandatory arbitration is most common in the North Central region.

TABLE 14

Distribution by Type of Grievance Procedure and U.S. Census Region

Type of Grievance Procedure	U.S. Census Region							
	Northeast		North Central		South		West	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
Internal Agency Only	3	1.0	4	1.4	2	.7	3	1.0
Internal and Voluntary Arbitration	18	6.2	15	5.2	8	2.8	10	3.5
Internal and External Only	3	1.0	3	1.0	0	0.0	10	3.5
Internal-External and Voluntary Arbitration	58	20.1	40	13.8	24	8.3	25	8.7
External Only	0	0.0	0	0.0	0	0.0	1	.3
Internal and Mandatory Arbitration	0	0.0	1	.3	0	0.0	0	0.0
Internal-External and Mandatory Arbitration	1	.3	3	1.0	1	.3	1	.3
Review Board	1	.3	3	1.0	2	.7	3	1.0
Branching or Choice	3	1.0	4	1.4	0	0.0	4	1.4
None	3	1.0	2	.7	1	.3	29	10.0
Total	90	31.3	75	26.0	38	13.1	86	29.8

It is interesting that the pattern of grievance procedures used in the least unionized area, the South, most closely resembles the pattern in the West. Whether this pattern will prevail as the South region law enforcement agencies move into more widespread unionization cannot be predicted at this time.

Table 15 illustrates the distribution of the collective bargaining agreements by type of grievance procedure and by scope of grievance topics. A chi-square test of independence was performed to assess whether the frequency of grievance procedure type and type of grievance scope was dependent. The result ($\chi^2 = 279.664$, $df = 54$, $p < .001$) was significant. Cramer's V was calculated to test the strength of the association between the two variables and the result ($V = .402$) was also significant. Asymmetric lambda indicates the relationship is two-way, that is, when type of grievance procedure is the dependent variable, lambda = .227; when the scope of grievance topics is dependent, lambda = .241. These findings indicate that type of grievance procedure is related to the scope of the grievance topics and vice versa. The more limited the scope of grievable topics, the more likely that arbitration is included in the grievance procedures. The restrictive procedures, including those without arbitration, are found where wider definitions of grievable topics are permitted.

TABLE 15

Distribution of Collective Bargaining Agreements
By Type of Grievance Procedure and by Scope of
Grievance Topics

Type of Grievance Procedure	Scope of Grievance Topics																						
	Internal Only		Internal- Voluntary Arbitration		Internal- External Only		Internal- External & Voluntary Arbitration		External Only		Internal & Mandatory Arbitration		Internal- External & Mandatory Arbitration		Board of Review		Branching or Choice		None Specified		TOTAL		
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#
Negotiated Only	4	2.7	34	23.1	6	4.1	88	59.9	0	0.0	0	0.0	4	2.7	6	4.1	4	2.7	1	.7	147	51.0	
Agency Administra- tive Only	1	33.3	0	0.0	1	33.3	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	33.3	0	0.0	3	1.0	
Negotiated and Agency Adminis- trative	2	9.5	5	23.8	3	14.3	10	47.6	0	0.0	0	0.0	0	0.0	0	0.0	1	4.8	0	0.0	21	7.3	
Negotiated and Adverse Actions	0	0.0	3	27.3	0	0.0	8	72.7	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	11	3.8	
Administrative and Adverse Actions	0	0.0	1	50.0	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0	1	50.0	0	0.0	0	0.0	2	.7	
Negotiated, Administrative and Adverse Actions	3	4.8	8	12.9	6	9.7	38	61.3	0	0.0	1	1.6	2	3.2	1	1.6	3	4.8	0	0.0	62	21.5	
None Specified	2	4.8	0	0.0	0	0.0	3	7.1	1	2.4	0	0.0	0	0.0	1	2.4	2	4.8	33	78.6	42	14.6	

TOTAL

chi-square = 279.664
p < .001
df. = 54
Cramer's V = .402

The distribution of the agreements by type of law enforcement agency and by scope of grievance topics is depicted in Table 16. A chi-square test of independence ($\chi^2 = 23.078$, $df = 12$, $p < .05$) was significant. Cramer's V was computed for these variables with a result of $V = .200$, suggesting only a limited association of the variables. Although the association is rather limited, Table 16 reflects more use of negotiated topics for grievance scope by county sheriff departments (60%) and state police (57%) than by municipal police (48.2%). Conversely, municipal police are far more likely to have very broad scopes of grievance topics (23.6%) than county sheriff departments (14.8%) or state police (14.3%).

The strongest relationship in the variables was between the type of arbitration and the scope of grievance topics (see Table 17). The chi-square test of independence yielded results ($\chi^2 = 160.701$, $df = 18$, $p < .001$) that were significant. The Cramer's V test of association had a result ($V = .432$) that indicated a moderately strong association. Asymmetric lambda analysis indicates the relationship is primarily one-way. When type of arbitration was used as the dependent variable in the lambda analysis, an asymmetric lambda value of .415 was obtained. When the scope of grievance topics was the dependent variable, the asymmetric value was .171. These results indicate that type of arbitration is, to a

TABLE 16

Distribution of Collective Bargaining Agreements by Type of Law Enforcement Agency and Scope of Grievance Topics

Scope of Grievance Topics	Type of Law Enforcement Agency					
	State Police		County Sheriff		Municipal Police	
	Number	Percentage	Number	Percentage	Number	Percentage
Negotiated Only	8	2.8	33	11.5	106	36.8
Agency Administrative Only	0	0.0	2	.7	1	.3
Negotiated and Agency Administrative	2	.7	6	2.1	13	4.5
Negotiated and Adverse Actions	2	.7	0	0.0	9	3.1
Administrative and Adverse Actions	0	0.0	1	.3	1	.3
Negotiated, Administrative, and Adverse Actions	2	.7	8	2.8	52	18.1
None Specified	0	0.0	4	1.4	38	13.2
Total	14	4.9	54	18.8	220	76.4

CHI-SQUARE = 23.078 p < .5 df = 12 Cramer's V = .200

TABLE 17

Distribution of Collective Bargaining Agreements by Type of Arbitration and Scope of Grievance Topics

Scope of Grievance Topics	Type of Arbitration									
	Voluntary Binding		Mandatory Binding		Advisory Only		None Specified		Total	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Negotiated Only	124	43.2	6	2.1	4	1.4	13	4.5	147	51.2
Agency Administrative Only	1	.3	0	0.0	0	0.0	2	.7	3	1.0
Negotiated and Agency Administrative	16	5.6	0	0.0	0	0.0	5	1.7	21	7.3
Negotiated and Adverse Actions	11	3.8	0	0.0	0	0.0	0	0.0	11	3.8
Administrative and Adverse Actions	1	.3	0	0.0	1	.3	0	0.0	2	.7
Negotiated, Administrative and Adverse Actions	48	16.7	4	1.4	0	0.0	10	3.5	62	21.6
None Specified	4	1.4	0	0.0	0	0.0	37	12.9	41	14.3
Total	205	71.4	10	3.5	5	1.7	67	23.3		

CHI-square = 160.701

p < .001

Asymmetric Lambda = .415 (Type of arbitration dependent)

Cramer's V = .432

df = 18

Asymmetric Lambda = .171 (Scope of Grievance Topics dependent)

considerable extent, dependent on the scope of grievance topics. Well over half (60.5) percent of those agreements with voluntary binding arbitration and 60.0 percent of those with mandatory binding arbitration limit the scope of grievances to negotiated topics only. The more limited the scope of grievance topics, the more likely some form of arbitration will be included in the grievance procedure.

Several other relationships, selected for testing after a review of significant correlations in Table 19, were tested using the chi-square test of independence. Chi-square was performed in order to determine whether the frequency of type of arbitration was, in fact, dependent upon LEAA region. The result ($\chi^2 = 101.75$, $df = 18$, $p < .001$) was significant. Cramer's V was calculated to test the strength of the apparent association with significant results ($V = .344$). Asymmetric lambda suggests a one-way dependence. For type of arbitration as the dependent variable, lambda = .244 while LEAA region as the dependent variable yielded an asymmetric lambda value of .148. LEAA regions 1 and 2, in the Northeastern United States rely heavily upon the use of arbitration. Of the 35 collective bargaining agreements analyzed from Region 1, every agreement included provisions for arbitration (34 with voluntary binding and one with mandatory binding arbitration). Region 2, with 43 agreements, included voluntary binding arbitration in 86 percent of the agreements. Regions 5 and 7 (in the Midwestern United States) also utilize arbitration extensively. In LEAA Region 4 (the southeastern

areas of the United States) arbitration is included in all of the 21 agreements. Conversely, in the far western portion of the country (LEAA Regions 9 and 10), only 37 of 79 (46.8 percent) of the agreements call for any form of arbitration. A similar relationship exists between the frequency of type of arbitration and U.S. Census Region ($\chi^2 = 68.780$, $df = 9$, $p < .001$). The association is not as strong as that between type of arbitration and LEAA region ($V = .283$). The asymmetric lambda test reflects a one-way association with type of arbitration dependent upon Census region. The West region is much less likely to use any form of arbitration in collective bargaining agreements than the other three regions.

A chi-square test of independence was calculated to assess the dependency between the variables of type of labor organization and LEAA region. The results were again significant ($\chi^2 = 474.339$, $df = 135$, $p < .001$). Cramer's V indicated a moderately strong association between the two variables ($V = .427$) and asymmetric lambda reflects a two-way dependency. This relationship suggests that labor organizations are influential in geographically bound areas, although such areas need not necessarily be contingent. The Fraternal Order of Police (FOP) is proportionately strongest in LEAA Regions 3, 4, and 5, an area generally encompassing the Atlantic coastal region, the southeastern states and the central midwest. The FOP is represented by only one agreement west of the Mississippi River among the 289 included in

the analysis. Police Benevolent Associations are strong only in region 2 (New Jersey and New York) and the southeastern states in Region 4. The American Federation of State, County, and Municipal Employees (AFSCME) is most influential in the northeast and central midwest. Table 18 illustrates the distribution of the four most predominant labor organizations by LEAA region. The remainder, other than the four shown below represent too few agencies to provide meaningful distributions.

A strong relationship is also found between the U.S. Census region and the type of labor organization. A chi-square test of independence between the two variables yielded significant results ($\chi^2 = 196.144$, $df = 45$, $p < .001$). When Cramer's V was calculated, a result indicating a moderately strong association was found ($V = .476$). Lambda indicates the association to be primarily one-way with type of labor organization dependent upon Census region. The West region is far more likely to have local associations for labor organizations while the Northeast and North Central regions are more likely to use national police organizations and unions.

TABLE 18
 Distribution of Predominant Law Enforcement
 Labor Organizations by LEAA Region

Region	Local Association		Fraternal Order of Police		Police Benevolent Associations		American Federation of State, County, and Municipal Employees	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
1	12	8.8	4	6.6	0	0.0	11	61.1
2	8	5.9	5	8.2	24	72.7	3	16.7
3	1	0.7	17	27.8	0	0.0	0	0.0
4	2	1.4	8	13.1	8	24.2	0	0.0
5	30	22.2	20	32.8	1	3.1	3	16.7
6	5	3.7	5	8.2	0	0.0	0	0.0
7	6	4.4	2	3.3	0	0.0	0	0.0
8	1	0.7	0	0.0	0	0.0	0	0.0
9	62	45.6	0	0.0	0	0.0	0	0.0
10	9	6.6	0	0.0	0	0.0	1	5.5
Total	136	100.0	61	100.0	33	100.0	18	100.0

CONTINUED

1 OF 2

In order to assess the dependency between scope of grievance topics and U.S. Census region, a chi-square test of independence was performed with significant results ($\chi^2 = 62.796$, $df = 18$, $p < .001$). Cramer's V was computed and was also significant ($V = .270$). The asymmetric lambda test identified the association as totally one-way with the scope of grievance topics being dependent upon U.S. Census region (.167). These findings indicate that the scope of grievance topics is determined to a relatively slight extent by the geographical area of the law enforcement agency. Scope of grievance topics tend to be more restrictive in the South and the North Central regions and less restrictive in the other two regions. This finding is not surprising since the previous discussion has indicated that the other attributes of collective bargaining agreements are geographically significant.

FACTOR ANALYSIS

Factor analysis was performed on the data in order to identify relationships among the variables to aid in data reduction and in identifying new variables for future research and analysis. The analysis method used is R-type factor analysis, based on correlations between variables. The factor comparisons are based on rotated orthogonal factor matrix methods. The basic principle used is that of rotating the variables in such a way as to determine the combination of variables that load the highest on a single factor while loading the least on the other factors.

TABLE 19

Correlation Matrix
(Correlation/Significance)

	v1	v2	v3	v4	v5	v6	v7	v8	v9	v10
v1. Type of Grievance Procedure	1.000	-.392 .000	.054 .187	.053 .193	-.157 .005	-.169 .003	.035 .281	.009 .442	.036 .277	-.236 .000
v2. Type of Arbitration	-.392 .000	1.000	.005 .467	-.149 .007	.409 .000	.405 .000	-.050 .207	-.088 .073	-.105 .044	.409 .000
v3. Type of Law Enforcement Agency	.054 .187	.005 .467	1.000	-.036 .275	-.100 .049	-.096 .056	-.587 .000	-.039 .262	.787 .000	.147 .008
v4. Type of Labor Organization	.053 .193	-.149 .007	-.036 .275	1.000	-.352 .000	-.299 .000	-.115 .029	-.107 .039	.016 .394	-.043 .239
v5. LEAA Region	-.157 .005	.409 .000	-.100 .049	-.352 .000	1.000	.917 .000	.190 .001	.106 .041	-.276 .000	.116 .028
v6. U.S. Census Regions	-.169 .003	.405 .000	-.096 .056	-.299 .000	.917 .000	1.000	.200 .000	.167 .003	-.290 .000	.137 .012
v7. U.S. Census Population Group	-.035 .281	-.050 .207	-.587 .000	-.115 .029	.190 .001	.200 .000	1.000	.683 .000	-.402 .000	-.199 .000
v8. Department Size	.009 .442	-.088 .073	-.039 .262	-.017 .039	.106 .041	.167 .003	.683 .000	1.000	.070 .123	-.164 .003
v9. Type of Government	.036 .277	-.104 .044	.787 .000	.106 .394	-.276 .000	-.290 .000	-.402 .000	.070 .123	1.000	.049 .208
v10. Scope of Grievance Topics	-.236 .000	.409 .000	.147 .008	-.043 .239	.116 .028	.137 .012	-.199 .000	-.164 .003	.049 .208	1.000

Analysis proceeds through three basic steps. The initial step is to produce a correlation matrix (see Table 19) and to calculate the correlation between each pair of variables. The second step in factor analysis is to construct a new set of variables on the basis of the relationships exhibited in the correlation matrix produced in the first step. The third and final step involves a rotation of the various variables in order to seek the most parsimonious relationships as factors. Orthogonally rotated factors are used to achieve more meaningful results. Orthogonal factors must account for the proportion of the total variance not accounted for by the first factor in a pair. That is, the second factor must account for the proportion of the total variance not accounted for by the first. This process maximizes the variance and provides the best factor loads.

Table 20 presents the factor score coefficient matrix for the ten variables used in this study. An examination of the matrix indicates that four factors may be postulated. Note that each of the variables loads most heavily on only one of the four factors. The factorial complexity of each is 1. If a variable loads heavily on more than one factor, the complexity is more than 1 and suggests the variable measures more than one dimension of the subject under study.

Factor Score Coefficient Matrix

Variable	Factor			
	1	2	3	4
Type of Grievance Procedure	.186	.013	.545	.189
Type of Arbitration	.058	-.014	.405	-.027
Type of Law Enforcement Agency	.110	.471	-.013	.002
Type of Labor Organization	.337	-.129	.137	-.025
LEAA Region	.438	-.018	-.052	-.069
U.S. Census Region	.417	-.014	-.026	-.036
Population Group	-.046	.141	.035	.461
Department Size	-.002	.184	.039	.614
Type of Government	-.019	.477	.030	.160
Scope of Grievance Topics	-.073	.041	.422	-.052
Percent of Variance	28.63	21.97	14.70	11.11
Cumulative Percentage of Variance	28.63	50.60	65.29	76.41

Table 20 also provides the percentage of total variance accounted for by the variables. The four factors account for 76.41 percent of the total variance in the ten variables. The factors are presented in the order of the amount of variance accounted for with factor 1 responsible for 28.63 percent of the overall variance.

The four factors have face validity as well as statistical validity. Factor 1 contains three variables - types of labor organization, LEAA region and U.S. Census region. The relationship of the latter two variables is evident. This analysis suggests that the most significant determinant of type of labor organization within law enforcement is the geographical area.

Factor 1, geographical considerations, is the most important of the four factors in terms of explaining the variance among the ten variables identified and utilized in this study. By accounting for nearly 29 percent of the variance, factor 1 points out the necessity for inclusion of geographical considerations in all future studies of law enforcement labor relations.

The second factor reflects the relationship between type of law enforcement agency and type of government. This factor accounts for 21.97 percent of the total variance and suggests that a significant portion of the variance in law enforcement collective bargaining agreements is derived from this factor.

Factor 3 includes the variables of type of arbitration, type of grievance procedure, and scope of grievance topics. All of these variables are collective bargaining agreement attributes and, collectively, account for 14.7 percent of the overall variance. The factor of collective bargaining attributes indicates the possibility, for future studies, of developing a refined typology encompassing all three of these variables. Such a typology or classification could provide a single variable that best accounted for much of the variance.

The final factor, factor 4, includes the variables of U.S. Census population group and law enforcement department size. The relationship is fairly evident as one would expect larger departments in larger population groups. Those larger departments are so closely related to size of the jurisdiction that this factor and its loading suggests that department size alone may be sufficient to analyze these data or data of future research studies.

Table 20 also permits analysis of the exact amount of the variance in each variable accounted for by the factor. The variance is computed by squaring the factor load. Thus the amount of variance in the variable "type of labor organization" in factor 1 is computed by $(.337)^2$ with a result of 11.0. Therefore the factor accounts for 11 percent of the variance in the variable "type of labor organization". Similarly, 19.18 percent of the variance in the variable LEAA region and 17.0 percent of the variance in the variable U.S.

Census region is accounted for by factor 1.

Factor 2 accounts for 22.0 percent of the variance in type of law enforcement agency and 23.0 percent in type of government. Factor 3 accounts for 30.0 percent of the variance in type of grievance procedure, 16.0 percent in type of arbitration, and 18.0 percent in scope of grievance topics. The fourth factor accounts for 38.0 percent of the variance in department size and 21.0 percent in population group.

In order to assess the validity of the findings of four independent factors, a split sample technique was used. The sample of 289 collective bargaining agreements was split into odd (145 cases) and even (144 cases) samples and the same factor analysis technique was performed on the two samples. This technique is a preferred method of checking the validity of findings in factor analysis (Gorsuch, 1974).

The results of the split sample analysis were virtually identical to the results derived from the entire sample. Each of the half samples identified the same factors composed of exactly the same variables. The complexity of each variable was 1 in each of the split samples. Table 21 reflects the amount of variance resulting from each of the three factor analyses. The amount of variance accounted for by each factor does not differ significantly between the three samples.

TABLE 21
Comparative Samples in Factor Analysis

Percentage of Total Variance	Factor				Total
	1	2	3	4	
Split Sample 1	27.84	23.41	14.59	11.60	77.43
Split Sample 2	30.83	21.67	14.30	10.45	77.26
Total Sample	28.63	21.97	14.70	11.11	76.41

It should be stressed that analysis and interpretations of these factors is post hoc and that such post hoc analyses cannot be regarded as final but only as a lead for future research. Factor interpretations have no real meaning in and of themselves but merely serve as hypotheses for further studies. The most basic task of scientific inquiry is to establish empirical points of reference for abstract concepts related to an area of study. Until such points of reference are established, science cannot proceed. Factor analysis provides one tool for establishing the referant points. By summarizing interrelationships among the variables in a concise manner, factor analysis provides a basis for conceptualization of abstracts. The conceptualized factors then become the starting points for empirical investigation of theoretical areas of research.

CHAPTER V

Descriptive Analysis

The descriptions and data presented in this chapter are drawn from an analysis of 289 law enforcement collective bargaining agreements, including agreements negotiated by state police agencies, county sheriff departments, and municipal police departments. Throughout this chapter, clauses and portions of clauses are excerpted from various collective bargaining agreements for illustrative purposes. Such excerpts are used to illustrate the variety and the many differences in law enforcement collective bargaining agreements and are not intended as model or typical clauses. The excerpts will be identified only by type of labor organizations and no value judgement is intended or implied. Names and identifiers are edited from the excerpts.

Since any agreement or contract is subject to interpretation, the classifications and interpretations used in this study may not necessarily reflect the interpretation, intent, or understanding of the parties to the agreement. The reader is also cautioned that variations and differences in grievance procedures may well be the result of various statutory and legal requirements that differ from one jurisdiction to another.

The Scope of Grievance Procedures

At the heart of any grievance clause is the definition of what constitutes a grievance under the collective bargaining agreement. The grievable issues generally fall into three categories. Adverse actions procedures or appeals are used when an employee is fired, suspended, placed on furlough without pay, is demoted in rank, reduced in pay, or otherwise affected adversely by a personnel action of the employing agency (Bureau of National Affairs, 1978). Agency administrative issues involve the rules, regulations, practices, policies, and procedures of the agency and may include virtually every managerial decision and action (Bureau of National Affairs, 1978). Negotiated grievance procedures are intended to be used only for the resolution of grievances that arise either from the interpretation or application of the terms and conditions contained in the collective bargaining agreement (Trotta, 1976).

Slightly over one-half (147, 51.0 percent) of the collective bargaining included in this study limited the scope of grievances to issues related to the negotiated contract or agreement. These agreements generally defined grievances as disputes over the application, compliance, and interpretation of specific provisions of the negotiated agreement. A wide variety of wording and terminology was used to define limited grievance scope:

A grievance shall be defined as an issue raised relating to the interpretation, application, or violation of any terms or provisions of this Agreement. (Teamsters Union).

[A grievance is] any and all disputes arising out of or concerning the interpretation or application of the terms of the contract. (Local Association).

A grievance is defined as a claim or dispute between the City and either an employee or the Union pertaining to the application of or compliance with the express provisions of this agreement. (International Brotherhood of Police Officers).

This category of limited scope definition most closely compares to the "narrow" definition used in the PERF study (Rynecki, et al, 1978). In contrast to the PERF study findings of only nine percent of the contracts in this category, well over half (51 percent) of the contracts and agreements in this study contained limiting language.

A total of 62 (21.5 percent) of the collective bargaining agreements placed no real limitations on the scope of a grievance, permitting grievances concerning negotiated topics, adverse actions, and administrative issues. Examples of such unlimited scope statements include:

A grievance is a complaint by one or more employees concerning the application or interpretation of ordinances, rules, policies, practices, or procedures affecting employers. (Local Association).

[A grievance is] any difference of opinion or misunderstanding which may arise between the City and the Association. (Local Association).

A grievance shall mean any dispute, controversy, or difference between an officer and Management, or the Lodge and the City, concerning the meaning, interpretation, or application of any of the terms, provisions and clauses of this agreement, or conditions

of employment whether included, or not in this agreement. (Fraternal Order of Police).

A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. ...An employee who has been disciplined or discharged may grieve such actions. (Police Benevolent Association).

This category is most clearly related to the category defined as "broad" in the PERF study (Rynecki, et al, 1978). Whereas the broad category accounted for about 25 percent of the PERF contracts, 21.5 percent of the agreements in this study are classified in the broadest classification.

Examples of grievance scope statements that include various combinations of negotiated procedures, administrative issues and adverse actions include:

The term grievance shall mean a complaint by either party that there has been a violation, misapplication, misinterpretation, or inequitable application of this agreement or of the Rules and Regulations of the Police Department. (Local Association).

[A grievance is defined as] 1) Improper application of City or Department Rules and Regulations directly affecting an employee's work schedule, fringe benefits, holidays, vacation, sick leave, performance rating, retirement, change in classifications or salary. 2) Unfair treatment, including coercion, restraint, or reprisal. 3) Promotion procedures implemented unfairly. 4) Classification of Position. 5) Non-selection for training opportunities. 6) Discrimination. ...7) discharge, demotion or suspension without pay. (Local Association).

A grievance is defined as any dispute or disagreement over the terms or conditions of this agreement, or any disciplinary action involving the demotion, suspension or discharge of a member of the Association. (Local Association).

These examples are reflective of the wide variation and wide range of topics that are found within the overall scope of grievances in law enforcement collective bargaining agreements. It is clear that some scope definitions rather strictly limit grievable issues while others have no real limits at all. However, some agreements contain explicit exclusions from the grievance process.

Exclusions from the Grievance Process

Some of the collective bargaining agreements contain very explicit statements that preclude issues from being processed through the grievance system:

The term "grievance" shall not apply to any matter as to which a) a method of review is prescribed or provided by law or by any regulation having the force of law; or b) the Town is not empowered to act. (Local Association)..

Any disciplinary action or measure imposed upon an employee must be processed as a grievance through regular Civil Service procedures. (American Federation of State, County, and Municipal Employees Union).

Disputes over proposed modification of or adoption of ordinances, rules, policies, practice, procedures, or the terms of any proposed collective bargaining agreement ... are excluded from this [grievance] procedure. (Local Association).

Excluded from such grievance procedures are the following: (1) Disciplinary actions involving discharge or suspension for more than fifteen days; (2) Complaints about merit ratings, promotions and salary; and (3) matters outside the discretion of departmental management to change. (International Brotherhood of Police Officers).

Generally, exclusions from the grievance procedures tend to be much more clearly defined, strictly limited, and issue specific than the statements and definitions used to define the scope of grievances. Such wide variations in scope of permissible grievances and in the types of exclusions are probably reflective of the relative immaturity of the collective bargaining process in the law enforcement field. As labor and management gain experience and expertise in negotiating and administering labor agreements, more definitive scope and exclusionary statements are likely to be forthcoming.

Presentation of Grievances

Almost all of the law enforcement agreements analyzed in this study permitted any employee or the union to present a grievance for resolution through the grievance procedure.

Every employee shall have the right to present a grievance. (Local Association).

However, in one of the agreements, only the labor organization or the City are permitted to file a grievance:

Either the Association or the City may initiate this grievance procedure... (Police Benevolent and Protective Association).

Presentation of a grievance to an immediate supervisor is the initial step in almost all grievance procedures. This initial presentation is usually oral, but may be written.

The grievance shall be discussed verbally by the grieving employee with the employee's immediate supervisor. (Fraternal Order of Police).

An employee ... claiming to have a grievance must present the grievance, ... in writing, to the employee's immediate supervisor. (Local Association).

While oral presentations of a grievance are almost always limited to the initial step, there are exceptions:

The aggrieved member ... will orally present the grievance through the chain of command up to and including the Bureau Commander. (Fraternal Order of Police).

The grievance shall be in writing and signed by the aggrieved employee on a form furnished by the Department and delivered to the Chief. (International Brotherhood of Police Officers).

Grievance Representation

Union or association representatives are permitted to accompany the aggrieved employee as the grievance is processed through the various steps required in the grievance procedure:

A member filing a grievance shall be allowed Lodge representation ... at all grievance meetings. (Fraternal Order of Police).

In some few cases presentation of the grievance is reserved by the union or association as the prerogative of the organization:

The President of the Union or his duly authorized and designated representative shall present and discuss the grievance or grievances [with Management]. (Police Benevolent Association).

The Union or association may reserve the right to assess the validity of a grievance and to end all processing of a grievance:

If the Grievance Committee [of the Union] finds, by unanimous vote, that the aggrieved officer does not have a grievance, the aggrieved officer may take no further action concerning the grievance. (Fraternal Order of Police).

The Union may take full responsibility for processing the grievance beyond the initial step:

If the grievance remains unadjusted, it shall be presented in writing together with all pertinent materials by the Lodge Grievance Committee. (Fraternal Order of Police).

Time Limits

A wide range of time limits for initiating a grievance is permitted in law enforcement collective bargaining agreements:

No grievance shall be valid more than five (5) work days prior to the date the grievance was first filed in Step 1 of the grievance procedure. (Fraternal Order of Police).

Employees are expected to present their grievances or problems ... within ninety (90) days from the incident complained about or from the date the incident should have been known to the grievant, or the grievance shall be deemed waived. (Local Association).

The PERF study (Rynecki, et al, 1978) noted that 84 percent of the contracts had time limits on filing a grievance but provided no further breakdown on the range of those times. The time requirements for the initial presentation of a grievance in the agreements in this study range from five to

ninety days.

Processing Grievances

Perhaps in no other single area of collective bargaining agreements are there more variations to be found than in the grievance procedural steps. The agreements in this study range from a low of two steps to a high of eight steps. The shortest of the procedures in terms of steps requires the presentation of a grievance to the Chief of Police within five work days after occurrence and requires a response from the Chief within another five work days. The second step is arbitration if the Chief's decision is unsatisfactory.

The most lengthy procedure in terms of number of steps specifies six steps through the departmental chain of command before the grievance is forwarded to the Mayor of the city in the seventh step. Arbitration is the eighth and final step for an unresolved grievance.

Some procedures are unique and some rely upon what appears to be local custom or political practices. One agreement calls for a grievance to be processed through the department to the Chief of Police and then to the City Manager. If the City Manager's decision is not satisfactory, a grievance committee, made up of an appointee by the union, one by the City Manager, and a third by agreement of the other two, reviews the grievance. This committee has ten days to render a decision. The City Manager must then approve the

decision before it becomes final. However, the union has the last word:

If the City Manager disagrees with the decision, the [union] may at its discretion cause the decision and the Manager's objections thereto to be published in a [local] newspaper. (Local Association).

Unsettled Grievance Disputes

Arbitration is the final step in the grievance process for 76.1 percent of the 289 collective bargaining agreements studied. Binding arbitration is called for in 98 percent of the agreements with an arbitration clause. Under binding arbitration the decision of the arbitrator is final and binding on both parties.

The decision of the arbitrator shall be binding, (Police Benevolent Association).

The arbitrator's decision shall be final and binding on both parties. (Local Association).

The decision of the arbitrator shall be final and binding on all parties, including the employee involved. (Local Association).

The study by Rynecki and associates (1978) for PERF found more than 75 percent of the contracts contained provisions for binding arbitration. The PERF study also notes that about four percent called for advisory arbitration. Only two percent of the agreements in this study contained advisory arbitration provisions.

The findings of fact and the recommendations of the arbitrator shall be transmitted to the involved parties and the City Administrator. The decision of the City Administrator shall be

final and binding to the city and the association,
(Local Association).

Some collective bargaining agreements offer the grievant a choice of arbitration or resort to Civil Service Procedures.

If a grievant is a permanent employee he may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act. (Police Benevolent Association).

If the grievance is not satisfactorily adjusted the Union may appeal to either the Civil Service Commission or to arbitration. (State Employee Organization).

One agreement gives the choice of a final decision point to the union or the employee:

If the grievance is not satisfactorily adjusted, the matter may be submitted to advisory arbitration or the matter may be taken directly to the City Manager for final determination. (Local Association).

When a grievance is submitted to arbitration, certain limits are placed on the neutral arbitrator's powers:

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. He shall have no power to add to or subtract from or modify any of the terms of the agreement, nor to establish a wage rate, nor shall he in any case have power to rule on any issue or dispute excepted from the definition of a grievance or excepted from this grievance procedure by any provision of this agreement. (Police Benevolent Association).

It is agreed that the arbitrator shall have no powers to add to or subtract from the provisions herein, and that the laws of the State shall be controlling at all times. (Local Association).

A Teamsters Union contract contains provisions for the appeal of the arbitrator's final and binding decision to the courts for review of the "merits of the decision."

Grievance procedures in law enforcement collective bargaining agreements contain numerous variations and unique characteristics. Many of the differences are dictated by local or state law and many are apparently merely adaptations of either agency regulations and procedures or civil service procedures. Experience with the various types of grievance processes is likely to lead to modifications and more uniform procedures in the future.

CHAPTER VI
SUMMARY AND CONCLUSIONS

In summarizing the results of this study, three substantive areas are discussed: Typologies developed for the study, the relationships, and factors found in the analysis. A brief summary is presented of the contributions of the study to the broader body of knowledge with specific recommendations for future research.

This study involved the analysis of 289 law enforcement collective bargaining agreements and the grievance process contained in each. The agreements were collected via a mail survey of 677 law enforcement agencies with an overall return rate of 73.6 percent. A total of 324 of the responding agencies indicated that their agency participated in collective bargaining and 289 current collective bargaining agreements were used in the study. Ten variables associated with the grievance process were analyzed for significant relationships and pertinent factors. Typologies were developed for two of the variables.

The typologies were developed to categorize the grievance procedure and the scope of grievance topics. The first typology includes nine categories of grievance procedures based on the routing of the grievance and the final step in the grievance process. Operational definitions are included in Chapter IV in order that future studies may replicate the typological classification schema.

Grievance scope was divided into six categories built around the concepts of negotiated issues, administrative actions, and adverse personnel actions. Slightly over one-half of the grievance procedures studied limit grievances to negotiated issues while nearly one-fourth permit almost any issue to be the subject of a formal grievance.

Two research questions were posed at the start of this project:

- 1) Are there significant relationships between the attributes of grievance proceedings in law enforcement collective bargaining agreements and the characteristics of the law enforcement agency?
- 2) Are there significant relationships between the attributes of grievance proceedings in law enforcement collective bargaining agreements and the characteristics of the jurisdiction wherein that agreement was negotiated?

The results and findings of the research provide a positive answer to both of these questions. The significance of the relationships is discussed in detail below.

Relationships and Their Significance

The relationship between the variables reported in Chapter IV can be discussed in several broad areas. Diagrams and figures are included to depict the relationships wherever practical.

It is evident that the various attributes of the grievance process are related closely to one another. Type of grievance procedure, type of arbitration, and scope of grievance topics are all interdependent to varying degrees. The three figures that follow attempt to depict the most frequently occurring relationships between the attributes of the grievance process.

Figure 2 contains a theoretical illustration of the relationship of type of grievance procedure and scope of grievance topics. The type of grievance procedure is depicted along a continuum ranging from the most limited type of review procedure (internal agency review only) to the most general (internal, external, and arbitration). Similarly, the variable of scope of grievance topics is shown on a continuum from the narrowest scope (negotiated issues only) to the broadest possible scope (negotiated, administrative and adverse actions).

The relationships are shown with arrows indicating the major direction of the association. Thus, in Figure 2, the most limited type of review is most frequently associated with the broadest scope of grievance topics. The narrowest of scope topics is most frequently associated with the more general grievance procedures.

Type of
Grievance
Procedure

Internal
Review
Only



Internal, External
Review and Arbitration
(Voluntary or Mandatory)

Scope of
Grievance
Topics

Negotiated
Issues
Only



Negotiated, Administrative
and Adverse Personnel
Actions

Figure 2. Theoretical Relationships of Type of Grievance Procedure and Scope of Grievance Topics

Figure 3 illustrates the relationships between scope of grievance topics, distributed on the same continuum used in Figure 2, and type of arbitration. Type arbitration is depicted on the continuum from none to binding arbitration and relationships are shown with directional arrows. The most limited scope of grievance topics is most frequently associated with the use of binding arbitration, whereas the more broadly defined grievance scopes tend to be found without arbitration.

The relationships in Figures 2 and 3 are combined in Figure 4 to illustrate the overall relationships between the three attributes of the grievance process. These relationships probably reflect attempts on the part of labor and management to balance the overall grievance process by limiting the procedural steps to within the agency where there are very broad grievance topics and widening the procedures, to include the use of arbitration, where the scope of grievance topics is limited.

It is important to note that these relationships, as pictured above, are not absolute, but rather a theoretical model of the most frequently occurring patterns in this research. Since the patterns shown are the most frequent, it is considered likely that these patterns will continue to be the preferred ones and that future collective bargaining agreements will likely maintain these relationships. This trend, if it holds true, can be explained by the nature of

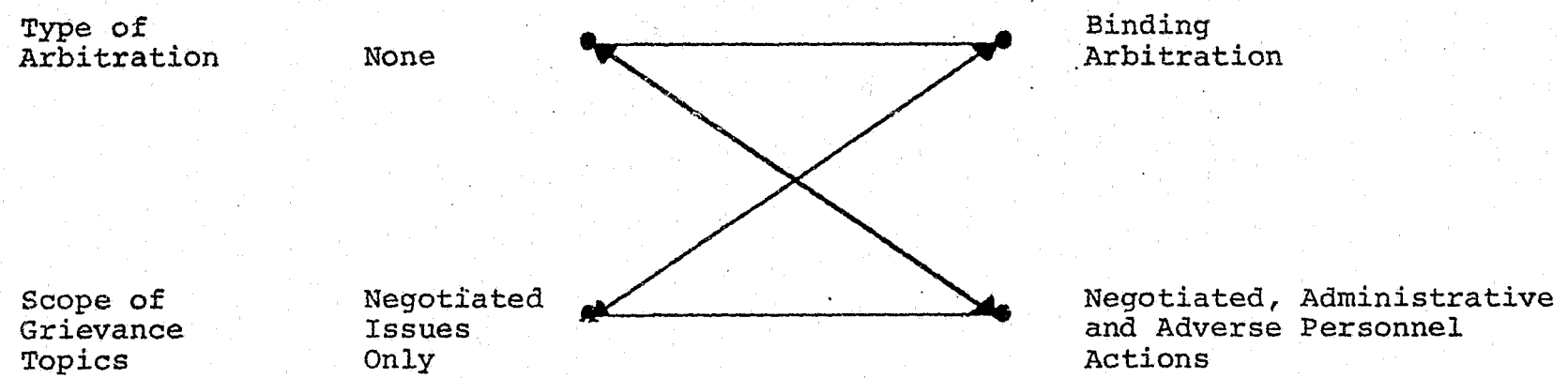


Figure 3. Theoretical Relationships of Type of Arbitration and Scope of Grievance Topics.

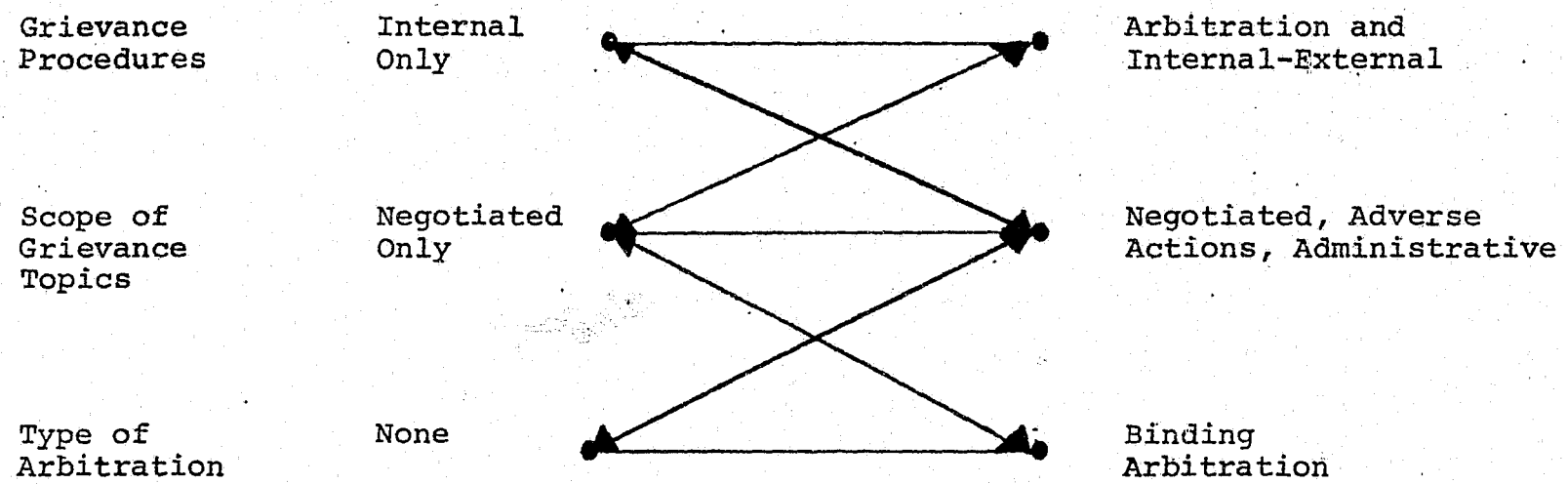


Figure 4. Theoretical Relationships of the Attributes of the Grievance Process.

third party arbitration, wherein a neutral arbitrator considers both sides of the dispute and issues a ruling that is usually binding and final. Management is much less likely to agree to such a procedure when administrative issues and adverse personnel actions are included within the scope of grievances. On the other hand, both parties are likely to favor the use of arbitration when the scope of a grievance is limited to those issues agreed upon at the collective bargaining table.

In addition to the relationships between the three variables encompassing the attributes of the grievance process, all three are closely related to the variables of geographical location, LEAA region and U.S. Census region. There are many possible explanations for the link between geographical location and the grievance process. There may be other variables intervening that are not included in the research and which have not been identified. It is possible that the relationship reflects a pattern of adoption of successful practices from other agencies practicing collective bargaining in the same area. This explanation is based upon the assumption that existing collective bargaining agreements from other agencies in the same general area are used as "models" for the agencies just beginning collective negotiations.

Another possible explanation is the extent and knowledge of private sector grievance procedures that prevails in a given area. If the area has a long history of

private sector unionism, public sector employees may have knowledge of the grievance procedures in use within the private sector and strive to have similar procedures incorporated into their labor agreements.

The findings also reflect a relationship between the type of law enforcement agency, state, county, or municipal, and the type of labor organization. Type of labor organization is also related to geographical considerations. It is likely that these two relationships may best be explained by the concept of a "halo effect". Law enforcement personnel, seeking an appropriate form of organization, to enter into collective bargaining, may tend to select one that has demonstrated tangible results and benefits for agencies of the same type within the same general geographical area. These relationships may also reflect selective organizational efforts on the part of labor organizations within geographically restricted areas.

The various relationships and associations discussed above provide some basis for better understanding the process of grievance in collective bargaining agreements. In an attempt to reduce the number of variables and to reach more understandable links between the variables, factor analysis was performed on the data.

Factors and Their Significance

Factor analysis was chosen as the most appropriate statistical method to analyze the data collected for this exploratory research. Because there is little or no previous research on the topic of grievance proceedings in law enforcement collective bargaining agreements, it was necessary to proceed with the data collection and analysis using intuitively valid variables. Given a reasonable theory and previously validated variables, the study could have utilized other statistical tests and could have attempted to validate research hypotheses. Instead, the problem became one of seeking preliminary answers to two broadly stated research questions. Some of the answers were provided by the analysis of the relationships between the variables discussed above. Others remain.

Factor analysis provides a statistical methodology wherein a number of variables may be gathered into "factors" or clusters of variables that, to a large degree, measure about the same thing or things. By calculating all of the correlations, or relationships, between the variables and seeking the common elements, it is possible to reduce the data down to a limited number of factors. The process can be illustrated as shown in Figure 5. The variables are situated in two-dimensional space. The problem then becomes one of recognizing that the closer the variables are, the more closely they are related to each other and the more the variables are

likely to be measuring the same thing or different aspects of the same thing.

Figure 5 reflects four factors, each factor composed of unique variables. Since each variable is a part of only one factor, the variables are said to have a complexity of 1. The four factors identified in this analysis provide a basis for the formulation of new variables for future research.

The first factor, geographical considerations, reinforces the findings and the analysis of the relationships discussed above in that geographical considerations are of major importance in exploring and explaining the variance in the grievance process in law enforcement collective bargaining agreements. This factor specifically points out that labor organizations tend to proliferate within geographically bound spheres of influence.

The second factor relates the type of law enforcement agency to the type of government of the jurisdiction. The findings suggest that some significant portion of the total variance in grievance procedures is accounted for by the type of jurisdiction. Since different jurisdictions have a variety of legal requirements and prohibitions concerning collective bargaining and arbitration, it is likely that the factor is reflecting, to some extent, those differing legal requirements.

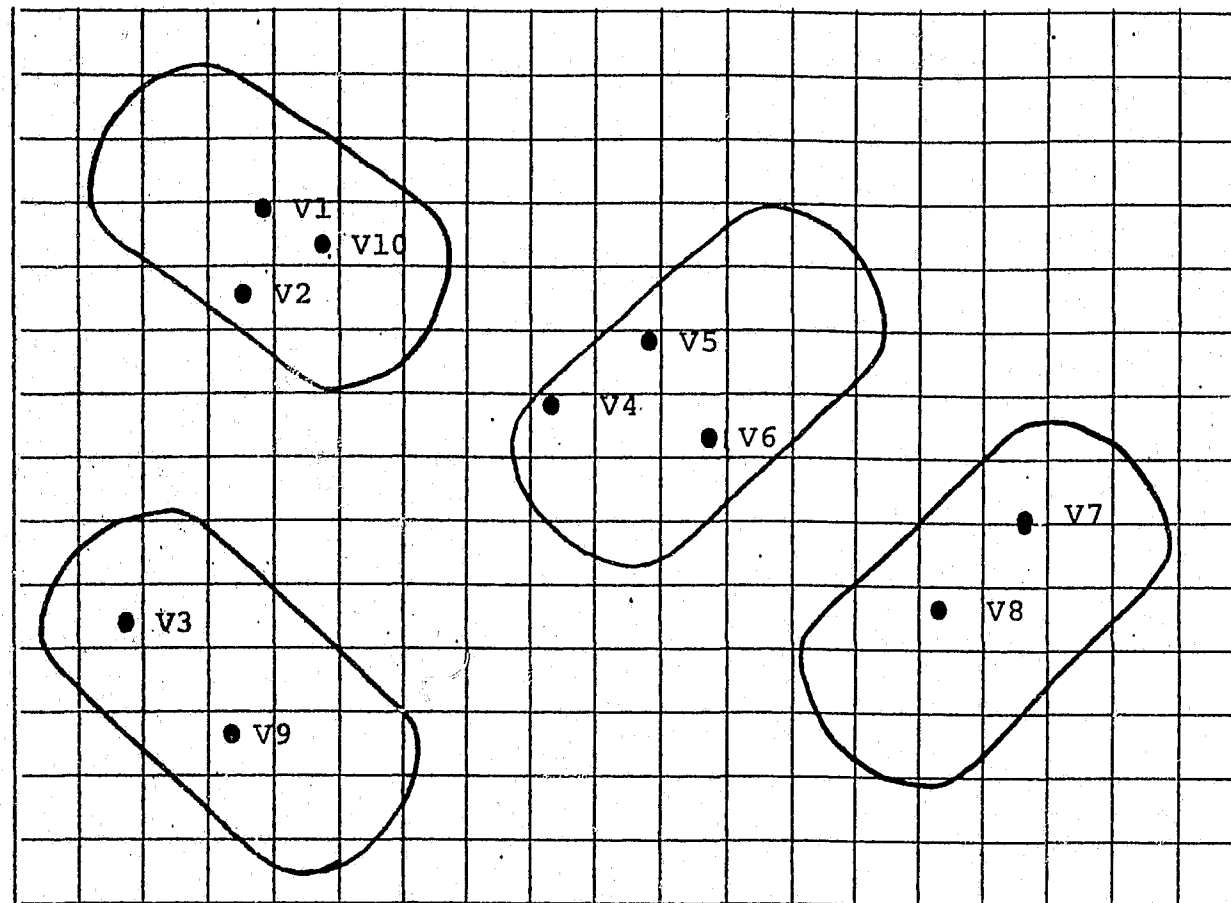


Figure 5. Illustrative distribution of study variables in two-dimensional space. Factors are identified by oval markings.

LEGEND:

- | | |
|----------------------------------|---------------------------------|
| V1 = Type of Grievance Procedure | V6 = U.S. Census Region |
| V2 = Type of Arbitration | V7 = Population Group |
| V3 = Type of Agency | V8 = Department Size |
| V4 = Type of Labor Organization | V9 = Type of Government |
| V5 = LEAA Region | V10 = Scope of Grievance Topics |

Factor 3, collective bargaining grievance attributes, provides the basis for the future development of a single variable which could encompass type of arbitration, type of grievance procedure, and scope of grievance topics. The three variables are related in such a manner (see Figures 2-4) that a single typology or classification system could be devised for use in following research. Since the essence of scientific inquiry is parsimony, the promise of such a development is encouraging.

The final factor points out the relationship of law enforcement agency size to the population group served by the agency. Although this relationship is not perfect and some larger agencies are found in smaller population groups and vice versa, it is likely that results from studies which include only agency size as a variable will not differ significantly from studies including both variables. Again the principle of parsimony is served.

Collectively, the four factors account for slightly over three-fourths of the total variance among the ten variables. The task for future researchers will be to account for the remaining variance and to identify other factors.

Contributions of the Study

Fair, equitable, and expedient grievance processing is absolutely essential to the operational productivity of a law enforcement agency, and hence to the public safety. As law enforcement moves into the area of collective bargaining and negotiations, it is necessary that both labor and management be knowledgeable of the effects of inappropriate grievance procedures on the morale and motivation of police officers. If the morale and motivation of the law enforcement officers collapse, the public safety is in immediate peril.

It is not enough that negotiators work out conditions of employment and remunerative issues at the bargaining table. A means of providing for the resolution of conflicts and disputes must be included in the collective bargaining agreement. The means of resolution include a well thought out, expedient, and equitable grievance procedure. By illustrating some of the extremes of existing procedures, and by identifying pertinent relationships between those procedures and the characteristics of the agencies and the jurisdictions, this study contributes to the overall body of knowledge and serves the law enforcement field as well as the public.

The research is apparently the only study of its type that has been attempted to date in the growing field of study related to collective bargaining and law enforcement.

In order to develop a body of knowledge and expertise in any field, it is necessary to survey the field, to identify basic concepts, and to offer guidelines and suggestions for future research. The major contribution of this research has been its attempt to do these preliminary and essential steps.

The typologies created in this study are preliminary but provide a useful tool for categorizing and visualizing some of the complex concepts and constructs within the study area. Since no typology is exact, further refinement will undoubtedly be needed, but that refinement could only take place after the preliminary work has been completed. The conceptual framework is now available to guide other research and other researchers.

The factors identified also serve a heuristic purpose. It is clear that there are significant relationships between the variables and that some of the variables can be reduced and consolidated. The research provides a model for the construction of new and more comprehensive variables.

The findings that related several of the variables to geographically bound areas of influence are useful in understanding how labor organizations, types of grievance procedures, types of arbitration, and scope of grievance topics are adopted within law enforcement. While not exact enough at this time to make precise predictions, the basis is laid for construction of predictive models. These findings should suggest additional variables and new study areas to other researchers.

Recommendations for Future Research

The field of law enforcement collective bargaining is relatively new and is diverse, complex, and evolving. As in any evolving field of study, research must continue in order to discover all of the relationships and to build theories that predict and explain the complexities. Additional research is clearly needed before definitive statements, predictive models, and useful theories can be developed.

Longitudinal research will be desirable to identify merging patterns and trends within the collective bargaining agreement grievance process. Such research should include as much of the history of labor relations within each agency and jurisdiction as possible.

The effects of the various types of grievance procedures and the types of arbitration on the operational effectiveness of the law enforcement agency is another study area that should yield useful results and findings. If there is one best way of handling grievances and resolving disputes, research to identify the components and the attributes of that best way is needed.

Much of the discussion of the significance of the variables and factors centers around the concept of the influence of other agencies and existing agreements in the selection of components of a grievance system. Further

research is needed to identify the extent of that influence on the selection process. A number of additional variables should be investigated to determine their relationship, if any, to the grievance process.

The agency-specific labor relations history and the nature of the previous negotiations between the jurisdiction and the law enforcement labor organization could explain many of the variations in the grievance procedures. The history of labor and management in the private sector within a given jurisdiction could also help to explain some of the variance. Many other variables could be tested for significant relationships and such testing remains to be done.

Perhaps the single area where research is most needed centers around the geographically bound phenomena that repeatedly surfaced as a significant variable and factor. Geography is an extremely broad variable and is obviously made up of many different effects. Research is needed to break down the factor of geographical considerations into its components in order to identify and measure the operant variables within the geographical factor. Costs of living, climate, type of manufacturing and agriculture, types of businesses and industries, population densities, soil and topography, population characteristics, and many other variables are probably involved in the geographical factor. Research in this area could provide meaningful results useful across a wide spectrum of research problems and topics.

Overall, this research study serves as a baseline, pointing out more research problems and areas of needed inquiry than providing definitive answers. It should be considered as a starting point, a first step, toward gaining a better understanding of the complex and intriguing topic of grievance processing within law enforcement collective bargaining.

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APPENDIX A

Alaska

Alaska Department of Public Safety

Arizona

Phoenix Police Department

California

Alameda County Sheriff Department
Alameda Police Department
Alhambra Police Department
Anaheim Police Department
Bakersfield Police Department
Berkeley Police Department
Buena Park Police Department
Burbank Police Department
Chula Vista Police Department
Compton Police Department
Concorn Police Department
Contra Costa County Sheriff Department
Downey Police Department
El Monte Police Department
Fresno County Sheriff Department
Fremont Police Department
Fullerton Police Department
Garden Grove Police Department
Glendale Police Department
Hayward Police Department
Hilo Police Department
Huntington Beach Police Department
Inglewood Police Department
Long Beach Police Department
Los Angeles Police Department
Marin County Sheriff Department
Modesto Police Department
Montebello Police Department
Monterrey County Sheriff Department
Oakland Police Department
Oceanside Police Department
Orange County Police Department
Palm Springs Police Department
Palo Alto Police Department
Pasadena Police Department
Placer County Sheriff Department
Redono Beach Police Department

APPENDIX A

California (continued):

Richmond Police Department
 Sacramento County Sheriff Department
 San Bernadino County Sheriff Department
 San Bernadino Police Department
 San Diego County Sheriff Department
 San Diego Police Police Department
 San Joaquin County Sheriff Department
 San Jose Police Department
 San Mateo County Sheriff Department
 San Mateo Police Department
 Santa Ana Police Department
 Santa Barbara Police Department
 Santa Clara County Sheriff Department
 Santa Clara Police Department
 Sonoma County Sheriff Department
 Stanislaus County Sheriff Department
 Stockton Police Department
 Torrance Police Department
 Vallejo Police Department
 Ventura County Sheriff Department
 West Covina Police Department
 Whittier Police Department

Colorado

Boulder Police Department

Connecticut

Bristol Police Department
 Connecticut State Police
 Danbury Police Department
 East Hartford Police Department
 Fairfield Police Department
 Greenwich Police Department
 Hartford Police Department
 Meriden Police Department
 New Britain Police Department
 New Haven Police Department
 Norwalk Police Department
 Stratford Police Department
 Waterbury Police Department
 West Haven Police Department

Delaware

Delaware State Police
 Wilmington Police Department

Florida

Alachua County Sheriff Department
 Boca Raton Police Department
 Clearwater Police Department
 Coral Gables Police Department
 Florida Department of Public Safety
 Hialeah Police Department
 Hollywood Police Department
 Jacksonville Police Department
 Melbourne Police Department
 Miami Police Department
 Orlando Police Department
 Pompano Police Department
 Sarasota Police Department
 St. Petersburg Police Department
 Tallahassee Police Department
 Tampa Police Department
 Volusia County Sheriff Department

Hawaii

Hilo Police Department
 Honolulu Police Department
 Maui Police Department

Illinois

Arlington Heights Police Department
 Elgin Police Department
 Evanston Police Department
 Madison County Sheriff Department
 Rockford Police Department
 Rock Island Police Department
 Will County Sheriff Department

Indiana

Evansville Police Department
 Fort Wayne Police Department
 Muncie Police Department

Iowa

Cedar Rapids Police Department
 Council Bluffs Police Department
 Davenport Police Department
 Des Moines Police Department
 Iowa Department of Public Safety
 Polk County Sheriff Department
 Sioux City Police Department
 Waterloo Police Department

Kansas

Kansas City Police Department
 Wichita Police Department

Kentucky

Covington Police Department
 Louisville Police Department

Louisiana

Alexandria Police Department
 Monroe Police Department

Maine

Maine State Police

Maryland

Anne Arundel County Sheriff Department
 Hagerstown Police Department
 Harford County Sheriff Department
 Montgomery County Sheriff Department

Massachusetts

Cambridge Police Department
 Chicopee Police Department
 Holyoke Police Department
 Lawrence Police Department
 Lynn Police Department
 Massachusetts State Police
 Medford Police Department
 Quincy Police Department
 Waltham Police Department
 Worcester County Sheriff Department
 Worcester Police Department

Michigan

Ann Arbor Police Department
 Battle Creek Police Department
 Bay City Police Department
 Dearborn Police Department
 Dearborn Heights Police Department
 Flint Police Department
 Genesee County Sheriff Department
 Jackson Police Department
 Kalamazoo County Sheriff Department
 Kalamazoo Police Department
 Kent County Sheriff Department
 Lansing Police Department
 Macomb County Sheriff Department
 Monroe County Sheriff Department
 Pontiac Police Department
 Redford Township Police Department
 Roseville Police Department
 Royal Oak Police Department
 Saginaw County Sheriff Department
 Saginaw Police Department
 Southfield Police Department
 St. Clair Shores Police Department
 Sterling Heights Police Department
 Troy Police Department
 Warren Police Department
 Wyoming Police Department

Minnesota

Duluth Police Department
 Minneapolis Police Department
 Minnesota State Patrol
 Ramsey County Sheriff Department
 Rochester Police Department

Montana

Billings Police Department

Nebraska

Las Vegas Police Department
North Las Vegas Police Department
Reno Police Department

New Hampshire

New Hampshire State Police

New Jersey

Atlantic County Sheriff Department
Atlantic City Police Department
Bayonne Police Department
Cherry Hill Police Department
East Orange Police Department
Edison Police Department
Essex County Sheriff Department
Hudson County Sheriff Department
Irvington Police Department
Jersey City Police Department
Kearney Police Department
Linden Police Department
Monmouth County Sheriff Department
Morris County Sheriff Department
Newark Police Department
New Brunswick Police Department
New Jersey State Police
Old Bridge Police Department
Orange Police Department
Paramus Police Department
Passaic Police Department
Paterson Police Department
Pennsauken Police Department
Plainfield Police Department
Teaneck Police Department
Union City Police Department
Union Police Department
Vineland Police Department
Wayne Township Police Department
West Orange Police Department

New Mexico

Albuquerque Police Department
Bernalillo County Sheriff Department

New York

Albany County Sheriff Department
Albany Police Department
Amherst Police Department
Binghamton Police Department
Erie County Sheriff Department
Monroe County Sheriff Department
Newburgh Police Department
New York State Police
Onondaga County Sheriff Department
Poughkeepsie Police Department
Rochester Police Department
Suffolk County Sheriff Department
Tonawanda Police Department
Yonkers Police Department

Ohio

Akron Police Department
Cleveland Police Department
Columbus Police Department
Dayton Police Department
Lima Police Department
Lucas County Sheriff Department
Mansfield Police Department
Springfield Police Department
Toledo Police Department
Warren Police Department
Youngstown Police Department

Oklahoma

Lawton Police Department
Oklahoma City Police Department
Muskogee Police Department
Norman Police Department
Tulsa Police Department

Oregon

Eugene Police Department
 Lane County Sheriff Department
 Multnomah County Sheriff Department
 Portland Police Department

Pennsylvania

Abington Police Department
 Allegheny County Sheriff Department
 Allentown Police Department
 Bethlehem Police Department
 Chester Police Department
 Harrisburg Police Department
 Lancaster Police Department
 Pennsylvania State Police
 Philadelphia Police Department
 Reading Police Department
 Scranton Police Department
 York Police Department

Rhode Island

Cranston Police Department
 East Providence Police Department
 Pawtucket Police Department
 Warwick Police Department
 Woonsocket Police Department

Tennessee

Memphis Police Department
 Shelby County Sheriff Department

Texas

Beaumont Police Department
 Brownsville Police Department
 El Paso Police Department
 San Antonio Police Department

Utah

Salt Lake City Police Department

Vermont

Vermont Department of Public Safety

Washington

Clark County Sheriff Department
 Everett County Sheriff Department
 Everett Police Department
 Pierce County Sheriff Department
 Seattle Police Department
 Spokane County Sheriff Department
 Tacoma Police Department
 Yakima Police Department

West Virginia

Huntington Police Department

Wisconsin

Beloit Police Department
 Green Bay Police Department
 Kenosha Police Department
 Madison Police Department
 Milwaukee County Sheriff Department
 Racine County Sheriff Department
 Racine Police Department
 Shebogan Police Department
 Waukesha County Sheriff Department
 Waukesha Police Department
 Wisconsin State Patrol

Wyoming

Billings Police Department

END

END