

Collective Bargaining Agreements for Police and Firefighters



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Collective Bargaining Agreements for Police and Firefighters

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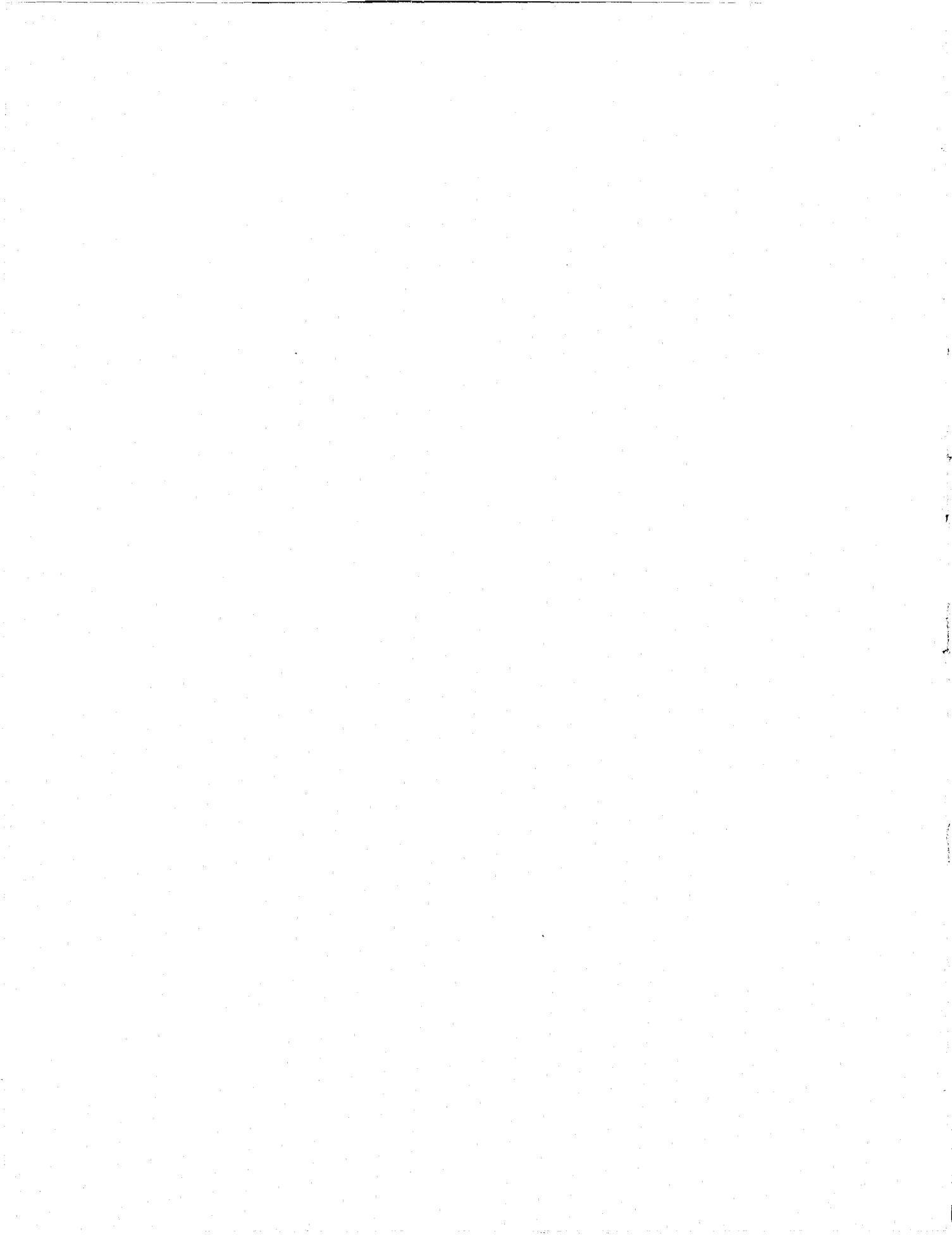
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Preface

This bulletin is one of a series of studies by the Bureau of Labor Statistics dealing with collective bargaining and labor-management relations in the public sector. This study provides information on the characteristics of agreements covering police and fire protection employees in State, county, and municipal jurisdictions.

This bulletin was prepared in the Division of Industrial Relations by Richard R. Nelson, with the assistance of John H. Chase and Haney R. Pearson, Jr., under the direction of Leon E. Lunden, Project Director. Funds for the study were made available by the Labor Management Services Administration of the Department of Labor.



Contents

	<i>Page</i>
Chapters:	
1. Introduction	2
2. Identifying characteristics of agreements	4
3. Administrative provisions	10
4. Wage provisions and allowances	28
5. Hours, overtime, and outside employment	37
6. Paid and unpaid leave	48
7. Pension and insurance benefits	58
8. Personnel policies	67
9. Grievance, arbitration, and discipline	80
10. Negotiations and negotiation impasse procedures	91
Tables:	
1. Police and fire agreements by level of government and city size, 1972-73	7
2. Police and fire agreements by region and employee organization, 1972-73	7
3. Police and fire agreements by occupational group and employee organization, 1972-73	7
4. Police and fire agreements by size of bargaining unit and employee organization, 1972-73	8
5. Contract duration of police and fire agreements by government activity, 1972-73	8
6. Union security arrangements in police and fire agreements by employee organization and region, 1972-73	25
7. Dues checkoff, management rights, antidiscrimination, and residency requirement provisions in police and fire agreements, 1972-73	25
8. Official time for union business in police and fire agreements, 1972-73	25
9. Miscellaneous union activity provisions in police and fire agreements, 1972-73	26
10. Leaves of absence for union business in police and fire agreements, 1972-73	26
11. Wage adjustment provisions in police and fire agreements, 1972-73	35
12. Parity and longevity pay provisions in police and fire agreements, 1972-73	35
13. Pay for shifts and holidays worked in police and fire agreements, 1972-73	35
14. Uniform and automobile allowances in police and fire agreements, 1972-73	35
15. Scheduled weekly hours of work in police and fire agreements, 1972-73	46
16. Scheduled days in the workweek in police and fire agreements, 1972-73	46
17. Overtime and related provisions in police and fire agreements, 1972-73	46
18. Outside employment provisions in police and fire agreements, 1972-73	46
19. Allowances for voting, police court time, and jury duty in police and fire agreements, 1972-73	55
20. Paid holiday provisions in police and fire agreements by government activity, 1972-73	55
21. Maximum vacation allowances in police and fire agreements, 1972-73	56
22. Selected payments for time not worked in police and fire agreements, 1972-73	56
23. Personal and maternity leave provisions in police and fire agreements, 1972-73	56
24. Life insurance, health benefit plans, and pension provisions in police and fire agreements, 1972-73	65
25. Line-of-duty benefit provisions and liability protection in police and fire agreements, 1972-73	65
26. Probationary periods, work assignment provisions, and manning in police and fire agreements, 1972-73	77

Contents—Continued

	<i>Page</i>
Tables—Continued	
27. Reduction-in-force provisions in police and fire agreements, 1972-73	77
28. Training and education provisions in police and fire agreements, 1972-73	77
29. Temporary service out of rank and promotion procedures in police and fire agreements, 1972-73.....	78
30. Promotion criteria in police and fire agreements, 1972-73	78
31. Negotiated grievance provisions in police and fire agreements, 1972-73	83
32. Status of mediation and arbitration in grievance procedures in police and fire agreements by government activity, 1972-73	89
33. Disciplinary procedures in police and fire agreements, 1972-73	89
34. Negotiation impasse resolution procedures in police and fire agreements, 1972-73	93
Appendix: Identification of clauses	94

Chapter 1. Introduction

Scope of study

Chapter 1. Introduction

Police and fire protection, of vital importance to the safety and well-being of a community, are essential services at State, county, and municipal levels of government. In recent years, however, the occurrence of civil disturbances, coupled with increasing crime rates, has provided a challenge for public safety officials.

As has been true for other workers in the public sector, police and firefighters have increasingly turned to collective bargaining to achieve economic and non-economic benefits. Because the outcome of negotiations between public safety personnel and their employers is so critical to public order, it is essential that settlements be reached as quickly and peacefully as possible. To achieve these objectives, negotiators need information which will promote rational bargaining.

This study marks the Bureau's first attempt to present information on the frequency and composition of collective bargaining provisions in protective service agreements. Special attention has been given to two factors that distinguish protective service agreements from those customarily negotiated by workers in other occupations—the modification of standard clauses to meet specific conditions of police and fire operations, and the inclusion of provisions covering subjects unique to public safety employment.

The reader should be cautioned that the data reflect the Bureau's understanding of the written provisions and do not necessarily represent that of the parties involved. Agreement language can be vague or complicated and may not always be indicative of actual practice. Under such circumstances, the Bureau can only analyze the specific language appearing in contracts and hope that it closely represents the rules under which the parties operate.

Scope of study

For this study, the Bureau examined 504 collective bargaining agreements covering 84,979 fire, police, and sheriffs' department employees, including clerical

and support personnel. The areas of jurisdiction included 238 State, county, and municipal governments contained within 32 States and the District of Columbia. A small number of city or countywide agreements which extended their coverage to fire and police departments were also included.

It should be emphasized that the study is based on agreements which the Bureau had in its files.¹ These may not be a representative sample of all agreements covering protective service employees. The discussion in the following chapters refers only to the agreements studied and is not necessarily applicable to all police and fire agreements.

All agreements were in effect during 1972-73. To provide the most current information possible, over 90 percent of the clause illustrations were drawn from contracts expiring during 1974-77. The agreements from which the clauses are taken are identified in the appendix.

In addition to collective bargaining agreements as usually defined in private industry, this study includes related documents such as memoranda of understanding, letters of agreement, ordinances, and other unilateral promulgations if they are clearly the result of bilateral negotiations. This approach understates the effect of unions and associations on police and fire labor relations policies. In many cases, seemingly unilateral city ordinances and executive orders are in fact the consequence of discussions involving employee organizations. However, if no record of this involvement has been set forth in the documents, they have not been considered within the scope of the study. This approach, therefore, understates the effect of unions and associations on police and fire labor relations policies.

For convenience of exposition, all documents used in this study will be referred to as agreements or contracts.

¹ The Bureau maintains a file of private and public sector collective bargaining agreements, all voluntarily submitted, which are available for public use.

Chapter 2. Identifying Characteristics of Agreements

Bargaining unit designation
Level of government
Employee organization and affiliation
Region
Occupational group
Size of bargaining unit
Contract duration

Chapter 2. Identifying Characteristics of Agreements

Bargaining unit designation

Police agreements outnumber fire protection contracts in the study, but the number of fire protection employees who are covered is greater than the number of police protection employees, as shown in the following tabulation:

Activity	Agreements	Employees
Total	504	84,979
Firefighters	195	41,176
Police	254	33,488
Police and firefighters	11	777
Sheriffs' deputies	38	9,221
Citywide ¹	6	317

¹ For the purposes of this study, "citywide" agreements cover most or all municipal activities and specifically include police and fire protection. Employee coverage refers only to those in the protective services.

Few agreements involve employees of sheriffs' departments. In many jurisdictions, these employees frequently obtain their jobs by political appointment and their number is small; consequently they are less likely to choose representation by an employee organization.

Still fewer contracts combine police and firefighters or include them with all other municipal employees in a citywide agreement. Such multicoverage contracts are a phenomenon of small cities and involve few employees in the study.

Level of government

The great majority of the agreements studied (89 percent) covered municipal police or fire protection employees, as might be expected considering the localized nature of such services. (See table 1.) Ten percent of the agreements were reached at the county level, covering 15 percent of all employees included in the study. The data reflect situations where county governments have assumed police and/or fire protection responsibilities that otherwise would have been divided among a number of small, unincorporated jurisdictions. The centralization which emerges provides greater efficiency

and control than might be obtainable from small local jurisdictions. Duplicated effort is eliminated when several operations are merged into one operation. In addition, a centralized government possesses purchasing economies which might not be available to individual jurisdictions.

Three-quarters of the cities represented in the study have populations of no less than 10,000 and up to 100,000. These, however, encompass only slightly more than one-quarter of municipal police and fire protection workers. The remaining workers were in cities with populations of 250,000 or more.

Data on the number of agreements will serve as an indicator of the dispersion of contract provisions studied while data on the number of employees covered will furnish a measure of the impact of contract provisions on police and fire employees.²

Employee organization and affiliation

Over three-fifths of the agreements, covering more than one-half of the employees, were negotiated by traditional unions, the bulk of which are affiliated with the AFL-CIO. (See table 2.) The remainder of the agreements were negotiated by associations, primarily local police and fire associations.

Agreements involving AFL-CIO affiliates were concentrated primarily in two unions, the International Association of Fire Fighters (IAFF) and, to a lesser extent, the American Federation of State, County, and Municipal Employees (AFSCME), which had contracts largely covering police jurisdictions:

Employee organization	Agreements	Employees
Total	504	84,979
All AFL-CIO affiliated unions	266	45,158
Firefighters	179	39,846
State, County and Municipal Employees (AFSCME).....	84	4,942

² The analysis in this and subsequent chapters pertains only to the 504 agreements studied. As noted earlier, these are not necessarily a representative sample of all police and fire agreements.

Formed in 1918, the IAFF achieved a high degree of acceptance from local governments, mainly because the organization's essentially conservative policy did not clash with elected officials' assertions that strike action among government employees was illegal. The IAFF retained in its constitution a clause prohibiting strikes, and finally retracted this clause in 1968 in an environment of growing union militancy. Already firmly established as a representative of fire protection employees, it easily moved into an active collective bargaining role when such methods become legal.

The State, County and Municipal Employees (AFSCME) is the only other AFL-CIO affiliate with a relatively large number of agreements, mostly in police protection. The AFSCME, which had more success organizing nonpolice than police employees, accounts for more police agreements in the study than the Fraternal Order of Police. However, employee coverage is not as extensive compared to contracts involving nonaffiliated police associations.

An additional 40 agreements were negotiated with independent unions. All of these were locals of the International Brotherhood of Teamsters, which wields influence among employees of sheriffs' departments. Of the six contracts signed by AFL-CIO affiliates and independent organizations, four involved independent unions, and two, employee associations.

Among the 192 associations signing agreements, the bulk were local police or fire associations, comprising employees from one protective service, usually in one jurisdiction. There were also a variety of organizations which were structured along single protective service lines, but cover more than one jurisdiction, such as the Fraternal Order of Police and several police benevolent associations. Other associations in the study, such as civil service employee associations or associations of city employees, covered a variety of government employees, including some from the protective services:

<i>Employee association</i>	<i>Agreements</i>	<i>Employees</i>
Total	192	37,236
Police associations	128	27,056
Fire associations	16	848
Fraternal Order of Police ...	30	2,845
Police benevolent associations	12	5,992
Civil service employee associations	2	187
Independent city employee associations	4	308

Among police, the dominance of associations over AFL-CIO unions may be attributable to the Federation's

lack of interest in organizing police since the 1919 Boston police strike. No separate AFL-CIO charter has yet been issued, although a group seeking such a charter, the National Union of Police Officers, eventually affiliated with the Service Employees International Union (AFL-CIO).

Typically, contracts failed to specify affiliations of employee organizations. Among the exceptions were Wisconsin and California contracts, which occasionally referred to affiliations with statewide organizations such as the Wisconsin Police Protective Association or the Peace Officers Research Association of California. Only one agreement specified the organization's affiliation with the International Conference of Police Associations.

Names of the organizations sometimes revealed their fraternal beginnings: Examples are the Des Moines Police Burial and Protective Association, the Stockton Police Widow's and Orphans Association, the Firemen's Protective League of Anaheim, the Andover Police Betterment Association, and the Rochester Police Locust Club, Inc. Other names implied that the particular associations were established solely for negotiating purposes: Examples are the Scituate Police Salary Committee, the Boston Police Collective Bargaining Federation, or the Police Officers of the Borough of Monroeville, Wage Policy Committee.

Region

Protective service collective bargaining agreements were found everywhere except in the East South Central and West South Central States. (See table 2.) Neither region is an area where collective bargaining is widespread, accounting for the absence of police and fire agreements. Only two of eight States in the two regions had passed any enabling legislation referring to police and firefighters. Alabama permitted firefighters to present proposals; Oklahoma permitted collective bargaining for both police and firefighters.

Agreements were most numerous in New England and the East North Central States where collective bargaining has a long tradition, and where a significant number of small bargaining units are contained within smaller population centers. The largest number of police and firefighters were concentrated in the Middle Atlantic States, followed by the Pacific States, where a number of agreements covered large urban communities.

Occupational group

As a rule, protective service agreements covered nearly all employees in police and fire departments—both

rank-and-file employees and superior officers. (See table 3.) In both the number of agreements and workers coverage, AFL-CIO affiliates had a numerical edge over associations. On the other hand, where officers and nonofficers bargained separately, association agreements were more prevalent, more so for nonofficer contracts than for those of officers. About one-half of the association agreements exclusively involving officers were negotiated by separate organizations, such as the Portage Police Command Officers Association or the Detroit Police Lieutenants and Sergeants Association. The remainder were negotiated by associations including both officers and nonofficers, as was the case for traditional unions representing supervisory police or fire personnel, which were evenly dispersed among the IAFF, AFSCME, and Teamsters.

Few agreements involved civilian personnel alone, but a significant proportion included civilians with command and nonsupervisory police and fire employees.

Size of bargaining unit

The present study indicates that collective bargaining in the protective services has filtered down to small units. This is evident first in the prevalence of small cities in the study (table 1), and again by the large number of small bargaining units. Nearly three-quarters of the agreements studied covered under 100 employees each. (See table 4.) These small unit contracts, however, accounted for only 17 percent of the police and

firefighters studied. The rest of the employees were divided between contracts covering 100 to 999 employees each (121), and those each involving 1,000 or more (16). The largest unit involved 9,400 New York City firefighters. Other sizable units were the Los Angeles police, New York State troopers, Philadelphia firefighters, and Milwaukee police.

Contract duration

Police and fire agreements, like contracts for municipal employees, are of shorter duration than agreements in private industry. (See table 5.)³ Only 14 percent of the agreements, covering 12 percent of the police and fire employees studied, were negotiated for 3 years or more. Over 83 percent of the agreements, covering 71 percent of the employees in the study, were drawn for terms of 2 years or less. In fact, 1-year agreements constituted 36 percent of the contracts studied and 24 percent of the protective service employees covered. Contracts of this brief duration may be linked to the complex nature of the union-management relationship in government where budgetary matters are controlled by a third party—the legislative branch—and can affect the settlement. Because of this uncertain element, it is possible that the parties tend to negotiate short-term agreements.

³ See *Municipal Collective Bargaining Agreements in Large Cities*, Bull. 1759 (Bureau of Labor Statistics), pp. 4, 6.

Table 1. Police and fire agreements by level of government and city size, 1972-73

Level of government and city size	Agreements		Employees
	504	84,979	
Total	504	84,979	
State	6	5,317	
County	51	12,806	
City	447	66,856	
Population of:			
1,000,000 and over	3	13,175	
500,000 through 999,999	14	12,004	
250,000 through 499,999	20	12,225	
100,000 through 249,999	34	8,924	
50,000 through 99,999	95	10,281	
25,000 through 49,999	111	5,951	
10,000 through 24,999	118	3,028	
Less than 10,000	52	1,268	

Table 2. Police and fire agreements by region and employee organization, 1972-73

Region	All agreements		Employee organization							
			AFL-CIO		Independent		AFL-CIO and independent organizations ¹		Associations	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total	504	84,979	266	45,158	40	1,666	6	919	192	37,236
New England	85	8,664	65	6,733	2	118	-	-	18	1,813
Middle Atlantic	72	26,021	25	14,947	2	610	-	-	45	10,464
East North Central	187	15,815	104	7,359	21	688	1	24	61	7,744
West North Central	22	2,315	10	1,336	6	52	-	-	6	927
South Atlantic	14	7,410	8	5,508	-	-	1	227	5	1,675
East South Central	-	-	-	-	-	-	-	-	-	-
West South Central	-	-	-	-	-	-	-	-	-	-
Mountain	23	2,473	15	1,614	-	-	-	-	8	859
Pacific	101	22,281	39	7,661	9	198	4	668	49	13,754

¹ Includes 2 agreements covering 307 employees involving an AFL-CIO union and an employee association, and 4 agreements covering 312 employees involving AFL-CIO unions and independent unions.

Table 3. Police and fire agreements by occupational group and employee organization, 1972-73

Occupational group	All agreements		Employee organization							
			AFL-CIO		Independent		AFL-CIO and independent organizations		Associations	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total	504	84,979	266	45,158	40	1,666	6	919	192	37,236
Officers	19	3,315	5	320	3	165	-	-	11	2,830
Nonofficers (rank-and-file police and firefighters)	48	5,166	18	1,774	5	46	-	-	25	3,346
Civilians	13	648	8	553	-	-	-	-	5	205
Officers and nonofficers	209	45,869	116	26,972	13	1,071	-	-	80	17,826
Nonofficers and civilians	8	1,582	3	50	2	79	-	-	3	1,453
All occupational groups	207	28,399	116	15,689	17	305	6	919	68	11,486

Table 4. Police and fire agreements by size of bargaining unit and employee organization, 1972-73

Size of bargaining unit	All agreements		Employee organization							
			AFL-CIO		Independent		AFL-CIO and independent organizations		Associations	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total	504	84,979	266	45,158	40	1,666	6	919	192	37,236
Under 10 employees	24	144	11	65	9	55	-	-	4	24
10-24	107	1,820	61	1,046	16	239	1	24	29	511
25-49	126	4,366	59	1,948	9	315	-	-	58	2,103
50-99	110	7,896	64	4,619	3	247	2	190	41	2,840
100-249	68	9,971	34	4,860	2	210	2	439	30	4,462
250-499	35	12,588	21	7,888	-	-	1	266	13	4,434
500-999	18	12,087	9	6,072	1	600	-	-	8	5,415
1,000-1,999	11	14,901	5	6,760	-	-	-	-	6	8,141
2,000-2,999	2	4,601	1	2,500	-	-	-	-	1	2,100
3,000-3,999	1	3,200	-	-	-	-	-	-	1	3,200
4,000-4,999	1	4,006	-	-	-	-	-	-	1	4,006
5,000 employees and over	1	9,400	1	9,400	-	-	-	-	-	-

Table 5. Contract duration of police and fire agreements by government activity, 1972-73

Contract duration	All agreements		Firefighters		Police		Police and fire		Sheriffs' deputies		Citywide	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total	504	84,979	195	41,176	254	33,488	11	777	38	9,221	-	317
Less than 12 months	14	7,511	7	2,825	6	680	-	-	1	4,006	-	-
12 months	180	20,233	67	9,773	87	7,604	4	325	20	2,420	2	111
13-17 months	15	4,856	5	1,317	7	3,233	-	-	3	306	-	-
18 months	5	206	1	108	4	98	-	-	2	275	-	-
19-23 months	20	6,471	6	282	12	5,914	-	-	7	603	2	137
24 months	182	20,739	74	11,324	96	8,612	3	63	-	-	-	-
25-35 months	14	13,501	9	11,476	5	2,025	-	-	-	-	-	-
36 months	63	8,814	21	5,111	33	3,916	2	107	5	1,611	2	69
More than 36 months	5	1,015	1	96	2	637	2	282	-	-	-	-
Duration undetermined	6	1,633	4	864	2	769	-	-	-	-	-	-

Chapter 3. Administrative Provisions

Recognition of employee organization
Agreement approval
Union security
Dues checkoff
Management rights
Antidiscrimination clauses
Residency requirement
Political activities
Union activity provisions

Chapter 3. Administrative Provisions

Recognition of employee organization

Fire and police agreements usually opened with a statement recognizing the employee organization as the official representative of the bargaining unit. This statement was often linked to an occupational description of those in the unit and commonly cited the specific State law or the government agency which had the authority to certify the organization's majority status:

- (1) Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, [the] Professional Peace Officers Association was certified on January 29, 1970, by [the] County's Employee Relations Commission (Employee Relations Commission File No. R-22-69) as the majority representative of County employees in the Supervisory Peace Officers Employee Representation Unit (hereinafter [called] the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes PPOA as the certified majority representative of the employees in said Unit. The term "employees" as used herein shall refer only to employees employed by the County in said Unit in the employee classifications comprising said Unit as listed in Appendix "A" attached hereto and incorporated herein, as well as such classes as may be added hereafter by the Employee Relations Commission.

If the parties were unable to agree on the composition of the bargaining unit—an infrequent occurrence, usually concerned with the inclusion of supervisory with non-supervisory employees—the matter could be submitted to arbitration for resolution.

Agreement approval

In the public sector, the customary topics of collective bargaining (wages, economic benefits, personnel policies, work rules, and working conditions) are often determined by legislative or administrative action, as they were before the advent of collective bargaining. Consequently, situations can arise where the negotiated agreement will be in conflict with laws or rules. Negotiators have addressed themselves to this problem in several ways.

In a few instances, the parties consider the agreement paramount should a conflict arise between administrative rules and the contract:

- (2) The paid firefighters agree to be bound by the Civil Service Rules and the City of Lebanon Personnel Rules and Regulations, in that order; provided, however, that where there is a conflict between this contract and the above rules and regulations, this contract shall supersede.

If contract terms conflicted with existing law, the agreement could obligate the government employer to seek any amendments that would be necessary to bring the two into accord. The language could be broadly written to cover any possible conflicts or could be narrowly drawn to focus on a specific issue:

- (3) The City will adopt or amend such resolutions and ordinances that may be necessary to implement the terms of this agreement.

- (4) The Salary Procedure Ordinance shall be amended so as to provide that all overtime performed by a sworn police officer, sergeant, policewomen-clerk or detective shall be compensated for at the rate of one and one-half times the regular hourly rate of pay. . . .

Often amendment of law was complicated by the need for a subordinate government body to seek legislative action from the State. Provisions requiring legislative action ordinarily would not become effective until changes had been made:

- (5) It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

Since legislative action or a referendum vote is outside the control of the government's administrative officers at best, management could either agree to cooperate in seeking changes in the law or remain neutral:

- (6) . . . The arbitrator's decision shall be final and binding. The employer shall support the currently proposed legislation necessary, to effectuate this provision. . . .

- (7) As the City thinks the $\frac{1}{2}$ widow's continuance provision of the Public Employee Retirement System is a reasonable addition to the retirement program for sworn police and fire personnel and since the provision is beyond the City's ability to support within the present tax structure, the City therefore agrees to

place the $\frac{1}{2}$ continuance provision on the ballot for the next regular municipal election . . . Representatives of the Police Association, Federated Firefighters and the management staff shall cooperate in composing the ballot measure, which among other things shall contain a reasonable explanation of the cost of the provision and its effect upon the municipal property tax rate.

To determine the actual cost of the $\frac{1}{2}$ continuance provision, the City agrees to pay the full cost for an actuarial survey.

The City Administrative Staff shall not take any position either for or against a ballot measure on the $\frac{1}{2}$ continuance provision.

The Economic Stabilization Act of 1970 and Presidential Executive Order 11615, which established controls over wage and benefit settlements in public service as well as private industry, acted as additional hurdles to approval of final agreements. Both of these terminated in the spring of 1974. Thirty-six agreements negotiated during the controls period, covering 19,334 police and fire employees (7 percent of the agreements and 21 percent of the employees studied), contained provisions referring to Federal approval of the settlement:

(8) There is hereby established—contingent upon the same being legally possible under Federal rules and regulations relating to the current wage freeze—the following pay plan for the Chief of Police and all other employees of the Police Department classified under Civil Service, and for the Fire Chief and all other employees of the Fire Department classified under Civil Service. The schedule outlined in Table 1 becomes effective July 1, 1971, contingent upon the same being legally possible under Federal rules and regulations relating to the current wage freeze. . . .

(9) *Clothing allowance.* The increase in clothing allowance for the two juvenile officer positions and the two detective positions will be paid into the uniform allowance fund after Phase 1 of the current wage and price freeze expires.

Among these were provisions which listed specific exceptions to Federal controls for noneconomic matters or for pay settlements antedating the imposition of controls:

(10) The Association agrees that authority is required from the Cost of Living Council, either by specific order or blanket order, except for:
[Par.] (2) (a) The salary increase up to August 15, 1971;
[Par.] (9) Residence;
[Par.] (10) Grievances;
[Par.] (11) Retroactivity—Proficiency Program.

If Federal authorities denied part of the increase, some agreements permitted the parties to defer payment to a time when controls were relaxed:

(11) The wage and monetary fringe increases provided for in this agreement shall go into effect on the date specified only to the extent permitted by applicable

federal and state laws. If at any time during the three hundred and sixty-five day period following the date the increases were scheduled to go into effect, the employer is legally permitted to grant the balance of such increases that were to go into effect but withheld, such increases shall be put into effect as of that date.

In some agreements, references to Federal pay approval were put in the form of "savings" clauses to protect the remainder of the contract, should parts of it be disapproved:

(12) It is understood by the Association that this agreement shall be subject to any condition or provision of the price and wage controls imposed by the Federal government. Should any provision of this agreement be declared null and void under the terms of these controls the validity of this agreement shall not be affected and all other provisions shall remain in full force and effect for the period here indicated.

Union security

In contrast to private sector collective bargaining agreements, where union security provisions are frequently found, such arrangements are not yet prevalent in police and fire agreements. Only 33 percent of the agreements, covering 26 percent of the employees in the study, contained some type of union security provision. (See table 6.) AFL-CIO unions accounted for 67 percent of all union security arrangements, and 18 percent were negotiated by associations. Most of the AFL-CIO union security clauses were in agreements of the American Federation of State, County and Municipal Employees (AFSCME) and the International Association of Fire Fighters (IAFF). On a percentage basis, police employees under AFSCME agreements were more likely to be working under a union security arrangement than firefighters in the IAFF.

Union security provisions were clustered heavily in East North Central States, where 50 percent of the agreements contained such arrangements; these covered 52 percent of the police and fire employees in the area who were in the study. (See table 6.) A smaller cluster was found in the New England States. Of the few agreements in the South Atlantic States, six contained union security provisions. All six were located in Delaware, Maryland, or the District of Columbia.

Union security agreements appeared more frequently in police than fire department contracts, although those negotiated for firefighters covered more employees. (See table 6.) This pattern has already been noted in IAFF and AFSCME contracts.

Agency shop arrangements were the most common both in number of agreements and employees covered, representing 47 percent of the union security arrange-

ments and 43 percent of the police and fire employees under such provisions. Union shop and maintenance of membership arrangements followed with an equal prevalence:

Type of union security	Agreements	Employees
Total with union security arrangements	167	21,973
Union shop	32	1,490
Modified union shop	25	4,446
Agency shop	78	9,375
Maintenance of membership.	32	6,662

However, union shop arrangements covered fewer employees than either maintenance of membership or modified union shop arrangements.

Union shop. Under a union shop provision, all police and fire employees are obligated to join the union or association. The union shop is a strong form of union security since all employees must join and thereafter maintain membership or lose employment. Over 19 percent of the union security provisions reviewed provided for the union shop, but these covered less than 7 percent of the employees covered by union security provisions:

- (13) All present employees covered by this agreement shall, as a condition of employment, become and remain members of the union, in good standing, thirty (30) days after the signing of this agreement.

All future employees shall be required to become and remain members of the union six (6) months after their appointment to the Enfield Police Department.

The employer agrees to inform all applicants to the Enfield Police Department of this condition of employment.

- (14) All present employees covered by this agreement shall, as a condition of employment, become and remain members of the union in good standing within 10 days after the signing of this agreement. All future employees shall be required to become and remain members within 30 days after employment. Employees who fail to comply shall be discharged.

Union shop provisions in State and local agreements rarely contained variations in contract language. When they did, it was to ensure that a nonmember who applied to the employee organization and was rejected would not be discharged, or to guarantee that the government employer would not be held liable as a result of carrying out the requirements of the provision:

- (15) All employees covered under the terms of this agreement shall make application to join the Association within thirty-one (31) calendar days following the date of employee's hire or signing of this agreement, whichever

is the later, and must maintain membership in good standing, as uniformly required by the Association, for the life of this agreement and any renewal thereof. Refusal to join the Association or to maintain membership in good standing shall be grounds for dismissal. If the Association fails to admit such an employee into the Association membership, this shall not be cause for his dismissal.

- (16) All employees in the bargaining unit shall become and remain members of the union for the duration of this agreement to the extent of paying an initiation fee and the monthly dues and assessments uniformly required of all members as a condition of continued employment. Present employees shall have 60 days from the effective date of the agreement to comply with this section. New employees shall comply with this section on or before the termination of their probationary period.

The union agrees to indemnify and hold harmless the City for any loss or damages arising from the operation of this Section.

Modified union shop. Under the modified union shop, current employees who are not union members do not have to join the union as a condition of employment. However, all new employees must join within a specified time period. The modified union shop distinguishes between future employees, who will know in advance that union membership will be required immediately subsequent to employment, and current employees, who were hired before the union achieved recognition. Consequently, current employees are guaranteed that they will not be released should they reject union membership.

The modified union shop, by attrition, eventually ensures the same result as the union shop—complete bargaining unit membership in the employee organization. Approximately 15 percent of the union security agreements, covering more than 20 percent of the police and fire employees, contained provisions for a modified union shop.

Clauses typically stipulated that current union members must retain union membership, that new employees must join the union, and that noncompliance would result in separation:

- (17) All present union members shall be covered by this agreement and shall as a condition of employment remain members of Local 1828 in good standing thirty (30) days after becoming regular employees. . . .

All new employees of the department shall become and remain members of the Rumford Unit and Local 1828 thirty (30) days after becoming regular employees.

Probationary appointees shall be considered to be regular employees of the department.

Any member of the Unit who fails to comply with this agreement, shall be subject to discharge from the Rumford Police Department, by the Commission within fifteen (15) days after receipt of a written notice to the

Commission from the Chairman of the Unit, of said members failure to comply with this agreement.

Agency shop. Under the agency shop, police and fire employees are not required to join the employee organization, but must pay a fixed monthly amount equivalent to union dues as a condition of employment. The agency shop, therefore, permits nonmembership for those opposed to joining and submitting to discipline by a union. Nonetheless, all who benefit from representation (including nonmembers) must necessarily assume a share of the financial burden of collective bargaining and contract administration. This provision represents the most prevalent form of union security found in police and fire agreements; a surprisingly large number of agency shops appeared in Michigan agreements and thus contributed significantly to this high prevalence. These arrangements antedated a 1973 Michigan law specifically making the agency shop a negotiable issue.

Typical agency shop provisions required nonmembers to pay a fee or a service charge to the union. Failure to do so would result in severance from the job:

(18) Any officer who does not maintain membership in the Association during the term of this agreement, shall, as a condition of continued employment, pay to the Association an amount equal to the Association's regular fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this agreement.

Probationary officers who fail to comply with this requirement within thirty (30) days after completion of three (3) months of service shall be discharged by the Commission of Public Safety. . . .

(19) Any employee who is not a member of the association and who does not make application for membership, shall, as a condition of employment, pay to the association an amount equal to the association's regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessment uniformly applied to the members as a contribution toward the administration of this agreement. Employees who fail to comply with this requirement within 30 days from the first date of their employment shall be discharged by the employer.

In some instances, the provision contained a justification for the agency shop. Such provisions emphasized the requirement that the union had to represent all employees and that all employees must therefore assume their "fair share" of the cost:

(20) The union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, union and non-union, fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their proportionate share of the costs of representation by the union. No employee

shall be required to join the union, but membership in the union shall be made available to all employees who apply consistent with the union constitution and by-laws. No employee shall be denied union membership because of race, creed, color or sex.

(21) Membership in the union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Membership in the union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to [union membership]. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the union, and this agreement has been executed by the employer after it has satisfied itself that the union is the choice of a majority of the employees. . . .

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this agreement.

In accordance with the policy set forth [above], all employees in the bargaining unit shall, as a condition of continued employment, pay to the union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the union, which shall be limited to an amount of money equal to the union's regular and usual initiation fees, and its regular and usual dues. . . .

If any provision of this article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

The parties could also negotiate a modified agency shop, relieving current employees from the obligation to pay a service charge:

(22) All permanent members of the . . . police department shall have the right to join or refrain from joining the association. Any employee who chooses not to join the association (except those employees who are not members of the association on the date of the signing of this agreement), and who is covered by the terms of this collective bargaining agreement shall, however, be required to pay to the association, an amount of money equal to the initiation fee uniformly required for membership in the association, and a monthly service fee equal to the monthly dues charged members of the association, to defray the costs in connection with the association's legal obligations and responsibilities as the exclusive bargaining agent of the employees covered by this agreement.

In addition, any employee who chooses not to join the association, (except those employees who are not members of the association on the date of the signing of this agreement), shall be required to pay any assessment

uniformly levied upon all members of the association, in connection with costs relating to collective bargaining and/or arbitration concerning the terms and conditions of any proposed collective bargaining agreement. . . .

In addition to the general requirement that non-members pay a service fee, nearly one-quarter of the agency shop agreements obligate those joining the organization to retain their membership—usually for the life of the agreement. In the following illustration, the agency shop fee is paid to a scholarship fund rather than to the employee organization:

(23) All employees covered by this agreement who voluntarily are or who voluntarily become members of the union in good standing following the date of signing of this agreement or at the beginning of their employment, shall, as a condition of their employment, remain members of the union in good standing during the term of this agreement. This provision shall not apply to any employee, who, within 30 days preceding the next ending of this agreement, shall withdraw from the union by sending a signed withdrawal letter to the office of the local union with copy to management.

An employee who is not or does not become a union member shall be required as a condition of employment to have an amount equal to the union initiation fee and monthly dues deducted from his wages in the same manner as checkoff of union dues. Amounts so deducted from the wages of such employees shall be paid to the Dr. Schnoor Scholarship Fund, to be used for the purposes for which it is established. Such sums shall be transmitted annually by management to the Fund. . . .

Maintenance of membership. Maintenance of membership constitutes the weakest form of union security found in the protective services since it requires only that union members retain their membership as a condition of employment. Neither current nonmember employees nor new police and fire employees are obligated to join. Should they join voluntarily, however, employees must remain members—usually for the life of the agreement:

(24) Each employee in the bargaining unit who is a member of the union on June 30, 1970, or who thereafter becomes a member, shall, as a condition of employment, remain a member of the union in good standing during the life of this agreement.

(25) Employees who are members of the Association at the time this agreement becomes effective shall remain members for the duration of this agreement, and the City shall not honor revocation from any member included in this provision.

Employees not members of the Association at the time this agreement becomes effective, and all employees hired during the term of this agreement, may at their desire after thirty (30) days of service become members of the Association by signing their Association application form.

All present and future members of the Association shall, as a condition of employment, be required to remain members of the Association in good standing at least to a period of thirty (30) days prior to the expiration of renewal date of this agreement, at which time employees may notify the Association and the City management in writing that they no longer desire to continue membership in the Association and, as to these employees, membership in the Association shall not be a condition of employment during the term of any extension of the present agreement or renewal thereof.

An employee who does not elect to withdraw from the Association during the aforementioned thirty (30) day period shall be required, as a condition of continued employment, to remain a member of the Association for the term of any extension of the present agreement or renewal thereof.

Maintenance of membership provisions could also define "membership in good standing" so as to protect an employee against discharge:

(26) . . . Employees shall be deemed to be members of the union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

Dues checkoff

Checkoff provisions set forth the conditions under which employers regularly may withhold, with the employee's authorization, dues owed to his bargaining representative. These dues are transmitted monthly by the employer to the employee organization. Checkoff does not depend upon the existence of a union security provision; it is negotiated independently. In police and fire agreements, for example, the proportions of all agreements and all employees under checkoff provisions far exceeded those for union security. Almost 66 percent of the protective services agreements, covering almost 62 percent of the employees, contained checkoff provisions. (See table 7.) In comparison, union security was found in 33 percent of the agreements, covering 26 percent of the employees.

Checkoff provisions in police and fire agreements are most often brief statements of the employer's obligation to withhold money from the employee's pay and to transmit accumulated funds to the union or association. Reference is commonly made to the need for the employee to authorize deductions, but illustrations of the authorization form, commonly found in non-government contracts, are rarely included in police and fire agreements:

(27) The County agrees to deduct the association dues from each employee's wages upon written authorization by the employee. The deductions shall be made once each month and the total of such deductions made payable to the Association. . . .

(28) The employer agrees to deduct the union membership dues, each month from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the employer by the treasurer of the union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the treasurer by the 15th of the current/succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this agreement:

Authorization for Payroll Deduction

By
Last Name First Name Middle Name
To
Employer

Effective Date

I hereby request and authorize you to deduct from my earnings, once each month, an amount established by the union as monthly dues. The amount deducted shall be paid to the treasurer of the union. This authorization shall be irrevocable during the term of this agreement.

When dues are not remitted during an extended leave of absence, the provision may specify that the government employer has the duty to reinstate deductions upon the return of the employee to duty status:

(29) The Town agrees to deduct union membership dues once each month from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the treasurer of the union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the treasurer of the union after such deductions are made. The union agrees to hold the Town harmless from damages arising from the making of authorized deductions.

These deductions will be made on the same pay day of each month as specified by the Town and agreed to by the union.

In the event an employee receives no pay on the pay day on which union dues are deducted, no deduction shall be made for that month.

When a member's dues are not deducted by reason of the conditions described in Section 3 of the Article or by reason of an extended absence from the Department, during which time he is not paid, and such member returns to active duty, it shall be the responsibility of the Town to reactivate the deduction of his dues.

The provision may relieve the employer of his contractual obligation to deduct dues if the agreement is broken by the employee organization, for instance, by striking in defiance of a contractual prohibition:

(30) County agrees, upon written consent of the employees involved, to deduct dues, as established by association, from the salaries of its members. The sums so withheld shall be remitted by County, without delay, along with

a list of employees who have had said dues deducted. Should any employees within the unit with the support of the association engage in any strike, slowdown, or other work stoppage during the term of this agreement, County may cease said dues deductions immediately.

Management rights

A management rights provision sets forth those managerial functions which are reserved in whole or in part to the employer. It represents an understanding between the parties of matters which are completely in management's control and those which are shared. The clause does not, however, stand alone. The entire contract involves agreements between the employer and the union on their respective rights and consequently, the contract delineates the extent of management's rights.

Fifty-four percent of police and fire agreements, covering 55 percent of the employees, included management rights provisions. (See table 8.) Police agreements accounted for 53 percent of the agreements, but only 45 percent of the employees covered by management rights provisions.

Provisions took two general forms. First, there were general statements of management's rights, which were broadly written to encompass all rights accruing to the employer. Residual rights clauses, for example, reserved to government employers those rights not specifically modified by the contract:

(31) In the interpretation of this agreement the City shall not be deemed to have been limited in any way in the exercise of the regular and customary function of municipal management and shall be deemed to have retained and reserved, unto itself all the powers, authority and prerogatives of municipal management as such rights existed prior to the execution of this agreement with the Association except to the extent expressly abridged by a specific provision of this agreement.

(32) The City retains all rights it had prior to the signing of this agreement except as such rights have been specifically relinquished or abridged in this agreement.

The signing of this agreement shall not abridge any employee rights or privileges to which he is entitled by ordinance, Charter, Board Ruling, or historical practice unless such right or privilege is specifically covered by one or more terms of this agreement.

Management's specific rights were enumerated under the second form. Typically, enumerated clauses contained a list of prerogatives falling within management's sphere which were subject to modification by the terms of the contract:

(33) The City has the right and is entitled, without negotiation or reference to any agreement resulting from negotiating, to:

- (a) Direct its employees;
- (b) Hire, promote, classify, transfer, assign, retain,

- suspend, demote, discharge, or take disciplinary action against any employee;
- (c) Relieve any employee from duty because of lack of work or for any other legitimate reason;
 - (d) Maintain the efficiency of its governmental operations;
 - (e) Determine the methods, means and personnel by which its operations are to be conducted;
 - (f) Take whatever actions may be necessary to carry out its responsibilities in situations of emergency; and
 - (g) To contract or subcontract matters relating to municipal operations, provided that such contracting or subcontracting shall not be entered into for the purpose of circumventing this agreement.
- (34) It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive are: the rights to decide the number and location of its facilities, stations, etc., work functions to be performed, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering, and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, to enter mutual aid pacts with other communities, and expressly reserves the right to establish and maintain rules, regulations, and procedures governing the operation of the Public Safety Department and the employees therein, except when limited by the express provisions appearing elsewhere in this agreement.
- It is further recognized that the responsibility for the management of the Department, the selection and direction of the working forces, including the right to hire; suspend or discharge for just cause; assign; promote, demote or transfer within the Department; and/or to lay off employees because of lack of work or for other legitimate reasons is vested exclusively in the City. Provided however and unless otherwise mutually agreed upon, all promotions shall be made in accordance with departmental policies entitled "Promotional Procedure" for a Public Safety Corporal, Sergeant and Lieutenant, all of which are adopted on 11-21-66, copy of which is attached as Exhibit I. Employees shall have the right to process grievances with Section 8 following, if the Association believes the City has violated this agreement or its rules and regulations relating to employment.
- (35) The union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority which the City has not officially abridged, delegated or modified by this agreement are retained by the City. The union recognizes that the City's rights, powers and authority include and are not limited to the following: Determination of the standards of services to be offered by the Fire Department; determination of the standards of selection for employment; direction of its employees; the taking of disciplinary action; relieving its employees from duty because of lack of work or for other legitimate reasons; issuance of rules and regulations;

maintenance of the efficiency of governmental operations; determination of the methods, means and personnel by which the City's operations are to be conducted, including the right to sub-contract; establishment and revision or discontinuance of policies, programs, and procedures to meet changing conditions to better serve the needs of the public; determination of the content of job classifications; exercise of complete control and discretion over its organization and the technology of performing its work; and to fulfill all of its legal responsibilities.

The rights, responsibilities and prerogatives set forth above are inherent in the City Council and City Manager by virtue of law and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this agreement.

Antidiscrimination clauses

Antidiscrimination provisions are generally designed to protect employees and job applicants from bias for reasons of race, creed, color, national origin, sex, age, marital status or union membership. Forty-nine percent of the agreements examined included some form of antidiscrimination clause, covering 44 percent of employees studied. (See table 8.) Most were general policy statements applying to both the union and the employer:

- (36) Neither the City nor the union shall discriminate against any firefighters on the basis of race, creed, color, politics, ancestry, religion, national origin or membership or non-membership in a labor organization.

Discrimination by the employee organization could result in cancellation of the agency shop provision:

- (37) . . . No employee will be denied membership because of race, color, creed, or sex. This agency shop article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this article whenever the Commission finds that the union has denied an employee membership because of race, color, creed or sex. . . .

In addition to pledges of nondiscrimination because of union membership, clauses could specify that there would be no discrimination in hiring and that, in fact, employment of minorities would be encouraged. Promotions might also be set forth as an area where bias would not be permitted:

- (38) No persons employed by the City nor applicants for City employment shall be discriminated against because of race, creed, color, or national origin. Active efforts shall be made to encourage applicants for City employment in all departments from all racial, religious and nationality groups. The City shall take steps to assure that employment assignments and promotions are given on an equal non-discriminatory basis. Membership in the union shall be open to every employee covered by this contract on a non-discriminatory basis.

Residency requirement

A number of communities have limited government employment to persons residing within their jurisdiction. The practice generally dates from the 1930's, when the depression reduced sharply the number of available jobs. The policy was adopted by communities which felt that it did not seem appropriate to hire someone from outside the area when many local citizens were out of work. From the end of the second World War until recently, government employment was expanding in most jurisdictions; government salaries have been somewhat low relative to private industry, and consequently qualified employees have been harder to find. The general move to suburbia has forced many communities to ignore or abandon such regulations in order to recruit and hold qualified personnel. Only 29 of the agreements studied dealt with residency requirements. (See table 7.) In some instances, employees were required to live within the employing jurisdiction:

- (39) Nothing contained in this article shall be construed to alter or waive the rule that all employees of the Bridgeport Fire Department are required to reside within the limits of the City of Bridgeport.

Most residency rules were embodied in laws and regulations established long before collective bargaining came to public employees, and appeared in agreements only when employees negotiated their removal or prevented their initiation:

- (40) The Town agrees that for the duration of this contract, no personnel rule shall be instituted requiring employees of the Police Department to live within the Town of Groton.

A broader residential base might facilitate the hiring of qualified personnel; nevertheless there are still attempts to check the flight of government personnel to the suburbs. The argument has been advanced that personal involvement of police officers in the life of the city might enhance their dedication and thereby improve performance. Compromise solutions designed to encourage but not require employees to live within the community were found in a small number of agreements. These limited new hiring to local citizens, although, once employed, they were free to relocate in neighboring communities. Other agreements granted preference in promotion to residents:

- (41) Each new appointee to the Fire Department must be a resident of the Town of Stratford at the time of such appointment. Each employee may reside in the Towns of Trumbull or Shelton, or in the cities of Bridgeport or Milford, provided he notifies the Chief of the Fire Department in writing that he intends to change his residence and where he intends to reside.

- (42) If a vacancy is to be filled from a promotional register, the secretary shall certify to the appointing authority the names of the five available eligibles or 25% of the total available eligibles, whichever is greater, who stand highest on the appropriate register, subject to:

(1) Residence preference, if there be such. . . .

Most residency clauses, however, had a practical and job-related justification; that is, they required employees to live within a convenient distance from their work stations so that they would be available in an emergency. These clauses applied particularly to fire fighters, who were more likely to be called back to work than police.

In general, there are three types of residency requirements involving callback. The first designated the area in which the employee had to live, using existing jurisdictional boundaries or highways to define residency limits. The second simply required residence within a given radius or distance from the station. The third, and most common, defined the limits of residence in terms of commuting time:

- (43) The employee shall be permitted to live anywhere within the boundaries of Kilgore Road to the North, 29th Street to the East, "W" Avenue to the South, and 6th Street to the West.

- (44) Members of the fire department can live in distance of up to five (5) miles from the city limits, as long as they are within the limits of the Nampa telephone exchange.

- (45) Employees shall reside within 20 minutes of the fire station, by way of the best possible route, under the best possible circumstances.

In some cases, employees were not expected to meet the residency requirement until the termination of their probationary periods:

- (46) A probationary employee shall not be required to meet the residency requirements until after six (6) months following completion of his probationary period. An employee's permanent residence must be within the area bounded by the following perimeter streets: Nine Mile Road, John C. Lodge Expressway, Inkster Road, West Bloomfield Road, Auburn, Opdyke, Featherstone, Hamlin, and Dequindre Road.

Exceptions to the residency requirement could be made, with approval, for a limited number of employees:

- (47) It is agreed that five (5) of the present members of the Police Department may live within ten (10) miles of the city limits. It is further provided that two (2) additional such authorizations will be reserved for new candidates who are added to the Force and choose not to live within the city limits.

Several sheriffs' department agreements contained provisions concerning "resident officers," so called because they were expected to live in a specific part of the county:

(30) Any employee of the Sheriff's Department required by the department head to reside in a particular geographic area of the County so as to serve as a resident officer shall receive additional compensation therefor in the amount of \$50.00 per month. The total number of officers so compensated shall not exceed seven (7).

Political activities

Laws and regulations restricting the political activity of government employees have long been a part of many merit systems. These restrictions were intended to insulate public employees from political influence or pressure, and thus attempt to prevent political considerations from permeating the work environment. While these limitations on political activity have come under attack from some unions and from others, the rapid growth of the public sector has brought ever-increasing numbers of workers under them. Public safety agreements contain a variety of provisions governing political activity. Although no tabulations were made, presented below are illustrations of the range of policies adopted in collective bargaining agreements.

In some instances, all political activity was forbidden, while in others prohibited activities were specified:

(48) It is to the benefit of the Town to build a competent staff of employees which will give efficient service to the Town at all times, regardless of changes in administration. In the interest of achieving this objective, no employee covered by this agreement may participate actively in any political party in any capacity whatsoever.

(49) Improper political activities: An employee in the service of the City shall not:

1. Continue in his position after becoming a candidate for nomination or election of any City of Boulder office;
2. Be a member of a political club or organization or solicit any monetary contribution to the campaign funds of any political organization seeking to elect any candidate for City of Boulder office;
3. Act as a worker at the polls or to distribute badges, pamphlets, nomination petitions, brochures, or hand bills of any kind favoring or opposing any candidate for election to a City of Boulder office; or
4. Use one's position, title or uniform or to allow oneself to be used, because such employee is a municipal employee, on behalf of any candidate for City of Boulder office.

Additional provisions permitted employees to engage in almost any kind of political activity so long as they were on their own time and out of uniform. A few agreements even arranged for employees seeking office to take leave, and for those elected to part-time positions to continue on the payroll:

(50) No Association member shall be deemed to be in violation of any City ruling or department order by

reason of his engaging in or offering political assistance during off-duty hours to any political candidate on the federal, state or local level, providing such political activity be otherwise lawful, and further providing that while so engaged in same the member shall not be dressed in any official uniform of the department nor display any official department identification.

(26) An employee may be granted up to thirty (30) days leave without pay in order to run for an elective governmental office.

(51) Any member of the Fire Department who is elected or appointed to a public office, Governmental Commission or Governmental Committee, which shall not be a full-time position, shall be granted leave from duty without loss of seniority or other benefits and the City will pay, in salary, the difference between any payment received for said salaries, if any, and the employee's regular salary.

Union activity provisions

Official time

Provisions concerning the conduct of union business on official time were found in 15 percent of the agreements. (See table 8.) Specifically, these clauses referred to the internal affairs of the employee organization and should not be confused either with official time for preparation and processing of grievances, or for negotiations, although the same clause may cover these as well as internal activities. Three-quarters of the provisions referring to union business permitted the use of official time, usually with the condition that union business not interfere with anyone's regular duties. Twenty-nine of the provisions permitting union business on official time placed time limits on such activities. The language of most of these was rather vague referring to "proper" or "reasonable" time limits. Other provisions were more precise:

(38) Members shall be permitted to discuss union business with other members during their duty hours, provided such discussions shall not interfere with the performance of the member's duties.

(52) Officers and other representatives of the union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their union responsibilities, processing of grievances, and administration and enforcement of this agreement for contract negotiating purposes, no more than four (4) persons shall be excused from duty without loss of pay.

(53) . . . The employer agrees to permit one (1) employee steward and two (2) alternates for representing patrolmen, to use up to six (6) hours in any two (2) week period, and one (1) Command Officer to act as steward representing Command Officers, to use up to two (2) hours in any two (2) week period, without loss of pay,

noncumulative, during his normal working hours, to perform the duties of a steward for the union, and that these employees names shall be filed with the Police Chief. Such stewards may leave the post to which they are assigned on the union business provided they have received permission and entered on the log the time at which they leave and return. In no event will the above activities be permitted to interfere with the efficient operation of the Police Department.

A more common union activity provision, appearing in over one-fifth of the agreements, listed the functions of the employee organizations' stewards and other representatives. (See table 9.) These duties could be confined to matters involving the grievance procedure or could extend into other activities:

(54) The union shall designate a grievance committee to serve during the life of this agreement, composed of three (3) employees whose duties, other than their regular duty as employees, will be to handle complaints, grievances or disputes respecting the interpretation, intent or meaning of this agreement in accordance with the terms of this article. . . .

(55) The employer recognizes the rights of the employees to designate job stewards and alternates from the employer's seniority list.

The authority of job stewards and alternates so designated by the union shall be limited to and shall not exceed the following duties and activities:

- (1) the investigation and presentation of grievances to his employer or the designated company representative in accordance with the provisions of the collective bargaining agreement;
- (2) the collection of dues when authorized by appropriate local union action;
- (3) the transmission of such messages and information which shall originate with, and are authorized by, the local union, or its officers, provided such messages and information
 - (a) have been reduced to writing, or,
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interference with the employer's business.

The steward shall be permitted reasonable time to investigate and present grievances on City property without loss of time or pay, during his regular scheduled work day, providing it does not interfere with City operations.

The most common of union activity provisions were those granting employee organizations the use of bulletin boards for publicizing their meetings and other activities. These were found in 40 percent of the agreements studied. (See table 9.) Since use of bulletin boards is a privilege extended by the employer, provisions focused on restrictions governing their use; that is, designation of available space, definition of material that could be posted, conditions necessitating advance approval by management of postings, and

penalties for posting proscribed materials such as information derogatory to the employer:

(56) The employer agrees to furnish and maintain a suitable bulletin board in a convenient place in the station for the use of the union. The union shall limit its posting of notices and bulletins to such bulletin board. Management may consult with the union for the removal of material that it deems derogatory to the department or its employees.

(57) The City shall permit the union to use one bulletin board, designated by the Chief of Police, at each assembly area, for posting notices of union meetings and elections, results of such meetings and elections, and reports of union committees.

Posted notices shall not contain anything political or anything reflecting adversely upon the City or any of its employees. Any union-authorized violation of this article shall entitle the City to cancel immediately the provisions of this article and prohibit the union further use of the bulletin boards.

Posted notices shall be on union stationary.

(58) The Division shall provide space on a bulletin board at each substation, Troop Headquarters and Division Headquarters for the use of the [Association]. The space provided shall be one-fourth of the available space on each such board but not to exceed two by three feet. All notices shall be submitted by the Association to the Superintendent for approval in advance of posting. Such approval shall not be unreasonably withheld. . . .

(59) The employer must place a suitable glass-enclosed bulletin board in a convenient place in each fire station for the exclusive use of the union.

The union may post signed announcements of union meetings, union elections, union social events, changes of union officers, deaths, and illnesses on the bulletin board. No material of a political or scandalous nature may be posted.

The union shall limit its posting of announcements and other material in the fire stations or on City property, to the bulletin boards.

(60) The City agrees to provide bulletin boards for the Association's use and erect them in locations to be agreed upon for posting notices regarding affairs of the Association, restricted to notices of Association meetings, notices of Association elections, notices of Association appointments and results of Association elections, notices of Association recreational and social events and notices concerning bona fide Association activities such as cooperatives, credit unions, and unemployment compensation information and other notices concerning Association affairs which are not political or controversial in nature. Upon written notice from the City, the Association shall promptly remove from such bulletin boards any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship. The City will retain ownership of the bulletin boards and in the event the Association fails to remove materials in violation of this article, the City reserves the right to remove such bulletin boards.

Other means of publicity, including use of internal mail and public address systems, were also made available to the union in a few instances:

(61) Internal Mail:

The union may distribute literature through the Official Fire Department Mail Service.

Vocalarm Messages:

The union may be granted permission to have unofficial messages transmitted over the Fire Department Vocalarm System with approval of one of the following: Fire Chief, Assistant Fire Chiefs or Deputy Fire Chiefs.

Additional clauses provided for union meetings in department facilities and allowed union officials to visit the workplace. (See table 9.) Both provisions generally required prior approval by management and prohibited interference with the normal operation of the department:

(62) The Association will be permitted to conduct its regular monthly meetings and such special meetings as may be called from time to time on City premises at reasonable times which do not conflict with other scheduled activities for the space involved. . . .

(63) The Division may provide meeting space to the PBA upon written request from the President or Troop Board member in buildings owned or leased by the State. Meeting space shall be provided, subject to the following conditions:

1. Suitable space is not reasonably available elsewhere in the area;
2. The PBA agrees to reimburse the State for any additional expenses incurred by the State, including furnishing janitorial services, and any other expense which would not have been incurred had the space not been available to the PBA;
3. The request for the use of such space is made in advance;
4. Such use will not interfere with Division operations.

(64) The employer agrees to permit representatives of the International Union, of the Union Council, and representatives of Local 1614 to enter the premises with regard to discussing working conditions with the officers, and stewards, provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to employees.

(65) The employer shall permit a representative of the union (including the international union or any of its subordinate bodies) to confer with employees during working hours for a reasonable period of time for the purpose of investigating an alleged grievance or matters affecting the administration of the agreement. Before conferring with an employee, the representative of the union shall make his presence and the purpose of his visit known to the Police Chief or, in his absence, to the Police Officer then in command. The representative of the union may confer with an employee, provided that such conference will not interfere unreasonably

with the performance of the duties assigned to the employee.

Leave of absence for union business

Provisions granting leave of absence for time spent on union business were found in one-third of the agreements studied. (See table 10.) Such leave was generally of two varieties, the most common permitting short-term leave with pay for unit representatives attending union meetings or conventions. Most agreements indicated no specific limit on the amount of time available for such leave, but others put a limitation on the maximum allowable time off or designated activities for which time off was permissible:

(66) The City will allow officers who are elected officials of the AAPOA and the Police Officers Association of Michigan reasonable time off the job with pay to attend to business relating to their official functions. Such time off will be granted at the discretion of the Chief of Police upon written request received sufficiently in advance to permit proper evaluation and replacement consideration. Subject to sufficient advance request and subject to manpower needs of the department, such time off shall be approved if it concerns the following matters:

1. *External Affairs* (POAM)
 - a. Monthly Board Meetings.
 - b. Special Training Seminars.
 - c. Annual Conferences. (5 days will be allowed only 1 officer for the term of the contract.)
 - d. Special Officer Maintenance Assignments of Short Duration.
 - e. Annual POAM Delegates Meeting.
2. *Internal Affairs* (AAPOA)
 - a. Monthly Membership Meetings.
 - b. Special Committee Meetings.
 - c. Special Training Seminars.
 - d. Executive Board Meetings.
 - e. One (1) hour per day from 11:00 to 12:00 noon for Internal Association Affairs.

(67) . . . Such officers and members of the union, as may be designated by the union, shall be granted leave from . . . with full pay for union business such as attending labor conventions and educational conferences, provided that the total leave for all the purposes set forth in this section shall not exceed twenty (20) days in any fiscal year and shall be subject to approval of the Chief for scheduling purposes.

A smaller number of agreements permitted employees elected to union office unpaid leave of absence from their jobs. Again, limits may be placed on the amount of leave:

(68) A full time permanent employee who has been elected or appointed to a public or union position will be granted a leave of absence without pay for a period not to exceed two (2) years.

Three agreements, covering 734 safety employees, permitted time off with pay for union officials engaged in negotiations and processing grievances. However, the pay would come from employees who would pool their earned compensatory time rather than from disbursements made by government:

(69) The employer agrees that employee representatives of the unit shall be allowed to exchange compensatory time with other employees of the unit in order to attend grievance and bargaining sessions. Employer shall not be required to pay for any time spent by delegated employee representatives on grievances or in bargaining.

Labor-management committees

Nearly 10 percent of the agreements established joint committees to deal with issues of common interest to the employer and the employee organization and to improve communication between the parties:

Provision	Agreements	Employees
Total	504	84,979
Referring to labor-management committees	49	16,143
No reference to labor-management committees ...	455	68,836

Usually excluded from discussion were matters handled through the grievance procedure. The clauses within the agreement could vary in length and detail, as illustrated below. Generally, provisions referred to the scheduling of meetings, composition of the committee, leave from work and compensation for representatives, and the development of a written record:

(70) The City and the Federation shall jointly maintain and support a labor-management committee which shall meet at reasonable times at the request of either party to discuss questions of interpretation or application of the agreement and also broader questions which would not be subject to the grievance and arbitration procedure.

(71) A fire labor management committee shall be established for the purpose of discussing at mutually agreeable times matters of mutual concern but not to include amendment of this agreement.

This committee shall be limited to no more than four labor and four management members and must meet no less than once every two months at the call of the City Manager or the President of the Association except by mutual waiver in writing. Any expenses pursuant to said meetings shall be equally borne by the parties to this agreement.

(53) Bi-monthly during the term of this agreement, the employer and the union shall meet, for the purpose of discussing important matters and personnel practices,

and where possible, to resolve differences regarding such matters or practices. Three employees to be designated by the union shall be given up to 4 hours with pay if scheduled to work for the purpose of attending such bi-monthly meetings. The employer and the union shall submit an agenda of subjects to be discussed to the other party 3 working days prior to the scheduled bi-monthly meeting. An absence of agenda from both parties will result in a cancellation of the bi-monthly meeting.

A summary of items discussed at these bi-monthly meetings will be kept on file at the Office of the City Manager and a copy forwarded to the Police Chief and the president of the union.

(72) To insure the realization of the purpose of this agreement as stated in Article II, there shall be a Labor-Management Committee which shall, if requested by either party, meet monthly to discuss matters of mutual concern as they arise including the dissemination of general information of interest to the parties and to give suggestions on subjects of interest to both parties. The purposes of such meetings shall include, but are not limited to:

- a) discuss the administration of this agreement;
- b) discuss grievances which have not been processed beyond the prearbitration steps of the grievance procedure when such discussions are mutually agreed to by the parties;
- c) notify the union of changes contemplated by the City which may affect members of the union; jointly discuss the need for upgrading the current employees in terms of providing and/or identifying training and educational opportunities to meet the future needs and programs of the City and thereby reduce the likelihood of changing skill requirements not being met by current personnel.
- d) disseminate general information of interest to the parties; and,
- e) give the union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including alleged inequities in the treatment of employees in the bargaining unit.

The above list illustrates the type of subjects to be discussed, and is not intended to create additional contractual liabilities. More frequent meetings may be held when in the opinion of both parties such meetings would serve to fulfill the purpose of this agreement as previously stated.

The union shall be entitled to a maximum of three bargaining unit representatives on the Committee, one of whom shall be the Chief Steward.

Written responses promised by either party in meetings of the Labor Management Committee will be submitted to the top representative of the union and City who attended such meeting within 14 calendar days; provided, however, that the parties may mutually agree to extend this time.

Bargaining unit representatives participating in Labor-Management meetings pursuant to this article during working hours will not suffer loss of pay or benefits, however this privilege shall not be abused.

The Chief of Police will make every effort to hold monthly meetings of division personnel to discuss major developments relating to the division which affect all personnel and to receive comments and suggestions regarding division operations and policies.

Safety provisions

The Bureau's review of police and fire agreements found a variety of negotiated safety provisions, although no data specifying distribution are available. While the presence of such clauses reflects the concern of employers and employee organizations with hazards inherent in police and fire occupations, it does not measure the volume of safety activities in which both parties engage. Such activities outside of collective bargaining include support of research, participation in meetings and symposiums, and the development and testing of safety equipment. Collectively bargained safety provisions can only touch upon those aspects of safety that are susceptible to negotiation; viewed independently, they give a very incomplete picture of the broad participation of the parties in safety activities.

Among the matters covered by negotiated safety provisions are safety committees, safety equipment, crew size, and the right to "grieve" hazardous situations. Work in inclement weather and protection during civil disturbances were also mentioned in some provisions. While the clauses generally do not cover all of these subjects, the majority include more than one and in some cases several of these items.

Safety committees, as provided for in agreements, may consist of a union or management committee which meets with its counterpart when necessary, or alternatively, the committee may be organized bilaterally. The committee may function broadly on all safety matters or its activities may be limited to one subject, such as the safety of police cars. In either case, the committee usually has the power to issue recommendations rather than act upon its own authority. The committee might recommend discipline if it were necessary, or it could provide remedies in response to specific complaints:

(73) A safety committee of 3 members of the FOP shall meet with the Chief of Police at least once every month to discuss and make recommendations for improvements of general health and safety of the employees. The Town hereby agrees it will provide efficient and safe equipment and material to protect the health and safety of employees.

The above monthly meeting may be waived by mutual agreement of the committee and the Chief of Police.

A record of discussion at the meeting (minutes) shall be kept and forwarded to the Board of Selectmen.

(74) The employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. Further, the employer will provide protective devices and other equipment necessary to protect its employees from injury and sickness.

The employer shall subscribe to a safety committee who shall determine safety rules and administer same.

- a) The safety committee shall be composed of 1 person chosen by the employer and 1 steward chosen by the employees.
- b) The persons so named shall serve for the duration of this agreement. They shall meet as often as is necessary to carry out their functions.
- c) They shall have the power to recommend disciplinary action for those employees or supervisors who fail to act in accordance with the minimum safety regulations.

(75) A committee shall be formed to investigate any complaints by members as to hazardous or unsafe conditions of the police vehicles. Said committee shall consist of the chairman of the Council's Public Safety Committee, a member designated by the union, and a representative appointed by the Mayor. Complaints by the members may be filed with the Committee in writing. The Committee will make a decision, within three (3) days, relative to a remedy for the complaint and their decision will be acted upon by the administration immediately.

Police and firefighters are deeply concerned about the safety of their equipment. Since modern police and fire departments are mobile, this concern often focuses on the cars, trucks, and motorcycles they must use. In police contracts, use of these vehicles in inclement weather may be regulated, and limitations may be placed upon the total number of miles a vehicle may be driven before it is retired. Additionally, these vehicles may be required to contain plexiglass protectors between front and rear seats. In inclement weather or during evening hours when hazards increase, provisions may require that a vehicle be manned by two police officers:

(76) No employee will drive a motorcycle or servi-cycle when it is raining, snowing or when the temperature is below 34°; except for the purpose of returning the vehicle to an appropriate place of shelter on Town property.

(77) All parties to this agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of an employee's superior officer or the Chief of Police. . . .

When weather conditions are, in the judgment of the commanding officer or shift commander, clearly dangerous, the officer in charge of the shift shall order all cruisers to return to the station for equipping as necessary and reassignment on an emergency basis and each cruiser then shall be manned by at least 2 men.

(78) Not less than 2 officers shall be assigned at any one time after the hours of darkness to any single complaint unit, except in the case of emergency. . . .

The City will afford each officer all necessary equipment maintained in proper working order to protect the health and safety of the officers. The City agrees that no officer shall be required to use a marked, semi-marked or unmarked car which has been driven in excess of 55,000 miles. The City will use its best efforts to replace such patrol cars as soon as they have been driven 40,000 miles. . . .

All marked and semi-marked patrol cars will be equipped with . . . plexiglass protectors between the front and rear seats. . . .

Firefighter agreements may require the installation of protective coverings on vehicles or protective helmets for ladder tillermen; they may also require breathing apparatus for use in fires, safety gloves and glasses, masks, and radiation protection. A fire safety committee may be held responsible for inspecting equipment and for ensuring that faulty equipment is withdrawn from use. Available to the committee would be an appeal procedure, right through arbitration, to grieve hazardous situations in instances where the judgment of the employer and the committee differs:

(79) Not less than 120 self-contained breathing apparatus of the MSA type in good working order will be provided by the City so that all members of the Fire Department will have them at their disposal as protection from dangerous gas and smoke that are encountered at all fires of any consequence.

The City will see that all open cabs shall be fitted with protective coverings so that no firefighter is required to ride in apparatus in an unprotected uncovered area.

Firefighters thirty-five (35) years of age or older shall be given complete physical examinations annually.

A protective helmet such as worn by Rescue & Chief car personnel will be issued to all Ladder Tillermen, and in addition to those items of uniform and bunker gear provided by the City, there shall also be provided safety gloves for all personnel.

(80) It is recognized by the City that the job of a firefighter is exceptionally hazardous. To reduce the danger as far as possible the City will provide each firefighter with modern safety equipment and accessories including but not limited to safety glasses, masks, radiation uniforms, helmets, gloves and any and all other protective gear. The City will also provide all equipment for the use of the firefighters necessary to the efficient and safe performance of their duties.

The Safety Committee of the union shall be free to inspect any equipment used in the fighting of fires or other work of the Department and advise the Chief of any faulty equipment found. Any firefighter or the Safety Committee may call to the attention of the platoon commander in charge the fact that certain equipment may be dangerous to use, and the commander shall have effective authority to remedy the situation by withdrawal of the equipment from use or arranging for its immediate repair. If the platoon commander

refuses to take the necessary steps to remedy the situation, he must notify the Safety Committee of his decision within 12 hours after the matter is brought to his attention, in which event the matter shall be laid before the Fire Chief. If the Chief agrees with the platoon commander, he must so advise the committee within 12 hours, and the union may then present the dispute to the City Manager. Rejection by the City Manager will justify invocation of the arbitration procedure provided in Article XI of this agreement. Provided however, that nothing herein contained shall require an employee to endanger his life because of faulty equipment.

In recent years, firefighters have at times been attacked or harrassed while going to fires or while trying to bring fires under control. As a consequence, two special clauses have been negotiated: One requires bullet-proof protection on vehicles; the other requires adequate police protection while performing fire duties during civil disturbances. If they lack police protection, fire units reserve the right not to enter, or to leave a riot area when in danger:

(81) It shall be the duty of the Fire Department to provide a safe and sheltered place for every firefighter to ride while responding to fires or other emergencies. Present apparatus shall be equipped with enclosures during the term of this agreement. All new firefighting apparatus accepted by the Department after October 1, 1969, shall be equipped with bullet-proof lexan windows and enclosures.

(a) Operating procedures during a civil disturbance shall be in accordance with the emergency operating procedures, Civil Disturbances of the Fire Department, Series 1969, General Order dated July 31, 1969.

(82) Union personnel are not to be employed in riots or other civil disorders unless fire or fire alert is present, and then only with adequate police protection.

(83) The parties to this agreement recognize that during periods of civil disturbance the Metropolitan Police Department has benefit of intelligence as to occurrences in areas of disturbance which is not always available to the Fire Department. It is therefore agreed that the employer will act to insure that the Fire Department is notified immediately of all conditions that would have an effect on Fire Department operations.

In the event that Fire Department Headquarters is notified by the Police Department that police units are withheld or withdrawn from an area due to conditions beyond their ability to control, no Fire Department units shall enter the area until it has been determined by a Chief Officer of the Fire Department, that such action is warranted.

Housekeeping and related items

Firefighters must remain on duty for long hours, up to 24 daily. Likewise, police may be required to spend long hours at the station or cruising in an

automobile. As a consequence, protective personnel are concerned with their working and living conditions and have negotiated provisions which regulate how facilities are to be equipped. Beds and bedding may be specified; new police cars may be required to have air conditioning; and employees may be given a voice in the construction and equipping of all new facilities:

- (83) The City agrees to provide beds, clean bedding, blankets and towels for each permanent member.
- (84) Shirt badges, sheets, pillowcases, blankets, pillows, and flashlights and batteries may be purchased out of clothing allowance provided uniforms and fire clothes meet required amounts and pass inspection. Also the cost of repairs and alterations will be covered by the standard uniform allowance.
Mattress covers will be purchased at City expense and laundered twice a year at City expense.
- (85) All new police cars purchased . . . will be air conditioned.
- (82) Union personnel may submit written suggestions, via their union officials, on all new fire facilities and fire fighting equipment to be used by the Henderson Fire Department.

Disputes may arise among firefighters and their superiors over the kinds of housekeeping, maintenance, and repair duties that personnel are required to perform while on duty at the station. As specified in agreements, firefighters may not have to install plumbing and electrical lines but may be responsible for their repair. Also, firefighters may be responsible for the normal cleaning of quarters and outside area (including snow removal); otherwise work performed is necessarily related to firefighting, and types of work that may or may not be done by firefighters are at times spelled out in detail:

- (86) Firefighters will not be required to run new plumbing and new electrical lines, although they will be required to repair and replace such lines when such seems to be necessary and does not require the use of a skilled tradesman.
- (87) No employee in the fire fighting force shall be assigned to any duty which is unrelated to firefighting, fire prevention, or rescue work or to care and maintenance of fire fighting equipment and apparatus, or to the normal cleaning required to maintain the quarters and area.

(88) Employees will not be responsible for the painting or structural maintenance of the Engine House. . .

It sha'l be the responsibility of the firemen at the respective fire houses to remove snow from and sand the vehicles and pedestrian travel areas. (Aprons and parking areas and areas of ingress and egress to fire houses). The Fire Department will make every effort to furnish snow removal equipment as needed. . .

All repairs to apparatus or motor vehicles used by the Department, shall be performed by members of the repair shop only. These repairs shall include the changing of tires and batteries. . .

With the exception of the Maintenance Division, no employee shall be assigned to perform any duty which is unrelated to firefighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of fire fighting equipment and apparatus, or any other similarly related work.

In an effort to reduce costs, some communities have proposed and in some instances have effected a consolidation of police and fire services. Under such arrangements, personnel are merged into one agency and handle police as well as fire duties. Such a merger is vigorously opposed by the International Association of Fire Fighters (AFL-CIO) on grounds that only professional firefighters are qualified to fight fires, and that those who are any less qualified would endanger themselves as well as others. In rare instances, the IAFF has succeeded in negotiating a clause which stipulates that no firefighters will perform police duties, thus forestalling a step that might eventually lead to full consolidation:

- (89) The duties of the members of the Anchorage Fire Department shall be the prevention and suppression of fire, the operation of the Fire Prevention Bureau, the Ambulance Division, the Fire Alarm Division, the Fire Apparatus Repair Division, and the Division of Training within the Fire Department, as presently set forth in the Rules and Regulations of the Anchorage Fire Department. The City agrees that members of the Fire Department shall not be required to perform work normally performed by members of another union or another city department except where danger to life and property exists. The City agrees that no member of the Fire Department will be required under any circumstances, to perform law enforcement duties or duties in connection with riot control or crowd dispersal.

Table 6. Union security arrangements in police and fire agreements by employee organization and region, 1972-73

Employee organization	All agreements		With union security arrangements		Sole bargaining	
	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total	504	84,979	167	21,973	337	63,006
AFL-CIO	266	45,158	112	15,989	154	29,169
Independent	40	1,666	24	1,306	16	360
AFL-CIO and independent Associations	6	919	-	-	6	919
Total	192	37,236	31	4,678	161	32,558
New England	85	8,564	33	3,183	52	5,481
Middle Atlantic	72	26,021	12	4,441	60	21,580
East North Central	187	15,815	94	8,164	93	7,651
West North Central	22	2,315	1	16	21	2,299
South Atlantic	14	7,410	6	3,691	8	3,719
East South Central	-	-	-	-	-	-
West South Central	-	-	-	-	-	-
Mountain	23	2,473	5	158	18	2,315
Pacific	101	22,281	16	2,320	85	19,961

Table 7. Dues checkoff, management rights, antidiscrimination, and residency requirement provisions in police and fire agreements, 1972-73

Government activity	All agreements		Dues checkoff		Management rights		Antidiscrimination		Residency requirements	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total	504	84,979	330	52,291	270	47,081	248	31,511	29	4,715
Firefighters	195	41,176	129	20,273	104	18,441	95	18,910	15	3,603
Police	254	33,488	158	23,762	142	21,345	126	15,689	13	1,063
Police and fire	11	777	7	217	1	11	5	132	-	-
Sheriffs' deputies	38	9,221	32	7,780	18	6,993	18	2,538	-	-
Citywide	6	317	4	259	5	291	4	242	1	49

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 8. Official time for union business in police and fire agreements, 1972-73

Government activity	Referring to union business on official time									
	All agreements				Permitted					
	Total				No time limit specified		Time limit specified		Time limit vague	
	Agreements	Em- ployees	Agreements	Em- ployees	Agreements	Em- ployees	Agreements	Em- ployees	Agreements	Em- ployees
Total	504	84,979	73	14,084	25	4,740	6	1,812	23	4,140
Firefighters	195	41,176	37	6,629	15	3,939	3	1,155	11	922
Police	254	33,488	32	7,300	10	801	3	657	11	3,145
Police and fire	11	777	1	34	-	-	-	-	-	1
Sheriffs' deputies	38	9,221	3	121	-	-	-	-	1	73
Citywide	6	317	-	-	-	-	-	-	-	2

Table 9. Miscellaneous union activity provisions in police and fire agreements, 1972-73

Government activity	All agreements		Union meetings in government facilities		Bulletin boards		Visitation rights		Steward functions listed	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	504	84,979	51	9,449	203	36,251	61	19,826	107	21,311
Firefighters -----	195	41,176	32	3,733	81	16,741	23	11,774	31	6,727
Police -----	254	33,488	17	3,976	99	17,064	32	7,689	54	9,304
Police and fire -----	11	777	1	11	4	156	-	-	4	169
Sheriffs' deputies -----	38	9,221	1	1,729	15	2,002	3	183	15	4,931
Citywide -----	6	317	-	-	4	288	3	180	3	180

NOTE: Nonadditive. Agreements may contain more than one provision.

Table 10. Leaves of absence for union business in police and fire agreements, 1972-73

Government activity	All agreements		Union business					
	Agreements	Employees	Total		Paid leave		Unpaid	
			Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	504	84,979	170	31,170	101	18,695	80	12,992
Firefighters -----	195	41,176	81	17,033	56	9,377	28	7,881
Police -----	254	33,488	71	12,993	41	9,102	35	4,061
Police and fire -----	11	777	3	135	2	107	3	135
Sheriffs' deputies -----	38	9,221	12	914	3	109	11	820
Citywide -----	6	317	3	95	-	-	3	95

NOTE: Nonadditive. Some agreements may contain both paid and unpaid leave for union business.

Chapter 4. Wage Provisions and Allowances

Wage surveys
Wage adjustment provisions
Longevity pay
Parity provisions
Shift differentials
Holiday premium pay
Special duty and skill premiums
Uniform allowances
Automobile allowances

Chapter 4. Wage Provisions and Allowances

Wage surveys

In private employment, labor and management determine their own wage demands. In arriving at such a decision, the parties may incorporate surveys of comparable jobs or companies within the same area or industry. An accord reconciling their conflicting positions is subsequently reached at the bargaining table; the parties' separate surveys of wages may or may not play a major role. On the other hand, in some State and local governments wage surveys of comparable cities, usually within the same area, may be required by law, with collective bargaining having little impact. The spread of collective bargaining, however, has increased employee organization participation in wage surveys. In a few protective services agreements, this role has been set forth in varying detail:

(90) Commencing July 1, 1973, the salary ranges for Fire Department personnel shall be further adjusted by moving the City's ranges to the average of the ranges found in the local jurisdictions as of April 1, 1973. The local jurisdictions are defined as the counties of Ventura and Santa Barbara and the cities of Oxnard and Santa Barbara. The ranges shall be determined by using the "E" step of the City's ranges and the "E" step of the local jurisdictions....

The local jurisdictions, rather than certain cities in Southern California within ten thousand population of Ventura, shall be used as a basis for the 1973-76 salary and fringe benefit survey.

(91) It is mutually understood and agreed that the following standard procedures and processes shall be followed in establishing salaries and wages as required herein:

(a) The salary or wage rate for each comparative city used in the computation of the average rate shall be the formally approved top step rate for the employment position classification which is the same as, or involves substantially similar or comparable duties, as the employment position classification for which salary and wage rates are being established.

(b) The salary or wage rate for each comparative city used in the computation of the average rate shall be the rate scheduled to be effective for a period of at least the first 90 days after July 1 for the year in which the computation is made; provided, however, that any scheduled salary or wage rate

shall be used in the computation if it has been formally approved and is scheduled to become effective prior to September 30 of such year.

(c) Salary or wage rates of all comparative cities shall be included in the computation of the average rate, except those comparative cities in which there is a current dispute still in progress as of July 15 as to such salary or wage rates upon which that city's city council has not acted; provided, however, that in no event shall fewer than eight comparative cities be included in the computation of the average rate.

(d) Collection of salary and wage rate data shall be made by management officials and such data and required computations shall be made available to the parties hereto prior to July 30 of each year. In the event that salary and wage rates have not been formally approved by at least eight comparative cities, and the required computations have for that reason not been made by management by July 30, then in that event only, such data and required computations shall be made available to the parties hereto within fifteen days after the salary and wage rates for eight comparative cities have been formally approved.

Wage adjustment provisions

The duration of police and fire agreements is sufficiently lengthy to require some adjustments during the contract term to safeguard employees from failing to keep abreast of changes in the cost-of-living. When there are periods of inflation, as in recent years, wage adjustment provisions become especially critical. Longer term agreements in the protective services, like other government and private industry contracts, provide, therefore, for adjustments through deferred wage increases (the most frequent means of modifying wages), agreement reopeners, and escalator clauses. (See table 11.) These provisions may appear singly or in combination.

Deferred increases provide for wage improvements at specified dates during the life of the agreement. These were found in half the contracts, covering three-fifths of the police and firefighters in the study. Contracts usually specified the date on which the increase would go into effect, setting forth the raise in money terms:

(92) Commencing on July 1, 1972 the City shall grant an increase of \$1,248 at the "F" step for patrolmen, corporals, detectives and sergeants with rates above and below that set according to existing differentials.

Commencing July 1, 1973 the City shall grant an increase of \$1,000 at the "F" step for patrolmen, corporals, sergeants and detectives

Other agreements listed the wage schedule to go into effect at later dates, reflecting the change for each classification and each step in a rate range:

(78) The following are the basic annual rates of compensation for bargaining unit members for the term of this Agreement.

	<i>Effective July 1, 1973</i>	<i>Effective July 1, 1974</i>
Patrolman-start	\$10,000	\$10,500
After 1 year	10,990	11,750
After 2 years	12,300	13,200
After 3 years	14,100	15,100
Corporal and detective	14,900	15,900
K-9 Officer (over base salary)	400	400

Reopeners, second most frequent among the adjustment provisions, state the time or the circumstances under which the contract may be reopened for negotiation. Usually reopenings are restricted to wage or other economic issues, and the agreement as a whole is not subject to renegotiation. Over one-fifth of agreements, covering an equal proportion of employees, permitted such limited bargaining during the life of the contract (table 11):

(74) Except as specifically set forth above upon 30 days advance written notice prior to October 1, 1973 and 1974 by either party the employer and the union agree to negotiate wages only for the Police Department.

In several instances the parties did not establish a fixed date to reopen the contract. Exactly when, and if, the contract would reopen depended upon specified occurrences; for example if other employee groups obtained wage increases, if a new facility opened requiring bargaining over manning, if a new law allowed negotiations of new items, or if an emergency developed, such as a war or imposition of controls:

(93) For the duration of this contract, it is agreed by both parties, that if any other union contracts in the City of Ithaca provides for compensation greater than provided in this agreement, this contract shall be immediately re-opened for salary negotiations

(41) If and when the Town announces firm plans to place in operation a new fire station after the effective date of this contract, this contract may be reopened at any time thereafter for the limited purpose of renegotiating the

manpower standards for such new fire station. Either party wishing to reopen the contract for this purpose must so notify the other party in writing. Within five (5) days after receipt of such notification by either party, a conference shall be held between the Town and the union negotiating committee for the purpose of negotiating such manpower standards.

(94) In the event that legislation is enacted which permits public employers and employee organizations to enter into collective negotiation agreements providing for employee organization security of a type commonly known as "agency shop" or in the event the New York Court of Appeals removes the legal impediments to such form of employee organization security and in the event a substantially sized political subdivision of New York State enters into such an agreement, then CSEA shall have the right, prior to June 1, 1972, to reopen contract negotiations with the State solely to seek establishment of an agency shop provision permissible in accordance with law. All other provisions of this agreement will remain in full force and effect during the course of any such reopened contract negotiations.

(95) In the event of war, declaration of emergency, imposition of civilian wage controls by the U.S. Government during the life of this agreement, either party may reopen the same upon thirty (30) days written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law so as to permit economic action at the expiration thereof, provided, however, that such findings shall have no effect whatsoever on the balance of this agreement.

Escalator clauses, the least prevalent of the adjustment provisions, tie wage levels to changes in the cost of living. Their relative rarity among police and fire agreements may be attributable to the reluctance of public officials to commit themselves to imprecise salary changes which are difficult to provide for in the budget. Escalator clauses typically call for a review of the cost of living on given dates. If the consumer price index increases, then wages are raised, usually in proportion to the increase. Often, a floor is put underneath wage levels. If the index decreases, pay usually is not lowered:

(90) Commencing July 1, 1974, salaries for all Fire Department personnel shall be further adjusted by adding a cost-of-living increase based upon the percentage change from January 1973, to January 1974, in the Consumer Price Index (All Items) of the Bureau of Labor Statistics for the Los Angeles-Long Beach area. In the event the Consumer Price Index should decrease salaries shall remain the same.

(96) If the Index (Detroit CPI) of May 1974 is 2.0% greater than the Index of May 1973 then a factor in the total amount of \$78.00 shall be added to the base pay for the fiscal year commencing July 1, 1974. If this same Index is 4.5% greater than the Index of May 1973 then a factor in the total amount of \$182.00 shall be added to the base pay for the fiscal year commencing July 1, 1974.

In addition to the factors set forth above should the Index of May 1974 be more than 9.0% greater than the Index of May 1972 then an additional factor in the total amount of \$104.00 shall be added to the base pay for the fiscal year commencing July 1, 1974.

Any factor added pursuant to the foregoing shall continue for the life of this agreement.

Longevity pay

Longevity pay, or continuous service bonus, is an annual lump-sum payment granted to employees who have reached specified levels of continuous service. It is often a graduated payment, increasing with length of employment. Rarely found in private sector agreements, longevity pay provisions cover more than half the employees studied and are found in slightly less than half the agreements in the protective services. (See table 12.) More than two-thirds of the firefighters studied fell under contracts with continuous service bonus arrangements.

The high frequency of longevity pay in police and fire contracts relative to private sector agreements is in part attributable to the semimilitary nature of the uniformed services. As in the military services, both police and fire departments offer limited opportunities for advancement. Specifically, police and firefighters quickly attain the journeyman level and thereafter may remain at that position for a lengthy period of time before promotional opportunities develop. Longevity pay, therefore, tends to provide a rather limited economic differential to long service employees.

Provisions may stipulate continuous service bonuses in dollar amounts or as a percent of annual salary. If percentages are used, limits may be placed on the base of computation:

(97) Longevity pay for the term of this agreement shall be paid as follows:

Continuous Years of Full-time Service	Total Annual Longevity Pay		
	FY 1972/73	FY 1971/72	FY 1973/74
6 years but less than 10 years	\$125		\$150
10 years but less than 15 years		175	200
15 years but less than 20 years		250	275
20 years or more	350		375

Longevity pay shall be earned on the employee's full-time anniversary hiring date. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment in any position.

(98) Longevity payment schedule:

Continuous Service	
5 or more and less than 10 years	2% of annual base wages
10 or more and less than 15 years	4% of annual base wages
15 or more and less than 20 years	6% of annual base wages
20 or more years of continuous service	8% of annual base wages

The maximum amount of an employee's salary which is subject to longevity computation shall be limited to \$12,000.00.

Related to longevity pay are in-grade increases which are provided after substantial service requirements have been met:

(99) Advancement to the two time in-grade steps of a classification shall be automatic after 5 and 10 years at the maximum rate of employees classification, based on the calculations beginning after October 1, 1957.

Parity provisions

Parity between police and firefighters' wages has at times been a sensitive issue for municipal executives. Historically, there has been equality in pay in the protective services, according to the International Association of Fire Fighters (AFL-CIO). In part the union has tried to justify continued parity by disseminating safety statistics showing that firefighting is more hazardous than police work. The IAFF asserts that in recent years, however, parity has been eroding and pay differentials are appearing in favor of the police. The rise of these differentials probably is in part a result of the public's sensitivity to rising crime rates, which in turn have caused expansion and modernization of police services.

In the present study, references to parity have been found in about 6 percent of the agreements covering 11 percent of the employees studied. (See table 12.) Most parity references pertained to firefighters, but some involved police, usually with respect to parity on nonwage items. The relative infrequency of references to parity understates the extent to which it is an issue in negotiations, since parity questions may in fact be resolved within a negotiated salary schedule which makes no reference to parity.

In parity provisions, while differences in wage levels are not always eliminated, only a narrow margin of

difference may be permitted. Or, wage changes can be made at the same rate to retain the dollar difference. Note in the first illustration a differential for police is stipulated, and in the second an existing differential for firefighters is retained:

- (100) ... police officers and police sergeants shall be entitled to a salary of not less than Two and One-Half Percent (2½%) above the comparable grade of personnel in the Fire Department.
- (101) In the event that there is established for fiscal year 1972-1973 or 1973-1974 different wage increases for non-civilian employees or officers of the Lansing Police Department, than are herein provided, the wage increases provided herein shall be adjusted to conform thereto, so as to maintain the existing dollar differential for all corresponding ranks in the police and fire department.
- (102) Notwithstanding anything herein contained to the contrary as it relates to the salary schedules herein before delineated, the salaries of the members for the period July 1, 1975 up to and through June 30, 1976, shall be and become equal in their respective schedules and classifications to such salary benefits as are paid on a complete parity basis with the Nassau County Police Department. By definition it is intended that the members and the employees of the Long Beach Police Department shall receive the same salary as the Nassau County Police of equal rank ...
- (103) If any disparity concerning dollar-for-dollar benefits between the uniformed forces occurs during the lifetime of this agreement, the City agrees that the dollar-for-dollar benefit structure for members of the union shall be immediately opened and corrected and such benefits shall include uniform allowances.

This article shall be maintained except for any fringe benefits which this unit would prefer to that accorded the other uniformed force provided that the total cost is approximately the same.

Shift differentials

Police and fire units of necessity operate 24 hours a day in order to maintain protection of the community. To equalize the burden of late shifts, firefighters and police ordinarily operate on rotating schedules. Any special compensation for late work may therefore be added to the employee's regular wage schedules, rather than separated out as a special differential. This probably accounts for the small proportion of police and fire agreements (13 percent) which specify payment of shift differentials. (See table 13.) The proportion of employees covered by shift premiums (23 percent) is roughly twice the proportion of agreements having premium provisions because one agreement, that of the New York City Fire Department, accounts for 9,400 of the 22,000 employees covered by such arrangements.

Shift pay provisions normally establish the hours for which shift premiums shall be paid and set the premiums as a money amount. The money amount can be further defined as cents per hour or as a lump-sum addition to annual base pay:

- (104) Employees working the afternoon shift shall be paid \$12 per hour. Employees working the midnight shift shall be paid \$18 per hour. Any member of the Trenton Police Department covered by this contract shall receive the shift differential applicable for working hours prior to or beyond his regular shift. For the purposes of this section, the day shift shall be from 7:00 a.m. to 3:00 p.m.; the afternoon shift from 3:00 p.m. to 11:00 p.m.; and the midnight shift from 11:00 p.m. to 7:00 a.m. The 7:00 p.m. to 3:00 a.m. shift shall receive the shift differential applicable for hours worked during afternoon and midnight shift.
- (48) There shall be added to the annual base pay of each employee who regularly works on a schedule of three different shifts, the sum of \$120.00. There shall be added to the annual base pay of each employee who regularly works on a schedule of two different shifts the sum of \$60.00. This shift differential pay shall not be used in the computation of any holiday or overtime pay or affect the daily or hourly rate of any such employee and shall not be used in any manner in the computation of pension or other fringe benefits. The shift differential pay shall be paid bi-annually on the first pay period in December and the last pay period of the fiscal year.

In a number of instances, the contract presents brief statements declaring that shift differentials are included in base pay, or that they shall continue to be paid as in the past; operating rules, method of pay, or amount of premium are not specified.

Holiday premium pay

Premium pay for work on holidays was found in only a small proportion of the agreements (21 percent), most often in agreements covering police personnel (See table 13.) Again, compensation arrangements for holiday work antedated collective bargaining and they are likely to be part of administrative pay rules outside the agreement. Therefore the true incidence of premium pay is likely to exceed by a significant margin the proportion found in collective bargaining agreements.

Holiday premium rules were either contained within the framework of the holiday clause, or were accounted for in overtime provisions specifying the conditions governing disbursement of premium pay. Payment could be awarded in additional pay or in compensatory time off:

- (105) Deputy sheriffs and other officers, who of necessity, must work on holidays, shall receive time and one-half in addition to their regular pay.

(106) By mutual agreement between the Fire Chief of the Village and an employee, compensatory time off may be granted for holidays in lieu of pay. This holiday pay shall be paid in one lump sum, in the first pay period in December, at the rate of 12 hours per day

Special duty and skill premiums

Extra payments were made to protective service employees for work performed under a variety of circumstances or for which special skills were required. While police and fire duty is normally hazardous, certain work and certain skills were deemed more hazardous than those usually required. Therefore, extra pay was provided. This could apply to motorcycle officers, helicopter pilots, divers, and bomb squad work:

(107) Any sworn officer of the Police Department, when assigned to motorcycle officer service, shall during the period of such assignment, receive, in addition to his regular monthly compensation, compensation at the rate of seventy-five dollars (\$75) per month for extra hazards involved.

(42) Hazardous duty pay in addition to regular pay shall be granted to certain employees in accordance with the following schedule:

(a) Helicopter Pilot	\$25/month
(b) Diver	\$25/month

The Guild reserves the right to open this agreement with respect to pay and working conditions of members assigned to the "bomb squad" at such time as such a function is initiated by the City.

[NOTE: Subsequently given \$50/month.]

Skill with firearms might result in a bonus. Also employees who are required to carry a gun during off duty hours may be compensated with an annual lump-sum payment:

(108) Employees . . . who are required by job assignment to carry and be proficient in the use of sidearms shall be paid a marksmanship bonus on the basis of achievement, pursuant to rules promulgated by the City Manager.

(109) During the term of this agreement each employee shall receive a gun allowance to be paid by December 10th for the requirement of carrying a gun off duty during the preceding fiscal year with such payments to be as follows:

By 12-10-71 for the period 12-1-70 through 11-30-71	By 12-10-72 for the period 12-1-71 through 11-30-72	By 12-10-73 for the period 12-1-72 through 11-30-73
\$240	\$300	\$365

Travel time and other transportation expenses may be paid where duty takes protective service employees outside the government's jurisdiction:

(110) 1. Wherever members of the MPPA are required to perform police duties outside of the territorial limits of the City, the provisions of Wisconsin Statute 66.314, entitled, "Police, Pay When Acting Outside County or Municipality," shall govern.

2. Whenever the City contemplates a contractual agreement with a third party for police services utilizing members of the MPPA and such police services are not subject to the provisions of paragraph 1 above, the terms of any such agreement involving wages, hours of work and conditions of employment shall be subject to negotiations with the City of Madison.

Arrangements may also be made for extra allowances to employees required to reside in remote areas within the jurisdiction:

(111) [Resident deputies in]

Everson: To be furnished with trailer space and hookups and to receive \$35.00 per month in addition to the regular monthly salary.

Deming: To be paid \$35.00 per month in addition to regular monthly salary.

Point Roberts: To be furnished mobile home trailer plus water service.

Uniform allowances

More than 60 percent of the agreements studied included a clause providing employees with uniforms, maintenance of uniforms, or both (See table 14.) In most instances, however, maintenance was the employees' responsibility. Although police agreements were more likely to contain a clause providing or replacing uniforms, a greater proportion of firefighters were covered by such arrangements. The prevalence of uniform allowances is probably understated in this study; in fact the practice is far more widespread than would be indicated by the number of such provisions.

Uniform allowance provisions typically stipulated the amount of the payment, and often differentiated between sums allocated for the purchase of clothing and those for their cleaning and maintenance. Occasionally the provisions indicated when payments were to be made. Further stipulations were made regarding civilian attire for plainclothesmen and presentation of receipts for reimbursement:

(112) All sworn, regular law enforcement and corrections officers hired on or after January 1, 1974, shall be furnished uniforms and equipment. Employees as described herein hired prior to January 1, 1974, shall be furnished all replacement items of uniforms and equipment on an as needed basis.

There shall be no clothing allowance paid in 1974 to uniformed personnel except that officers assigned to plainclothes duty shall be eligible to receive a one

transferred to a "uniform" status shall be required to have one (1) complete uniform at their expense and will become eligible to receive clothing benefits as described in (a) above. Deferred clothing allowance payments shall be pro-rated in the event of a change in status. (Plain-clothes to Uniformed and vice versa.)

A fund of \$1,000 will be maintained for the 1973 period of this agreement only, for the repair or replacement of clothing damaged in the line of duty.

(113) A uniform allowance of \$15.00 per month is to be paid by the City to members of the Detective Bureau for the purpose of maintaining civilian attire . . .

Patrol officers shall be furnished with all required equipment with the exception of regular uniform shoes or boots, undergarments, service revolvers and handcuffs. Regular replacement articles shall be provided as necessary for wear or damage or loss occurring while in the performance of duties. Upon approval by the Police Chief, personal, conforming equipment may be used by individual employers if desired in lieu of use of City property.

(114) Employees may receive up to \$250.00 for the purchase of clothing by presenting to the City Clerk a clothing order furnished by the police department, attached to a voucher.

Payment of the cleaning and repair allowance shall be made in two installments, one on April 1st and the other on July 1st of each year. In the event no clothing purchase order is presented to the City Clerk before April 1st, the total cleaning and repair allowance up to \$100.00 shall be paid to the employee on July 1st. Employees must submit paid receipts for such cleaning and repairs up to the aforesaid maximum of \$100.00 per year.

Any employee who is required to maintain two (2) uniforms shall be entitled to receive an additional allowance of \$50.00 per year as a clothing purchase allotment. This provision does not refer to seasonal uniforms but is intended to apply to personnel who are assigned to the detective bureau, the juvenile bureau, and lieutenants who are required to wear street clothing.

Some provisions included arrangements for furnishing uniforms to women employees and other equipment to all personnel. An employee had the option of utilizing the cleaning service provided by the agency in lieu of accepting a clothing allowance for this purpose. All uniforms and equipment remained government property, and were to be returned upon separation or retirement:

(115) (a) . . . January 1, 1974, through December 31, 1974, non-uniformed officers will receive a clothing and cleaning allowance at an annual rate of \$225, payable in installments of \$112.50 in June 1974, and \$112.50 in December, 1974.

(b) All guns, uniforms and equipment supplied by the County will remain County property and separating deputies will be required to return all uniforms and equipment to the Sheriff.

(c) Uniforms will be furnished for female employees of a type required by their job assignment. All uniforms

will remain County property and separating employees hundred and fifty dollars (\$150.00) clothing allowance payment per annum. Plainclothes personnel who are will be required to return all uniforms to the Sheriff.

(d) The County will provide cleaning of uniforms for uniformed personnel of the department and it is understood that the individuals will not abuse this privilege by requesting excessive cleaning.

(116) (D) *Clothing Allowance*

1. A clothing allowance of \$250 shall be credited annually to each officer's account on July 1st. The unused portion remaining in the account shall be cumulative.

- a. Confirmed officers permanently leaving the department for any reason shall return to the department all clothing, leather goods and departmental property.
- b. A flat one-time uniform allowance of \$100 shall be credited to the account of any officer promoted to a new bureau, or any officer transferred to a new bureau where a major change of clothing is required. This will not apply for training assignments of 90 days or less.

(E) *Cleaning Allowance*

1973-74

A yearly cleaning allowance of \$200 will be paid for sergeants and \$250 for lieutenants and above. Allowance will be paid in July.

Automobile allowances

Almost 9 percent of the agreements, covering 22 percent of the workers studied, provided automobile allowances. (See table 14.) Generally compensation was provided on a cents-per-mile basis when the employee's personal automobile was used for official business in circumstances where no government vehicle was available. This might involve an employee who was being shifted from one duty station to another, or who was using his own car for a "stakeout." In some instances insurance was paid in whole or in part for use of the car during duty hours:

(79) The City will reimburse employees \$.13 per mile (which includes cost of operation, insurance and depreciation) for each move a firefighter is required to make and use his own automobile after he has reported to his duty station. Such mileage shall be accumulated and paid annually in September of each fiscal year.

(117) Employees who are required to use their personal cars shall receive an allowance of twelve cents (12¢) per mile per each mile their car is used in City service. Private cars used for "stake-out" or other uses will be compensated for by mutual agreement between the employees and the employer.

- (71) The City shall pay mileage allowance at the rate of \$.10 per mile, not to exceed \$50 per month to those employees in the fire prevention and fire investigation divisions entitled thereto and subject to normal City regulations applicable to mileage allowances; or a City car will be made available at the convenience of the City.
- (118) Employees who are required to use their personal automobile for official purposes shall be compensated by the City at the rate of 10 cents per mile. The City will also provide all necessary insurance coverage for the vehicles during such service or pay a proportionate share of the cost of insurance incurred by the employee.

Table 11. Wage adjustment provisions in police and fire agreements, 1972-73

Government activity	All agreements		Escalator clauses		Deferred wage increases		Agreement reopenings	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	504	84,979	82	8,808	256	50,912	107	18,173
Firefighters -----	195	41,176	36	4,149	98	24,638	46	8,696
Police -----	254	33,488	39	3,111	135	19,009	49	8,578
Police and fire -----	11	777	3	101	7	432	1	28
Sheriffs' deputies -----	38	9,221	3	1,398	14	6,764	9	749
Citywide -----	6	317	1	49	2	69	2	122

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 12. Parity and longevity pay provisions in police and fire agreements, 1972-73

Government activity	All agreements		Parity pay provisions		Longevity pay provisions	
	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	504	84,979	31	9,439	245	45,963
Firefighters -----	195	41,176	21	6,300	98	28,311
Police -----	254	33,488	8	2,544	126	14,881
Police and fire -----	11	777	1	266	5	148
Sheriffs' deputies -----	38	9,221	1	329	15	2,614
Citywide -----	6	317	-	-	1	9

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 13. Pay for shifts and holidays worked in police and fire agreements, 1972-73

Government activity	All agreements		Shift differential pay		Pay for holidays worked	
	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	504	84,979	65	19,156	108	12,575
Firefighters -----	195	41,176	9	11,348	25	3,650
Police -----	254	33,488	46	5,844	65	8,065
Police and fire -----	11	777	2	72	3	61
Sheriffs' deputies -----	38	9,221	8	1,892	10	531
Citywide -----	6	317	-	-	5	268

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 14. Uniform and automobile allowances in police and fire agreements, 1972-73

Government activity	All agreements		Uniforms				Automobile allowance	
			Furnished and/or replaced		Maintained			
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	504	84,979	308	47,168	61	5,565	43	18,708
Firefighters -----	195	41,176	108	25,512	18	2,281	18	16,475
Police -----	254	33,488	170	19,041	38	2,888	19	1,317
Police and fire -----	11	777	5	185	1	28	1	51
Sheriffs' deputies -----	38	9,221	24	2,404	4	368	4	754
Citywide -----	6	317	1	26	-	-	1	111

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Chapter 5. Hours, Overtime, and Outside Employment

Scheduled weekly hours
Reduction in hours
Scheduled days of work
Overtime pay
Emergency overtime
Call-in/call-back and standby pay
Equal distribution of overtime
Right to refuse overtime
Overtime meal allowances
Outside employment

Chapter 5. Hours, Overtime, and Outside Employment

Scheduled weekly hours

Fifty-nine percent of the contracts referred to scheduled weekly hours, but only 43 percent of the employees in the study were covered by such provisions. (See table 15.) A number of large agreements in the study contained no clauses stipulating scheduled weekly hours; among these were police and fire contracts in New Jersey, New York City, Los Angeles County, Milwaukee, and Buffalo.

Relative to private industry, the proportion of agreements that specified weekly hours was small. This is in part explained by the fact that many State and local jurisdictions legislate hours. Secondly, flexibility must be insured to accommodate the complex schedules which result when police and fire personnel are on duty or subject to call for 24-hour periods.

Among contracts outlining weekly schedules, those stipulating 40 hours were the most frequent. These accounted for 43 percent of the agreements and represented 46 percent of the protective service employees with collectively bargained weekly schedules. (See table 16.) Over 50 percent of the contracts provided for longer hours, most often contracts involving firefighters. Of the agreements which designated workweeks over 40 hours, the largest number stipulated 56 hours. But in terms of employees covered, approximately equal numbers worked under 56- or 48-hour schedules, or schedules which varied weekly hours.

All but two of the agreements which varied hours did so by occupation. Line police officers and firefighters generally had longer weekly hours than technicians, specialists, and clericals, who worked 40-hour schedules. Most frequently, line safety personnel worked 56 hours per week, with those in other occupations working a 40-hour week. However, there were additional clusters at 48 and 40, and 42 and 40 hours, respectively. One agreement varied weekly schedules within a cycle of 5 weeks; another varied within a 7-week cycle.

Longer workweek schedules usually provided that police or fire personnel be divided into platoons, each assigned to 24-hour daily schedules which alternated days on and off duty or established rotating tours of 10 and 14 hours. Under such arrangements the workweek

could be longer or shorter than the weekly hours designated in the agreement but, computed over the year, would average to the contractually stipulated workweek. There was also some evidence of the 4-day, 40-hour week. In case of emergencies, established schedules were waived and protective personnel were called in as needed:

- (119) The normal work week shall be fifty-six (56) hours, but no employee shall be guaranteed any specific number of hours in any one (1) week.

The personnel of the Fire Department shall be divided into three (3) platoons, each on twenty-four (24) hour tours of duty, except such members as designated by the Chief, who shall be on an eight (8) hour shift.

Members of the Fire Fighting Force on a twenty-four (24) hour tour of duty shall work alternate twenty-four (24) hour tours of duty, the scheduling of which will be negotiated between the Chief and Local 483. The predetermined schedule shall prevail except in case of emergency, when the hours shall be such as the Chief deems proper for the fire protection and safety of the City.

- (120) ... The workweek for all employees who regularly perform firefighting and dispatching duties shall be an average of not more than 42 hours computed over 1 year. The work schedule for the workweek provided herein shall consist of day tours of duty of 10 hours each and of night tours of duty of 14 hours each....

- (121) The regular work schedule for members of the fire-fighting units, rescue and fire alarm operators' units shall be an average workweek of 42 hours; the work schedule to consist of 4 platoons working 2 consecutive days of 10 hours each, 2 consecutive nights of 14 hours each, followed by 4 days off. The regular workweek for members of other divisions of the Fire Department shall be 40 hours per week, to be worked in 4 days of 10 hours each, in such manner as may be agreed upon between the Chief and the union.

Reduction in hours

Long workweeks have been typical of the protective services. The number of weekly hours, however, has been decreasing, causing ramifications for the economic and administrative policies of fire and police operations. Specifically, a reduction in the number of hours worked per week is usually accomplished without a corresponding reduction of pay; may require change from a three to four platoon system; may change duty tours; and can require the use of "Kelly" days to adjust schedules. Kelly

days are ordinary duty tours which become days off in order to keep the average workweek at contractual levels. As the hours diminish, the number of employees would probably grow to maintain levels of community protection:

(75) As of October 1, 1972, the work schedule, which is presently a 44 hour workweek with time and one-half for overtime, is to be changed to a 40 hour per week schedule with time and one-half for overtime at the same gross weekly pay. The per hour wage rate is to be adjusted accordingly.

(122) The workweek of all employees who regularly perform fire fighting and/or switchboard duties, shall be an average of not more than fifty-two (52) hours, computed over a period of one calendar year. Said workweek shall be based on a work schedule consisting of day tours of duty of ten (10) hours each, and of night tours of duty of fourteen (14) hours each.

(a) As of January 1, 1971 said average shall be not more than forty-eight (48) hours.

(b) As of January 1, 1972 said average shall be not more than forty-six (46) hours.

(c) As of January 1, 1973 said average shall be not more than forty-two (42) hours.

The above hours shall be based on a fifty-six (56) hour schedule with Kelly days until June 30, 1973 at which time the forty-two (42) hour week shall be based on a schedule of four (4) platoons with three (3) days of ten (10) hours each followed by three (3) days off and three (3) night shifts of fourteen (14) hours each followed by three (3) days off then repeated.

(123) The normal scheduled work day shall be twenty-four (24) hours on duty followed by twenty-four (24) hours off duty, and the system utilized for days off duty shall be as specified by the Fire Chief subject to employee right of appeal under the grievance procedure. The hours of work in a week shall average seventy-two (72) hours, over a period of a year. This average shall be achieved by providing in the schedule of work shifts every period to be known as "Kelly" day.

Scheduled days of work

Although it is common practice in nongovernment agreements to specify the number of days in a workweek, in police and fire contracts such statements are an exception. Only 14 percent of the agreements stipulated the number of workdays, of which all but one called for 5-day weeks. (See table 16.) The bulk of these were police agreements where traditional 40-hour schedules were more likely to be found. The other provided for four days, but it was an experimental provision that could be withdrawn by management:

(124) The regular work schedule shall consist of five (5) eight (8) hour days per week. It is recognized by the union that scheduling work is a management right. It is recognize by the City that such scheduling must not be arbitrary nor capricious.

(125) The Fire Prevention Bureau personnel shall, as soon as is possible, be assigned on the basis of a ten (10) hour work day, and a four (4) day work week. This shall be done on an experimental basis. If, at any time, the City does not find this work schedule satisfactory in providing this necessary service, the City may, upon ten (10) day notice to the union, revert to the eight (8) hour day, five (5) day week.

Another group of agreements, constituting an additional 12 percent, referred to days in the workweek, or to 10-, 14-, or 24-hour shifts or tours which, in effect, were workdays. However, they varied in the number of shifts, tours, or days that would be scheduled in each week. These provisions reflected the work situation in protective services where continuous, fully manned operations were an absolute necessity. The number of hours in the workweek was conceived, as noted previously, as an average computed over periods up to 1 year; hence, the number of days varied as the length of the workweek fluctuated within the average:

(126) In the case of the Fire Department, employees shall be required to work a fifty-six (56) hour week. The Platoons to work twenty-four (24) hours on duty and forty-eight hours (48) off duty.

(83) Fire Private and Driver hours of duty are established by the Fire Chief under a three (3) platoon system, not to exceed a fifty-six (56) hour average workweek over a one (1) year period, working a twenty-four (24) hour shift and forty-eight (48) hours off.

(127) The normal work schedule shall be 4 days on and 2 days off and then 5 days on 2 days off, on a rotating schedule....

If the contract covered a variety of occupations, variations in the length of the workweek and the type of schedule (i.e., rotating versus fixed schedule) implied differing numbers of days as well:

(128) The normal workweek for the Fire Fighting Division shall be an average of fifty-six (56) hours per week. Under normal conditions this will be accomplished by working a three (3) platoon system each platoon working a twenty-four (24) hour shift, and off duty twenty-four (24) hours, then working another twenty-four (24) hour shift, and off duty for twenty-four (24) hours, and then working another twenty-four (24) hour shift, and then off duty ninety-six (96) hours consecutively. A normal work day shall begin at 7:00 A.M. and end at 7:00 A.M. the following day. The normal workweek for the Fire Prevention Bureau, Maintenance Division, the Service Division and the employee assigned to the position of training officer shall be forty (40) hours per week at eight (8) hours per day, Monday through Friday. The work day for Fire Prevention Bureau and Service Division employees will begin at 8:00 A.M. and end at 5:00 P.M. with a lunch hour from 12:00 noon to 1:00 P.M. The work day for Maintenance Division employees will begin at 8:00 A.M. and end at 4:30 P.M. with one half hour lunch period....

One agreement permitted the employer and the employee organization to select either a 5- or a 4-day week:

- (129) The basic week of service for each member shall be not more than forty (40) hours.

Such week of service shall consist of five (5), eight (8) hour work days or four (4) ten (10) hour work days, or any other arrangement agreeable to the Association and the Commission and not detrimental to the efficient rendering of police service. It is the intent of this memorandum that each member shall be entitled to a minimum of two (2) consecutive days off during each week of service subject to Charter provisions and emergency situations.

Overtime pay

Despite the unique duty hours requirements for police and fire personnel, traditional overtime payments—daily, weekly, and outside regular hours—were negotiated into their agreements. Three-quarters of the agreements stipulated that protective service employees would receive money payments and less than one-fifth specified compensatory time off. Usually in these instances compensatory time was presented in lieu of receiving money payments. (See table 17.)

Where money payments were required, they were normally at premium rates, although straight-time compensation was found in some instances:

Provision	Agreements	Employees
Total referring to overtime pay...	380	67,334
Providing for premium pay.....	331	60,743
No premium pay	49	6,591

As a rule, premium payments were at time and one-half the employee's straight-time rate and were found relatively more frequently in police than in fire agreements:

- (130) All hours in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and compensated at one and one-half times the regular hourly rate.

- (131) As used in this contract overtime shall mean that time an employee is required to work in excess of an eight (8) hour normal work day, as defined in Section 18 of this agreement, or any additional time required beyond the scheduled shift. Employees required by the City to work beyond their normal work day or scheduled shift shall be eligible for overtime at one and one-half (1½) time their regular rate of pay.

Straight-time rates of pay were about evenly divided between police and fire contracts:

- (132) Overtime shall be compensated for on the basis of straight time pay for work in excess of a normal daily tour of duty in any one day....

- (133) All hours worked over 8 hours in one day or 40 hours in a week shall be compensated at straight time or if the employee so desires he may accumulate up to 24 hours to be used as time off....

Agreements could provide for premium pay in some cases and straight time in others. For example, one agreement listed specific circumstances where the normal premium rate would not apply, such as shoots, classroom attendance, filling out reports, court appearances, or out-of-town assignments:

- (10) Officers shall be compensated at the premium rate of time and one-half for all work outside of the normal work day with the following exceptions for which additional payment shall be made at straight time:

- (1) For shoots, providing however that the minimum payment shall be two hours.
- (2) For approved classroom attendance not, however, including attendance in classes for which educational bonuses are to be paid pursuant to Article XV, nor for attendance at training or educational courses for which an officer has made request (rather than having been assigned) to attend, no payment of any kind to be due for such attendance,
- (3) For up to one-half hour for the time required, following the normal work day, to complete written reports, providing that if more than one-half hour is required to complete such reports, all time following the end of the normal work day is to be compensated at the rate of time and one-half.
- (4) Appearances in Court or at the District Attorney's Office, providing however that if such appearance occurs on an officer's off day or at a time not consecutive with his regular hours or on an on day, he shall be paid for a minimum of two hours.

Compensatory time provisions were equally divided between those providing premium arrangements and those not providing such premiums:

Provision	Agreements	Employees
Total referring to compensatory time	95	26,094
Providing for premium arrangement	47	15,801
No premium	48	10,293

Most agreements granting compensatory time involved police, but more firefighters were covered by such arrangements. For State and local administrations faced with budget stringencies, compensatory time may appear to have the advantage of trading periods of overtime work for days off. However, most of these provisions either provided an employee with the option of accepting money payment or limited compensatory time only to specified overtime situations. The use of compensatory time was further limited since it could reduce the work force only to a specified total on any given day; as a result, employees might not always be able to use their time off when they wished, and in fact were often required to give advance notice before time off was granted:

(134) A patrolman who has worked overtime shall be allowed to receive compensatory time off at the overtime rate, in rate, in lieu of pay if he so elects. Upon reasonable request by the patrolman, days off accumulated due to overtime shall be granted upon approval of the Shift Captain or Bureau Head. Whenever possible the request shall be made at least 3 days prior to the requested days off unless an unforeseen emergency makes it impossible for the patrolman to give such notice.

Leave could be used in whole days within a year of earning it, and supervisors were restrained from arbitrarily refusing leave:

(135) . . . All overtime shall be compensated for by compensatory time off in whole tour units only. Such time off may be taken at any time within one year from accrual upon consent of the Chief of the Fire Department, which consent shall not be unreasonably withheld. At the election of the fireman, overtime may be compensated for in cash at the regular rate of pay....

At times restrictions were placed on the amount of compensatory time which could be accumulated. In such instances a monthly, quarterly, or annual interval was specified as the maximum period during which compensatory time could accrue. For hours or days exceeding the accrual limits, cash payments would be made:

(30) Each employee at his option, is entitled to accumulate 40 hours of compensatory time once during the life of this contract [one year] in lieu of paid overtime. Where an employee opts for compensatory time, one and one-half hours of compensatory time shall be credited for each hour worked.

(136) . . . Authorized overtime worked is to be compensated for on the basis of straight time for overtime and half time compensatory time for hours worked. All time earned in excess of 40 hours compensatory time accrued at the end of each month will be paid in cash.

(119) . . . All overtime shall be reduced by compensatory time off during the calendar year earned if, in the opinion of the Chief of the department, the department workload permits. All employees . . . shall on the first payday after the last pay period in each year be paid out at the rate determined in Section (b) above for such overtime hours as remain to their credit as of that date.

On the other hand, the number of hours paid for at time and one-half in lieu of compensatory time at straight time might be limited:

(137) Commencing on July 1, 1972 and continuing for the life of this agreement, compensatory time earned will accumulate at the rate of one hour for each hour worked in excess of regularly scheduled hours.

Compensatory time taken as time off will be taken at the rate of one hour off for each hour earned.

Each officer shall have the option to be compensated in cash for compensatory time earned after July 1, 1972 at the rate of 1½ times his base pay up to [20 hours for each half year, between July 1 and January 1 and between January 1]

Not included among the 95 contracts allowing compensatory time for overtime were 12 agreements providing compensatory time where employees regularly worked more than a 40-hour duty shift per week and were not paid overtime:

(138) Work week - Special Job Requirements: Because of the nature of job requirements, the following positions will be assigned schedules other than a straight 5-2, 5-3 workweek in order to provide necessary manpower at the times needed:

Community Relations Division
Intelligence Division
Juvenile Division
Transportation Sergeant
Court Sergeant
Court Patrolman
Record Sergeant
Training Sergeants during actual schools
Warrant Servers
Detectives (Special Assignment)

To assure the officers in these positions their proper amount of time off, their commanding officers will permit them to take 1 day off per month, not to exceed 9 days per year in increments of 8 hours at a time when earned, except in the case of the Court officers who will be given time off in increments of 4 hours.

(139) Employees working the four platoon, 42 hour work-week schedule shall be credited with eight hours straight compensatory time for each 28 day period worked in lieu of overtime for scheduled hours.

Emergency overtime

Local communities may have special funds or outside sources of revenue which they can use to finance increased expenses incurred in meeting an emergency situation. This money is often available on a cost-incurred basis and may allow a community that normally pays for overtime on a straight-time basis to provide premium pay under these circumstances. Other provisions, while indicating that overtime would be paid, required employees to wait for payment until the employer received funds from outside sources:

(140) For non-emergency off-duty assignments eligible employees shall be granted compensatory time credit on a straight time basis. . . .

Fireboat Pilots and Marine Engineers who are required to remain on duty at the scene of an alarm beyond their regularly scheduled tours of duty (excluding conditions described in the overtime provision of this agreement) shall be compensated at time and one-half (1½) in cash computed on the basis of the number of hours in the current average duty week of the Firefighter classification for all such time worked beyond the end of their regularly scheduled tours of duty.

(141) Emergency Duty:

Employees required by the Sheriff to participate in emergency or riot duty outside of their normally scheduled work shall receive overtime and will be paid in accordance with Section 14.03 and at a rate not lower

than the rate provided in this agreement. The employees will receive the rate of the requesting agency. The employees will be paid by the employer when the employer receives payment from the State or other agency for the hours worked during the emergency or riot duty by the employees.

Employees of jurisdictions lacking these emergency sources of revenue might find themselves working overtime at lower than usual rates. To such a community, an emergency situation imposed unanticipated expenses not provided for in the normal budget:

- (142) Overtime earned as a result of court time, training time, proclaimed civil emergency time . . . shall be compensated for at a straight time rate (IX). . . .

Overtime earned as a result of an authorized assignment outside of the regularly scheduled shift which does not fall within [The above definition or without one week's advance notice]. . . shall be compensated at one and one-half ($1\frac{1}{2}$ x) the base salary rate.

Call-in/call-back and standby pay

The critical nature of police and fire protection often requires off-duty employees to be available for recall in case of a crisis or unexpected events. Thus, call-in/call-back pay, found in 55 percent of the agreements in the study, is closely related to the emergency overtime provisions cited above. (See table 17.) These provisions guaranteed that an employee called back after the completion of his shift would either work or receive compensation for a stipulated number of hours. Most frequently 3 or 4 hours were guaranteed, usually at overtime premium rates, but shorter periods were also mentioned:

- (143) Employees called to work outside of their regularly scheduled shift shall be paid for a minimum of three hours of work at their regular straight time rate or for the hours actually worked at a time and one-half rate, whichever is the greater. The employer may assign such employee to any work which he is qualified to perform during such period.

- (144) Employees covered under the terms of this agreement called back to duty shall be compensated for at least 4 hours at the overtime rate of pay. The overtime worked in excess of 4 hours shall be computed to the next even hour or 30 minutes past the hour at the overtime rate of pay hereinafter set forth.

- (145) A minimum of 2 hours calculated at the rate of time and one-half is guaranteed a police officer, juvenile officer, sergeant or investigator who is requested to and returns for duty at a time when he would not otherwise have to be on duty.

Other agreements required some employees not at work to remain on a standby status. Several of these agreements provided compensation in one of three forms—a percentage of regular pay, a specific cash payment, or compensatory time off:

- (146) During off time, when placed on standby or on call by the proper officers in charge, employees will be paid one-half ($\frac{1}{2}$) of their regular base rate for all standby time up to a maximum of eight (8) hours in any twenty-four (24) hour period starting with the time he is notified to stand by. Standby remuneration shall cease when employee is notified by his superior officer that the standby order is rescinded.

- (147) Officers on standby for more than 24 hours shall be paid \$5.00 for each day or fraction thereof of standby duty.

Equal distribution of overtime

To avoid unfair allocation of overtime assignments among protective services personnel, about one-fifth of the agreements contained provisions governing the distribution of overtime. (See table 17.) Often calling for "equal," or "fair," or "reasonable" distribution, the clauses in varying degrees of detail covered not only the allocation of overtime but also stated the impact that refusal of overtime would have upon the individual employee's share of future overtime opportunities.

Clauses called for distribution of overtime on several basis: seniority; rotation of the employee's name to the bottom of the list after a given number of overtime hours; or an equal distribution of overtime without further definition. Excess overtime could be carried forward to a new time period and assignments were to be posted periodically so that all employees could review and question their relative rank. Supernumeraries, or volunteers, were not to displace regular employees, and refusal to work overtime was, at times, counted as time worked for purposes of future distribution:

- (148) Reasonable attempts will be made to equalize the opportunity for overtime work with recognition of the limitation on the employer in getting the necessary work completed.

The number of overtime hours, and the different shifts worked shall be divided as equally as possible among the personnel of the department. An up-to-date list showing overtime hours will be posted weekly in a prominent place in the Police Department. . . .

Overtime hours will be computed from January 1st. through December 31st. each year. Excess overtime hours will be carried forward over each year and are subject to review at the end of each period.

- (77) An overtime roster of employees will be prepared by the Chief or his designee, and all overtime will be distributed to the regular officers within rank fairly and equitably. Refusal to accept overtime will be recorded accordingly. Reasonable overtime shall not be refused unless the acceptance of such overtime would cause undue hardship. Supernumeraries will not be used to deprive regular officers of their right to overtime work.

- (149) Overtime will be equitably distributed to non-supervisory personnel on a divisional seniority basis as far as practicable. When an officer has worked 16 hours of

overtime he shall go to the bottom of the overtime distribution list and the next man shall be afforded the opportunity to work....

The refusal to work overtime by any member of the bargaining unit shall be considered as time worked for purposes of distribution of same unless on sick leave, vacation, or excused by the Superintendent of Police,

In some instances, overtime policies were set forth in detail, reflecting their importance as an issue in the particular collective bargaining situation. Such provisions indicated the variety of approaches to allocation of overtime, and showed the care with which many contingencies were spelled out:

- (150) Overtime hours shall be divided as equally as possible among employees in the same classifications in their department. An up-to-date list showing overtime hours will be posted bi-monthly in a prominent place in each building.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purposes of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call out period (2 hour minimum).

Should the above method prove unsatisfactory, the parties agree to meet 90 days from the effective date of this agreement and work out a solution.

Overtime hours will be computed from July 1 through June 30, each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

- (151) A card file shall be set up and maintained as follows:

A tab on each card shall have a number which will indicate the proper order for [overtime] call-in. Cards shall be filed in numerical order with smaller employee numbers to the front of the file. When employees are needed for overtime they shall be called in order, beginning with the smallest number. The numbers on the card shall be called "opportunity" numbers and shall be computed in the following manner:

An opportunity shall be charged each 4 hours worked, or refused, with decimals or fractions showing a portion of a 4-hour period.

An opportunity number would also be charged in the event an employee refuses to work when the request does not require that he work in excess of 48 hours. An opportunity would also be charged to an employee who notifies the office that he does not wish to participate in the overtime program. In such case he will be charged an opportunity number for each 4 hours he could have worked had he wanted to participate. When an employee is transferred from one shift to the other his opportunity number will be adjusted to coincide with opportunity numbers on his new shift and filed accordingly....

If an employee contacted has 14 opportunities shown on his card and he works or refuses a 24 hour assignment,

the opportunity number would now be 20 and his card would be placed in back of the other twenties in that section on the file....

Right to refuse overtime

Eleven percent of the agreements, representing 10 percent of the workers' contained clauses allowing employees the right to refuse overtime; this provision was often within the context of an equal distribution clause. (See table 17.) This prevalence was below that found for all municipal employees in an earlier study. There were instances where the right to refuse appeared unlimited:

- (152) Overtime shall be assigned among regular and probationary employees as equally as possible. Employees who do not want overtime assignments shall be excused.

Most frequently, however, provisions specified that employees would be allowed to refuse overtime except under unusual circumstances:

- (153) Employees shall have the right to refuse overtime except in cases of declared emergency by the Chief of Police.

- (130) When the Chief of the department declares a state of emergency no refusal to work is acceptable except for physical incapacity.

Overtime meal allowance

Only 21 agreements provided for meal allowances in overtime situations, although again the practice may be more common than would be indicated by negotiated provisions. (See table 17.) The clauses specified that employees would be given meals or meal allowances when required to work a specified amount of overtime. Employees could also receive paid time off while eating:

- (154) Firefighters who work other than a normal 8 hour shift will be paid a meal allowance under the following conditions:

1. If an employee stays on beyond his normal shift to engage in emergency operations, meal allowance will be paid for each 5 hours beyond the normal shift.
2. If the employee stays on for a second complete shift at the request of the City and for the City's convenience, he will receive one meal allowance.

- (146) In the event an officer is required to work overtime for continuous periods exceeding 4 hours, he will be given time off and meals both to be paid by the City as follows:

Meal	Not to exceed
Breakfast	\$1.75
Lunch,	2.00
Dinner	2.25
Other	2.00

Meals will be paid only when accompanied by proper vouchers from establishments approved by the State for selling food.

Some firefighter agreements provided meal allowances to employees working long shifts such as those lasting 24 hours. Protective service personnel on such schedules were to use the money to prepare two or three meals at the firehouse while on duty. The payments, sometimes referred to as subsistence allowances, were usually paid directly to employees, although they could be administered by a supervisory officer:

(155) Subsistence (Food) Allowance:

All employees working a twenty-four (24) hour shift shall receive a subsistence allowance as follows:

For the period 7-1-72 to

7-1-73 2½% of \$12,660 less 10%

For the period 7-1-73 to

7-1-74 2½% of \$13,293 less 10%

These allowances shall be paid by June 30 of each year.

(156) Each employee shall have two hundred dollars (\$200.00) allowed for food, to be administered in a lump sum by Captains on each unit.

Outside employment

Eighteen percent of the agreements studied referred to outside employment opportunities for members of the bargaining unit. (See table 18.) Most were concerned with the establishments of guidelines and rules for private employment in police- or fire-related work; about half of this number were concerned with unrelated employment.

The negotiation of outside employment provisions serves several purposes. From the government's point of view, they insure the community's safety and the efficiency of the protective service. In addition, the possibility of conflict of interest of the violation of laws and administrative rules is diminished by the employer retaining some control over outside employment. Because of the public trust inherent in police and fire jobs, this regulation is especially important. The employee benefits from these clauses in that wage levels or hours of outside work are clearly set forth; also provision may be made for the equitable distribution of available jobs.

Paid private details

Paid private details involve the assignment of employees to police- and fire-related work for private employers. Employees may receive a variety of assignments: fire watches; crowd control at sporting, entertainment, or political events; night watch jobs at construction sites; and similar activities. In some cases the need of private employers for the specialized skills of police

or fire personnel stems from ordinances and laws requiring adherence to certain security standards. In any event, employers present personnel requests to the police or fire department and these departments in turn act as referral agents. The government employer, regulates paid private details and is therefore alert to the impact that this employment can have on operations.

Specifically, clauses stipulate the conditions under which an employee can be assigned to a paid private detail. Among these is that the protective service not be understaffed as a result; also, the types of jobs which may be assumed are specified. These provisions may authorize the government employer to make assignments, assure equitable distribution of work opportunities, establish pay guarantees at straight time or premium rates, and explicitly arrange for supervision of outside employment:

(157) Whenever any person or organization is required to or shall seek the services of the Fire Department for Fire Watch Duty such work shall be performed under the direction of the Fire Marshall and it shall be performed by employees in the bargaining unit. Such work shall be paid for by the person or organization who is required to or does seek such services. Company strength shall not be reduced to provide fire watch duty regardless of whether any person or organization is required or does seek such services of the Fire Department.

The term "Fire Watch" duty for the purpose of this article shall mean duty designed to assist in fire prevention, fire safety code enforcement, crowd panic control and related duties.

All "Fire Watch Duty" assignments shall be made by the Fire Marshal or his designated representative who must be an employee assigned to the Fire Marshal's office.

The rate of pay for "Fire Watch Duty" for a firefighter shall be \$4.10 per hour.

Firefighters shall be paid a minimum of twenty-five (\$25.00) dollars for each assignment or the actual hours worked times the hourly rate, whichever is higher.

Whenever four or more firefighters are assigned to a "Fire Watch Duty" job to work the same hours, a supervisor shall also be assigned. The rate of pay for "Fire Watch Duty" for a supervisor shall be five (\$5.00) dollars an hour or the minimum of twenty-five (\$25.00) dollars for each assignment or the actual hours worked times the hourly rate, whichever is higher.

An employee who desires assignment to "Fire Watch Duty" work shall notify the Fire Marshal or his designated representative in writing.

Employees who indicate their availability for "Fire Watch Duty" work shall be offered assignments in rotation without regard to rank. Refusal of such an assignment shall have the same effect on rotation as accepting an assignment. An employee must have been notified the day before a "Fire Watch Duty" assignment before it will affect his standing.

Upon the request of the union, employees may donate their time voluntarily for specific charity organizations and occasions designated as hereinafter provided, this voluntary donation of the employee's time shall not affect their posi-

tion on the "Fire Watch Duty" roster. The union shall establish a committee to determine the charitable organizations and designate the occasions which will not affect the "Fire Watch Duty" roster.

- (76) Private paid details shall be assigned to regular departmental personnel on a fair and equitable basis except in cases of emergency or where department personnel are unavailable. No detail shall be forfeited if sick only one day in the week.

The following privately paid rates shall be effective on January 1, 1971:

Minimum - Four (4) hours	\$20.00
Each hour or portion thereof in excess of four (4) hours	5.00 per hour
Police service during strikes or labor disputes or hazardous duty	6.00 per hour

(Minimum \$24.00)

Double time will be paid on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Mother's Day, Easter Sunday and Thanksgiving. Time and one-half for over eight (8) hours' work for working on Sundays or holidays.

- (120) Whenever any private person or organization is required to or shall seek the services of the employees of the Fire Department for fire watch duty, such work shall be rotated by the Chief of the Fire Department among those employees who volunteer for such work during their off-duty hours. In the event that four (4) or more employees are needed for a certain fire watch duty assignment, one of the employees given this assignment shall be a Fire Department Officer. The rate of pay for this work shall be time and one-half the employee's regular hourly rate of pay, with a minimum of 4 hours pay. Company strength shall not be reduced to provide fire watch services for any private person or organization.

Paid private detail provisions also dealt with the government's obligation to the employee injured while on an outside job. In such cases, he was entitled to payment of doctor's and hospital bills and continuation of pay while recuperating:

- (158) Whenever an officer of the East Providence Police Department covered by this agreement, who has been assigned to private or special details is injured in the course of such detail he shall be compensated by the City of East Providence for all medical and hospital expenses, etc., and also the regular rate of pay is to be continued during the period of incapacity as provided by Section 45-19-1 of the Rhode Island General Laws, 1956, as amended.

Moonlighting

A small number of contracts permitted protective service personnel to take a second job that was not police or fire-related. (See table 18.) It is likely, however, that the employer exercises considerable control over moonlighting via administrative policies and rules which operate irrespective of contractual provisions.

Not surprisingly, none of the provisions covering outside work established wage or hour guarantees. They chiefly dealt with the rules that employees had to follow in seeking approval for the second job and established the employer's authority over secondary employment. On the other hand, a few of the provisions referred only to the employer's authority over secondary employment and the detailed rules governing moonlighting were promulgated outside the agreement:

- (63) The Division shall continue its policy of permitting outside employment of members by one or more employers and will consider all requests submitted, subject to such limitations and requirements as the Division may deem necessary for the best interest of the Division and the State.

In instances where rules were specified, they were primarily in reference to the establishment of the employer's authority and limitations on the kinds of jobs that could be taken. No detrimental impact on the well-being of the employee, which, in turn, could affect departmental efficiency, would be tolerated: the employee's primary employment always took precedence over his second job. Advance notice and full disclosure of what the additional job entailed was required and there would be no conflict of interest nor violation of law. The number of hours of outside work were limited, and in contrast to paid private details, the employer had no obligation to pay sick leave if the employee became ill or was injured while moonlighting:

- (159) In addition all off duty jobs of the employees covered by this agreement must be reviewed and approved by the Fire Chief and the City Manager, such approval of off duty jobs, however, shall not be unreasonably withheld and said jobs cannot mentally or physically affect a man's ability to perform his job as a firefighter and that while performing said off duty jobs he must be immediately available if needed in an emergency.

Other Employment

The members of the bargaining unit agree to and will abide by the policy of the City regarding other employment. It is specifically affirmed that their employment as firefighters in the Fire Department in the City of Carbondale, Illinois, is of prime importance and is their first employment obligation; that all other activity engaged in shall in no way hinder or obstruct the performance of their duties as firefighters. Insofar as other employment and activities do not affect their employment as firefighters, the City shall in no way direct or govern the firefighters' activities on their time off duty so long as they conduct themselves in a manner which is both moral and legal.

Outside Employment:

The members of the Police Department of the City of Cudahy may engage in gainful part-time employment subject to the following rules and regulations:

A. Notification of City:

Prior to accepting or undertaking any outside employment, a member of the City of Cudahy Police Department shall furnish to the Chief of Police, upon forms prepared for that purpose, the following:

1. A statement setting forth the name of the employer or that said member of the Police Department will be self-employed;
2. The hours of employment and type of work, together with a statement of his employer, if not self-employed, verifying the statement of the member of the Police Department and agreeing to all of the terms and conditions of such part-time employment and the provisions of this section.

B. Prohibited Outside Employment:

No member may engage in any part-time employment which will interfere with his efficiency or availability for duty, nor the health, safety or welfare of the public; shall any member engage in any part-time employment which involves any conflict of interest with the City of Cudahy Police Department or in any way involved police regulation or control, or is in violation of any state, county, or municipal statutes, ordinances or regulations; nor shall any member engage in any part-time employment which employment requires a securing of any license or approval from the City of Cudahy.

C. Emergencies:

In the event the Chief of the Police Department decides that in his judgment a state of emergency exists, he may unilaterally rescind for the duration of the emergency any and all of the outside employment privileges as provided in this section. In the event any emergency exists whereby the Chief of the Police Department calls a member to duty outside his normal shift, said member agrees to report regardless of the fact that he may be engaged in the gainful part-time employment provided for in this section.

D. Limit on Number of Hours:

The maximum number of hours per week that any said member of the Police Department shall engage in gainful part-time employment is hereby limited to not more than 16 hours of outside employment per duty week (7 calendar days commencing on Sunday), noncumulative.

E. Waiver of sick leave:

Prior to undertaking any part-time employment, said member shall, in writing, waive any and all claims for sick leave compensation or any other non-accrued benefits arising by reason of the fact that such disability occurred while he was engaged in said part-time employment. In the event any member suffers a major injury while engaged in said part-time employment disqualifying him temporarily for work on the Police Department a written statement from the attending physician that his injury has not left him in any fashion incapacitated prior to returning to duty on the Police Department. In the event of disability or inability to work on the Police Department by reason of injury or illness occurring because of said part-time employment, substitution by other members of the Police Department for such injured policemen shall not be permitted.

F. Termination of outside employment

In the event the Chief of the Police Department is of the belief that any part-time employment is decreasing the efficiency of a member, or interfering with his availability for duty, he may order the member to terminate his outside employment. The member, upon receipt of such order, shall terminate his outside employment forthwith. He may, however, appeal from the determination of the Chief to the Fire and Police Commission pursuant to the grievance procedure and may continue said outside employment during the pendency of the appeal. The appeal shall be made in accordance with the rules and regulations as the board shall promulgate and establish. If the board sustains the action of the Chief, the member shall cease outside employment forthwith.

Table 16. Scheduled weekly hours of work in police and fire agreements, 1972-73

Scheduled weekly hours	Agreements	Employees
All agreements -----	504	84,979
Total referring to scheduled weekly hours -----		
Less than 40 -----	298	38,112
40 -----	8	500
41 -----	127	16,664
42 -----	1	101
43-47 -----	21	2,728
48 -----	12	394
49-55 -----	10	5,339
56 -----	4	497
Over 56 ¹ -----	68	5,726
Varies ² -----	5	217
Reference to scheduled weekly hours; no details given -----	39	5,699
No reference to scheduled weekly hours -----	3	247
	206	46,867

¹ Includes 1 agreement with 60 hours a week, 1 with 63, 2 with 72, and 1 with 84 hours.

² All but 2 vary weekly schedules by occupation with line police or firefighters having longer work weeks than specialists, technicians, or clericals, who ordinarily had 40-hour schedules. Line employees most often had 42, 48, or 56 hour schedules. In 2 agreements weekly schedules varied within 7- and 5-week cycles.

Table 16. Scheduled days in the workweek in police and fire agreements, 1972-73

Scheduled days of work	Agreements	Employees
All agreements -----	504	84,979
Specifically referring to scheduled days of work -----		
4 days -----	72	5,834
5 days -----	1	66
71 -----	5,768	
Scheduled variable days of work -----	61	8,485
No reference to scheduled days of work -----	371	70,660

Table 17. Overtime and related provisions in police and fire agreements, 1972-73

Government activity	All agreements		Overtime pay		Compensatory time for overtime		Equal distribution of overtime	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
	Total	504	84,979	380	67,334	107	28,663	101
Firefighters -----	195	41,176	140	27,090	35	14,017	43	7,512
Police -----	254	33,488	197	31,901	64	9,861	44	3,337
Police and fire -----	11	777	7	217	1	34	4	151
Sheriffs' deputies -----	38	9,221	30	7,809	6	4,640	6	139
Citywide -----	6	317	6	317	1	111	4	186
			Right to refuse overtime		Meal allowance in overtime		Call-in/call-back pay	
			Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	57	8,689	21	10,982	277	47,533		
Firefighters -----	29	6,918	10	5,090	117	27,287		
Police -----	23	1,637	11	5,892	130	16,401		
Police and fire -----	2	79	-	-	6	183		
Sheriffs' deputies -----	3	55	-	-	20	3,476		
Citywide -----	-	-	-	-	4	186		

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 18. Outside employment provisions in police and fire agreements, 1972-73

Provision	Agreements	Employees
All agreements -----	504	84,979
Reference to outside employment -----	95	14,616
Paid private details ¹ -----	58	6,882
Other than paid private details ² -----	31	6,933
Both -----	6	801
No reference to outside employment -----	409	70,363

¹ Paid private details refer to police- or fire-related work, such as fire watches, security guards, and crowd control at special events, which are requested by nongovernment employers and which are then allocated among protective service personnel by their government employers.

² Refers to outside (nongovernment) employment other than police- or fire-related work.

Chapter 6. Paid and Unpaid Leave

Voting time
Jury duty
Police court time
Holidays
Vacations
Paid personal leave
Sick leave
Sick leave conversion
Funeral leave
Military leave
Rest periods
Maternity leave of absence
Personal leave of absence

Chapter 6. Paid and Unpaid Leave

Voting time

Provisions allowing time off for voting without loss of pay were found in only nine of the agreements studied. (See table 19.) Permission to vote on government time is considerably more widespread than indicated, and conceivably is covered by statute in many jurisdictions. The few clauses in the study typically urged employees to vote during off-duty hours, if at all possible:

- (50) Any employee lawfully entitled to vote in any public election shall be afforded, where reasonably necessary, a sufficient amount of time off from duty without loss of pay to cast his ballot at the required location. Employees shall vote either prior to or subsequent to normal duty hours where such is reasonably possible. Any leave so taken shall be done only with the permission of the Chief or other officer in charge.

Jury duty

Police and firefighters called to jury duty were allowed time off with pay in 16 percent of the agreements studied. Again, the practice is probably more prevalent than shown by these numbers. As a rule, provisions stipulated that employees would receive the difference between regular and jury-duty pay. The clauses also set forth the conditions that employees had to meet to qualify for pay, among them proof of service and payments received. Under the terms of some agreements, employees were required to report back to work if dismissed early and if time permitted:

- (161) Any regular employee shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service provided they show evidence of such proposed jury duty or service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty or service. Pay will be made upon presentation of jury duty or service remuneration in the next regular pay.
- (162) An employee who shall serve as a member of any jury shall be permitted to be absent from his duties without loss of pay and without charge against any leave. Pay received for jury service shall be reported to the employer and the salary of the employee shall be reduced by the amount the employee received for jury service. If dis-

missed by the judge before noon, an employee on day shift shall report back to work.

Police court time

Police and fire department employees may be required to spend time testifying in court on matters related to their regular duties: Twenty-eight percent of the agreements studied contained provisions governing aspects of such court appearances. (See table 19.) If the appearance occurred during duty hours the employee received his regular pay. However, if he had to appear during off-duty hours, he was eligible for call-in pay, standby pay, overtime, a flat sum, or compensatory time as specified. Some contracts guaranteed a minimum number of hours of pay. Witness fees had to be returned to the employer, and return to work after a duty-hours appearance was also required. Because off-duty appearances were particularly burdensome, one provision expressed an intent to work out procedures with the court to minimize them:

- (163) Each employee who may be required to attend the Circuit Court or to meet with Court officials for any purpose, and while off duty, shall receive ten dollars (\$10.00) for each such appearance.
- (164) If any officer is subpoenaed to court, he shall be paid at his regular rate of pay for the time spent if during his regular shift. He shall be expected to work when not in court. If such subpoena shall order him to court on a pass day or other than his regular shift, the officer shall be compensated [with call-in pay] or he shall receive compensatory time off. . . . The subpoena must be as the result of his activities as a police officer in order for this paragraph to be considered binding. All moneys or fees received by the police officer shall be given or assigned to the City.
- (149) The City agrees to pay \$17.50 for all duty related to off-duty court appearances within the limits of Niagara Falls, New York. If an officer makes a morning and afternoon appearance in a day he will be paid separately for each appearance except that the maximum payment will be for two appearances. Court appearances outside City limits will be compensated for at the rate of \$25.00 for the day. This compensation will be considered to include reimbursement for mileage and tolls. Court appearances as used here shall be considered to include all cases

handled during one attendance at City, Family, County and Supreme Courts; motor vehicle bureau hearings and S.L.A. hearings.

- (165) All officers below the rank of Lieutenant called to attend court to carry out their duties as a police officer during hours other than his or her regular hours of work shall be paid for a minimum of 2 hours of work at one and one-half of his regular hourly rate, and, in no event, shall such officers be paid for less time than actually spent in such court attendance. However, he shall be paid at the rate of one and one-half of his regular hourly rate for any time spent for court attendance when such attendance occurs within one hour immediately before or after his or her regular shift. It shall be the duty of all officers to attend court at times and places as required and to remain in attendance upon the court until discharged by the court, or with the court's permission, by the party summoning the officer. When the officer has responded as directed on the subpoena and is required to stand by for a call from the court while the court is in session at a place other than the court, he shall be compensated [as if the time was emergency stand-by] . . . If any prescribed witness fee is payable . . . the same shall be remitted to the City of Tucson.

The City agrees to work with the Magistrates Office in an attempt to reduce the number of times the police officers are called for court attendance on their regular days off.

Holidays

Provisions setting forth the number of paid holidays for police and firefighters were found in three-quarters of the 504 agreements studied, which involved three-fifths of the employees under these agreements. (See table 20.) The proportions were lower than those found in studies of private sector collective bargaining agreements. Again the explanation lies in the initial unilateral establishment of such benefits which have not yet carried over into the jointly negotiated agreement. The number of holidays stipulated in the contract varied widely but over half the agreements, covering nearly two-thirds of the employees in the study, provided for at least 10 holidays.⁴

Nearly one-quarter of the agreements having holiday clauses provided one half-holiday or more. Usually these applied to the day before a major holiday such as Christmas or New Year's Day, but at times they included time off for the employees' annual picnic:

- (145) . . . All employees shall receive one-half ($\frac{1}{2}$) day of time off for each of the following days in the year 1973:

Good Friday
Christmas Eve
New Year's Eve

- (166) The regular paid holidays observed by the City are and shall be: New Year's Day; Good Friday afternoon; Memorial Day; Independence Day; Labor Day; Thanksgiving;

day following Thanksgiving; one-half day before Christmas; Christmas Day; half-day before New Year's Day; one-half day for annual employees picnic.

In recent years, the number of negotiated paid holidays has been increased by adding, instead of a fixed day, a floating holiday which would provide time off for a particular employee. Such a holiday could be an employee's birthday, or could be used for religious purposes, or at a mutually convenient time for employee and employer:

- (167) All full time employees in the bargaining unit shall be granted the following holidays . . .

the employee's birthday.

- (168) Those employees who work a regular 40-hour week (as distinguished from those who work a 56-hour week as noted above) shall receive the following paid holidays . . . one day per calendar year to be taken at a time mutually agreeable to employee and the City.

- (169) . . . A maximum of three additional personal holidays may be granted upon request. These personal holidays will include any religious days observed by an employee that are not covered above. These three additional days, whether considered religious holidays, or personal holidays, are not accumulative and cannot be applied to the next fiscal period. Personal days shall be requested two weeks in advance, except when specifically approved by the Shift Commander.

Scheduling to adequately cover holidays in continuous operations creates a problem. Among the solutions are arrangements for compensatory time off or extra vacation time in lieu of holidays:

- (170) Each employee shall receive 12 compensatory days off in each fiscal year in lieu of the following 12 legal holidays: (1) New Year's Day, (2) Lincoln's Birthday, (3) Washington's Birthday, (4) Good Friday, (5) Memorial Day, (6) Independence Day, (7) Labor Day, (8) Columbus Day, (9) Veterans' Day, (10) Thanksgiving Day, (11) Christmas Day, and (12) shall be a floating holiday.

- (171) The following holidays shall be paid holidays for all firefighters: Memorial Day, Independence Day, Thanksgiving, Christmas.

In lieu of the remaining holidays allowed to other employees of the City, the firefighters shall be entitled to a vacation of one week, in addition to their regular vacation.

Where firefighters work long duty shifts, holiday time off may be granted by grouping more than 1 holiday into the equivalent of a duty shift for which no work is performed:

- (84) For those employees assigned to an average 56 hours per week schedule, holiday leave will be granted by providing three (3) twenty-four hour tours of duty to

⁴ Election day was not counted as a paid holiday since it was only a paid day off in election years. For a discussion of pay for holidays worked see p. above.

accommodate nine of the guaranteed holidays. Additional holiday eligibility will be provided through appropriate cash payments to be paid in December, annually.

Different employees covered by the same agreement might be given varying numbers of holidays, depending on such factors as their rank or prior military service:

(172) Employees under the rank of corporal shall be entitled to ten (10) holidays in each calendar year. Employees of the rank of corporal and above shall be entitled to seven (7) holidays in each calendar year.

(173) Pursuant to Section 63 of the Public Officers Law, as amended, employees who are veterans as defined in said Section shall also be entitled to a holiday on the last Monday in May, known as Memorial Day; and the fourth Monday in October, known as Veterans Day.

Vacations

Three-quarters of the agreements studied, covering over three-fifths of the employees, contained provisions governing paid vacations. (See table 21.) Among the vacation plans were nine which provided uniform benefits for all employees, usually after 1 year of service. However, most plans were graduated and increased the amount of vacation time with the employees' length of service:

(174) A paid professional firefighter shall earn two and one-half (2½) days paid vacation leave for each month of the calendar year at the full amount of his salary or wages. The vacation allowance provided for herein shall not be available to any firefighter who has not fulfilled one full year of service. Vacation time shall not be taken prior to the commencement of the fiscal year which occurs subsequent to the year in which the vacation rights have accrued.

(175) The paid vacation entitlement of all police officers shall be as follows:

- After one year - one week
- After two years - two weeks
- After ten years - three weeks
- After fifteen years - four weeks
- After twenty years - five weeks

(178) Each policeman shall be granted two (2) personal leave days per year. Said days to be used for the purpose of transacting personal business that could not be ordinarily transacted during the working day. These personal leave days shall be with pay. The policeman shall notify the Chief as soon as possible of his request for a personal leave day. Said personal leave days shall not be cumulative.

(174) All paid professional firefighters are entitled to five (5) personal days per year. A day is considered to be twelve (12) hours, and is to be used only at a time approved by the Commissioner, which said approval is not to be arbitrarily or unreasonably denied.

Sick leave

Over three-quarters of the agreements, covering three-fifths of the police and firefighters, referred to paid sick leave. (See table 22.) Sick leave provisions usually set forth the number of days that would be earned during a given working period. Often, they stipulated the maximum number of days an employee could accrue and carry over from year to year:

(179) All sworn patrolmen shall accrue sick leave at the rate of one and one-quarter (1¼) days per month of service but not to exceed a total of 120 days.

(180) The City of Menominee allows to each full time regular employee, leaves of absence on account of sickness as follows: Five days for each year of service after the first year of service. One day per month after the fourth year of service, accumulative to ninety working days, in all departments except in the case of the Fire Department.

In some cases, employees with good sick leave records earned a bonus:

(34) Three (3) bonus days will be added to the sick leave bank if no sick leave is used in any twelve (12) month period . . .

Most of the provisions tried to prevent abuses by establishing reporting requirements and medical certification:

(181) . . . During the period of his absence from work due to his non-compensable illness or injury, an employee will be paid from and to the extent of his Paid Time-Off Credit.

An employee who falls ill or is injured and who expects to be off work so as to use his Paid Time-Off Credit, must notify the Officer-in-Charge as promptly as practicable under the circumstances but, in any event, no later than 8:00 o'clock A.M. of the day of his absence from work. His failure to do so may result in denial of his claim against his Paid Time-Off Credit.

(74) A medical certificate may be required as evidence of an employee's illness or injury that prevented his attendance at work, if the pattern of sick leave developed by the employee indicated an abuse of the sick leave privilege.

Some clauses also clarified what injuries were not covered and stipulated that days off would not be allowed as sick days:

(182) Sick leave will not be allowed when abuse is due to use of narcotics, intoxicants, willful misconduct or illness or injury due to self-employed or employed by other than the Village.

Unused personal business days cannot be accumulated, and are chargeable during the current fiscal year.

Over three-quarters of the agreements with vacation provisions, covering a similar proportion of the employees, granted 4 weeks or more of annual leave to

employees in the highest length-of-service categories.⁵ While most agreements provided a maximum of 4 weeks' vacation, more workers were covered by agreements where a maximum of 5 weeks was stipulated. These longer leave periods were often from agreements negotiated with larger cities.

A few agreements provided added vacation time at regular intervals for senior employees in addition to their normal vacation:

(176) Vacation regulation shall be as follows:

. . . After 10 years of employment, three weeks paid vacation.

After fifteen years three weeks paid vacation and four weeks paid vacation twice during the 5-year period between 15 and 20 years.

Beginning with the 20th year of employment 4 weeks paid vacation.

In addition to details on length of service required, provisions often contained regulations on the scheduling of vacations. Clauses usually stipulated that time off would be distributed so as not to impair operational efficiency, for example, by preventing too many employees on the same assignment from being absent at the same time:

(147) No two officers with the same classification on the same shift or assignment shall be granted vacation at the same time unless approved by the Director of Public Safety.

Within this limit, vacation time could be selected by the employee, usually on a seniority basis:

(177) Eligibility for vacations shall be based upon the anniversary service date of the employee. Selection of a particular vacation period shall be based upon seniority and in accordance with departmental rules. Employees shall be allowed to take part of their vacation at one period and the remainder at another period. Civilian employees' vacations shall not interfere with vacations of classified police officers.

Other provisions either required or encouraged employees to use their leave, on the theory that vacations are necessary to give them a needed break from their duties:

(154) . . . Firefighters are required by law to take a minimum of two weeks vacation annually.

(113) To encourage employees to take vacation annually, vacation carried over from one calendar year to the next shall not exceed the equivalent of one year's earned vacation plus five days for 40-hour work week personnel.

Paid personal leave

A small number of agreements provided employees with paid personal leave days⁶ to be used by employees as they saw fit, often to conduct personal business which

they were unable to do on weekends or holidays. (See table 23.) Because of protective service scheduling problems, employees were usually required to notify the employer prior to taking a personal leave day. Such days were to be refused only for good cause:

(183) Sick leave shall not be granted for illness on a scheduled leave, vacation, leave of absence or other scheduled day off.

Where an employee had used all of his earned sick leave, one unusual clause allowed other members of the bargaining unit to work for the employee; in another clause, bargaining unit members were permitted to transfer their own sick leave to an employee who had exhausted his sick leave:

(184) The firefighters will have the right to work for any member of the bargaining unit who is unable to work due to accident or illness, without further cost to the City, subject to the Chief's approval.

(185) Members of the Department shall have the right to transfer from their sick leave account any number of days they may wish to another member's sick leave account, with the approval of the superintendent of the Department and the president of the union.

Sick leave conversion

Despite efforts to prevent abuses of paid sick leave, it is nearly impossible to closely monitor a provision of this kind. Conversion rights, however, give employees an incentive for maintaining favorable sick leave balances.

Sick leave conversion clauses were found in over 44 percent of the agreements with sick leave provisions. (See table 22.) One arrangement allowed employees to draw upon sick leave for personal leave days:

(116) Command Officers may draw upon their regular sick leave bank for one personal business day—and two days which shall not be chargeable to any other leave.

In some cases, conversion was only permitted if the employee had accumulated a minimum specified amount of sick leave:

(114) All employees shall be entitled to 15 days sick leave per year to accumulate at the rate of 1½ days per month, up to a maximum of 160 days. Accumulated sick leave in excess of 160 days shall be converted to personal time off

⁵ Vacation provisions found in police and fire agreements set forth allowances not only in units of weeks, but in units of days and workdays which were often related to the longer days found in protective service schedules. Units of days and workdays were recalculated and converted to weeks of vacation for study purposes.

⁶ Leaves of absence for personal reasons—generally given for longer time periods than the type of leave discussed here—are covered on pp.

at the rate of 5 full days of excess sick leave for one personal day off. Personal time off acquired in this manner shall be taken in the year it is accumulated where practicable and in any event not later than 90 days after the end of the year in which such personal time off accrues.

More commonly, conversion clauses provided employees with pay for their accumulated sick leave upon their retirement, either paying for the leave in full or for a specified percentage of the accumulated leave:⁷

- (186) All permanent full-time policemen shall be entitled to 100 percent of unused sick leave as severance pay, with a maximum of 120 days, upon retirement or if they become disabled and must terminate their employment, with written proof by a physician. In the event of death, severance pay shall be paid to the beneficiary.
- (187) Each officer and Fire Department driver shall, at the time of retirement, receive 50 percent of his accumulated sick leave credit in cash.

In a more limited number of instances, the agreement permitted a retiring employee to use accumulated sick leave credits to continue his insurance or hospitalization coverage:

- (178) In addition to the foregoing, each member of the Association, upon retirement, shall be entitled to have credited toward the payment of hospitalization his accumulated sick leave to the extent permitted by resolution of the Common Council.

Other arrangements provided for conversion to personal leave for an illness in the family, or to supplement workers' compensation benefits:

- (20) A firefighter may use sick leave with pay for absence necessitated by injury or illness. In the event a firefighter's wife, children or other members of his family living at his residence are injured or ill in such manner as to require the firefighter's presence, such firefighters may use up to one (1) day of his accumulated sick leave credits per incident. This latter provision is to allow the firefighter time to make arrangements for the care of the injured or ill person or for the care of his children in case his wife is injured or ill
- (188) The City will allow an employee on workmen's compensation to make up the difference between workmen's compensation and his normal net rate of pay (less Federal, State, and City Taxes) by drawing on his accumulated sick leave or holiday leave bank.

Funeral leave

Three-fifths of the agreements, covering more than 40 percent of the employees studied, provided paid leave for attending funerals. (See table 22.) The most common provision permitted paid leave in the event of death in the employee's immediate family. Funeral leave pro-

visions generally included a definition of the family and stipulation of the maximum days of leave that could be used. Variations existed within these general provisions. For example, the scope of family could be either narrowly or broadly defined, and the number of days of leave differed accordingly:

- (189) Funeral leave shall be granted to Regular Officers up to a total of three (3) days in the event of each death in the immediate family, immediate family being defined as parents, spouse, brother, children, sister, father-in-law mother-in-law or any relation who is domiciled in the employee's household. Total leave of one (1) day shall be granted for deaths of other close relatives of the employee or his spouse.
- (190) An employee shall be entitled to four (4) consecutive working days per funeral to make preparations for and attend the funeral of an immediate member of his family within 300 miles of the City of Inkster. An immediate family member for this purpose shall be deemed a husband, wife, children, parents, brother, sister or parent-in-law. An employee shall be entitled to three (3) consecutive days for the funeral of a brother-in-law, sister-in-law, grandparents, grandchildren, if within 300 miles of the City of Inkster. One (1) day shall be allowed in the event of the death of an aunt or uncle. One (1) additional day for travel will be given for any such funeral being held over 300 miles distance. Proof of death must be submitted to the City within ten (10) days of return of an employee upon request of the Chief of Police.

Some clauses authorized leaves for employees to participate in the funeral service of a fellow employee or in the event of the death of a member of the armed services:

- (191) Any employee selected to be a pall bearer for a deceased City employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave.
- (192) The military funeral leave benefit shall remain unchanged as follows:

Permanent full-time employees shall be allowed to attend military funerals of veterans without loss of pay when a request for the leave is made by a proper veterans' organization that the service of such officer or employee is desired for the proper conduct of a military funeral.

Military leave

Leave for short-term military service, such as special duty or summer camp, was provided in 23 percent of the agreements. (See table 22.) The clauses differed in the duration and amount of pay. Some agreements indicated that the employees would be on full pay while

⁷ For further discussion of terminal leave and bonuses on retirement, see p.

others paid the difference between their pay for such duty and their regular wages:

- (193) Any permanent police officer who is a member of the National Guard or an organized military reserve component of the United States will be entitled to a leave of absence not to exceed a total of ten (10) workdays in any one (1) calendar year during which time he shall be paid his regular salary rate. In order to receive payment of salary rate, a police officer must file a copy of his orders with the Personnel Department prior to his leave. For training periods beyond ten (10) workdays, each year, while leave shall be granted, the County shall not be liable for salaries.

Any permanent police officer who is a member of the Delaware National Guard and who is ordered to perform emergency duty under the supervision of the United States Government or the State of Delaware shall be granted a leave of absence during the period of such activity. Any such police officer shall receive the pay differential in the amount by which the employee's normal salary, calculated on the basis up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence, exceeds any pay received from the State of Delaware.

- (194) Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling their annual field training obligations and when called out due to temporary civil disturbances. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees who are ordered to report for annual field training or called out due to temporary civil disturbances hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of pay therefor, and what they would have received from the employer had they worked during such period. The compensation thus paid by the employer shall not exceed the difference in pay for a period of two (2) weeks (ten regularly scheduled working days in any one (1) calendar year).

Rest periods

In addition to clauses providing for time off away from the job, some of the agreements granted time off during the day for rest periods or coffee breaks without loss of pay. These provisions were found in 8 percent of the agreements (table 22), considerably below their prevalence in general municipal agreements (19 percent).⁸ Typically, the provision would indicate the frequency and duration of such breaks, such as a 10- or 15-minute break every 4 hours:

- (66) All employees shall be entitled to two (2) fifteen minute rest periods or coffee breaks during each shift. A lunch period shall not be considered a rest period or coffee break period.

Rest periods are, of course, more widespread than the data indicate. The nature of police and firefighter duties lends itself to informal arrangements which are not necessarily negotiated into the agreements. Actual time spent in fighting fires, for example, does not usually comprise an entire duty shift, leaving some time available for irregular rest periods while performing station house duties.

Some provisions attempted to regulate existing practices by limiting time or warning against abuse:

- (195) It has been customary to take a fifteen (15) minute "coffee break" in the morning and afternoon on each day or the first half and second half of a regular shift, whichever may apply. In the City services, employees are under constant observation. The following policy shall apply:

- A. There shall be no accumulation of coffee break time.
- B. Police Department employees may take a fifteen (15) minute "coffee break" in the A.M. and also a fifteen (15) minute "coffee break" in the P.M. or the first half and second half of a regular shift, whichever may apply.
- C. It is suggested that much discretion be used regarding "coffee breaks" to avoid criticism and loss of production.

Maternity leave of absence

Maternity leave provisions were found in 11 percent of the agreements studied. (See table 23.) For the most part, these were concentrated in police and sheriff department agreements. Women in these departments held not only a greater number of clerical jobs than in fire departments, but were employed in an increasing number of professional positions as well. While there are women who are professional firefighters, their number is still quite small.

Maternity clauses typically stipulated the duration of leave, which varied greatly. They also contained administrative details covering such matters as advance notice of leaving and returning dates, as well as requirements for medical certificates or examinations:

- (196) Permanent female employees shall be allowed to take a six (6) month leave of absence due to pregnancy. Such leave of absence shall be without pay, but shall not affect continuous service. If at the end of six (6) months, the employee has not requested reinstatement, her employment shall be terminated and her name placed on the eligible list for re-employment. Whenever an employee shall become pregnant, she shall furnish her department and the Department of Personnel, within two (2) months of her pregnancy, a certificate from her physician indicating the approximate date of delivery and stating any re-

⁸ *Municipal Collective Bargaining Agreements in Large Cities*, Bull. 1759 (Bureau of Labor Statistics, 1972).

strictions on the nature of work she may be able to do and the length of time she may be able to work. With her physician's approval, she may be allowed to work until two (2) months before the expected date of delivery.

- (197) Respective Boards and Commissions shall grant to employees maternity leave not to exceed ninety (90) calendar days. Maternity leave granted by respective Boards and Commissions shall be without pay. No benefits shall accrue during maternity leave. It is expressly understood that employees returning to work after being granted maternity leave, shall be required to submit a doctor's certificate, certifying that the employee is able to perform her normal duties. Should the employee fail to return to work after the ninety (90) calendar days have elapsed, the position shall be considered vacant.

Personal leave of absence

Unpaid leaves of absence for personal reasons were included in over one-quarter of the agreements. (See table 23.) Leave of absence differs from personal leave days in that it is not a specific right; rather, it is granted at the discretion of the employer. In addition, such leaves are without pay and are generally of longer duration than personal leave days. They allow employees to be away from the job for extended periods while attending to family or other pressing matters without sacrificing reemployment rights:

- (198) An employee may request a personal leave of absence

for a period not to exceed six (6) calendar months in any one calendar year. All requests must be made in writing and approved by the Sheriff. A personal leave of absence may be granted in cases of illness in the immediate family, to attend an educational institute, or for other reasons deemed justifiable by the Sheriff. All personal leaves of absence shall be without pay and the employee will not accumulate sick leave or vacation time, nor will the employee be paid for holidays which may fall during his/her leave.

When a leave of absence is granted for more than thirty (30) calendar days for whatever reason (other than a medical leave) the Sheriff does not guarantee that the employee will be reinstated in his former position. However, every effort will be made to place the employee in a position for which he/she is qualified. If no positions are available, the employee will be given top consideration as job openings occur in line with their qualifications. During the period of absence, the employee shall not engage in gainful employment and must pay BC/BS and Life Insurance premiums to the County Clerk's office to keep the policies in force.

- (199) Employees may be granted a personal business leave of absence without pay in cases of exceptional need such as: settlement of an estate; serious illness or disability of an employee or member of his family; and temporary termination of work which will not adversely affect the operations of the Police Department. All such personal business leaves of absence shall be subject to whatever documentary evidence the Police Chief and Personnel Director may require and shall be granted for periods not longer than 90 days unless extensions are approved at the discretion of the Police Chief and Personnel Director.

Table 19. Allowance for voting, police court time, and jury duty in police and fire agreements, 1972-73

Government activity	All agreements		Voting time		Police court time		Jury duty	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	504	84,979	9	2,010	141	20,617	82	6,515
Firefighters -----								
Police -----	195	41,176	6	730	11	3,318	30	3,242
Police and fire -----	254	33,488	2	30	119	16,003	34	2,023
Sheriffs' deputies -----	11	777	-	-	5	355	5	383
Citywide -----	38	9,221	1	1,250	6	941	10	645
	6	317	-	-	-	-	3	222

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 20. Paid holiday provisions in police and fire agreements by government activity, 1972-73

Number of paid holidays	Total		Firefighters		Police		Police and fire		Sheriffs' deputies		Citywide	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
All agreements -----	504	84,979	195	41,176	254	33,488	11	777	38	9,221	6	317
Total with holiday provisions -----	378	51,973	138	25,878	199	22,560	8	434	27	2,784	6	317
Fewer than 6 days -----	25	4,902	17	605	8	4,297	-	-	-	-	-	-
6 days ¹ -----	22	1,360	9	976	8	162	1	56	4	166	-	-
7 days ² -----	37	1,592	9	375	19	927	2	49	6	192	1	49
8 days ³ -----	52	5,194	20	2,845	21	1,603	5	329	5	391	1	26
9 days ⁴ -----	64	5,164	21	3,255	40	1,769	-	-	-	-	3	140
10 days ⁵ -----	56	4,953	18	1,432	35	3,371	-	-	3	150	-	-
11 days ⁶ -----	77	21,133	27	13,521	46	7,356	-	-	4	256	-	-
12 days ⁷ -----	39	7,140	15	2,801	19	2,937	-	-	4	1,300	1	102
13 days ⁸ -----	5	517	1	50	3	138	-	-	1	329	-	-
14 days -----	1	18	1	18	-	-	-	-	-	-	-	-

¹ 3 agreements have an additional half-holiday; 6 agreements, 2 half-holidays; and 6 agreements, 3 half-holidays.

² 4 agreements have an additional half-holiday; 8 agreements, 2 half-holidays; 13 agreements, 3 half-holidays; and 1 agreement, 4 half-holidays.

³ 6 agreements have an additional half-holiday; 8 agreements, 2 half-holidays; and 4 agreements, 3 half-holidays.

⁴ 4 agreements have an additional half-holiday; 1 agreement, 2 half-holidays; and 2 agreements, 3 half-holidays.

⁵ 3 agreements have an additional half-holiday; 2 agreements, 2 half-holidays; 1 agreement, 3 half-holidays; and 1 agreement, 4 half-holidays.

⁶ 4 agreements have an additional half-holiday; 4 agreements, 2 half-holidays; and 3 agreements, 3 half-holidays.

⁷ 1 agreement has an additional half-holiday; 4 agreements, 2 half-holidays; and 3 agreements, 3 half-holidays.

⁸ 1 agreement has an additional half-holiday.

Table 21. Maximum vacation allowances in police and fire agreements, 1972-73

Provision	Agreements	Employees
All agreements	504	84,979
Reference to vacations	378	53,414
Reference to maximum vacation	367	49,307
Less than 2 weeks	1	54
2 weeks	9	1,344
3 weeks	60	5,249
4 weeks	214	16,156
5 weeks ¹	66	24,501
More than 5 weeks ¹	8	574
Reference to maximum vacation; insufficient detail given	9	1,329
Reference to vacations; no reference to maximum	11	4,107
No reference to vacations	126	31,565

¹ Includes 2 agreements having a maximum vacation allowance of 5½ weeks, 4 of 6 weeks, and 2 of 6½ weeks.

Table 22. Selected payments for time not worked in police and fire agreements, 1972-73

Government activity	All agreements		Sick leave				Personal leave			
	Agreements	Employees	Total		Conversion to other leave or pay					
			Agreements	Employees	Agreements	Employees				
Total	504	84,979	396	50,436	176	19,980	49	6,385		
Firefighters	195	41,176	146	19,493	62	6,856	17	1,113		
Police	254	33,488	205	22,500	91	11,515	28	4,902		
Police and fire	11	777	9	710	5	558	2	67		
Sheriffs' deputies	38	9,221	30	7,416	13	783	2	303		
Citywide	6	317	6	317	5	268	-	-		
					Funeral leave	Military leave	Rest periods			
Total	307	35,232	115	12,041	39	2,437				
Firefighters	118	18,533	41	4,481	3	300				
Police	157	13,323	61	6,838	22	1,581				
Police and fire	8	412	4	345	4	156				
Sheriffs' deputies	19	2,696	8	368	5	103				
Citywide	5	268	1	9	5	297				

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 23. Personal and maternity leave provisions in police and fire agreements, 1972-73

Government activity	All agreements		Leaves of absences			
			Maternity		Personal	
	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total	504	84,979	54	5,237	138	13,854
Firefighters	195	41,176	4	645	51	5,546
Police	254	33,488	31	3,493	76	7,466
Police and fire	11	777	5	405	2	251
Sheriffs' deputies	38	9,221	11	554	7	522
Citywide	6	317	3	140	2	69

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Chapter 7. Pension and Insurance Benefits

Pensions
Benefits at retirement
Health benefit and life insurance plans
Line-of-duty provisions
Disability pay and retirement
Survivors' benefits
Liability protection

Chapter 7. Pension and Insurance Benefits

The physical and emotional pressures inherent in the jobs of protective service personnel and the hazards they must continually face make these workers more concerned with insurance benefits and pensions, perhaps than those in other less demanding occupations. In view of this concern, the prevalence of insurance and pension benefits in collective bargaining agreements, discussed below, will seem surprisingly low. However, as in so many other instances, such benefits antedated collective bargaining and in many cases presently remain outside of the agreement, continuing as unilateral benefits spelled out in statutes, ordinances, personnel policies, etc.

The allowances fall into two categories: traditional benefits—specifically, pension, health, and life insurance—and specialized benefits available to police and firefighters who suffer on-duty injuries. In addition, there are essentially unique provisions such as liability protection for protective service employees.

Pensions

Fifty-two percent of the protective service personnel in the study were covered by provisions referring to pensions. (See table 24). This proportion understates the actual degree to which retirement benefits are available to safety personnel. Retirement benefits are often provided for outside of the negotiated agreement, at times in State-established programs to which local jurisdictions subscribe. For this reason, not all union negotiators choose to refer to these pension arrangements in their collective bargaining agreements. Where pensions are mentioned, it is usually to give the employee organization some leverage in discussions with management or to permit the union to go on record with its position. In some cases the retirement plan was incorporated by a simple statement sufficient to make some pension disputes grievable matters, or at least subject to union inquiry and involvement. The bulk dealt only with pension plan financing, specifically, with the amount of the employer contribution:

- (191) The parties agree to adopt the Michigan Municipal Retirement System plan C-1.

(200) RETIREMENT: The City shall pay in full the employee contribution to the Wisconsin Retirement Fund for the duration of this contract which at the time of execution amounts to a contribution of seven and one-half percent (7½%) of the initial Seven Thousand Eight Hundred Dollars (\$7,800.00) and eight percent (8%) of the balance of Seven Thousand Eight Hundred Dollars (\$7,800.00) based upon the employee's annual salary as set forth in this agreement. All such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of participating employees. These payments of contributions made by the City shall be available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating employees, it being understood that such payments made by the City shall not be considered municipality contributions. The City will also continue to make the same contribution to the Fire Pension Fund (Section 62.13 (9), Wisconsin Statutes), for those employees presently under that plan.

The City shall also pay all employees under the retirement provisions of Wisconsin Statutes 62.13 an additional three and one-half percent (3½%) of their normal gross wages for the classification held in order that said employees shall receive total compensation and fringe benefits approximately equal to those employees under Wisconsin Statutes 66.90.

In one contract, a recently enacted retirement plan was adopted and financed in part through the assistance of employees. An agreement was made to exchange half-pay for accumulated sick leave, which normally would have been awarded to the employee upon retirement. Or, had a person died while still employed, the amount would have been applied toward his estate:

(201) The retirement program established by the California Legislature in 1968 for members of the California Highway Patrol shall be adopted for City of Burbank for all safety employees . . . The safety personnel agree to exchange for this new retirement plan, when the plan becomes effective, one-half pay for accumulated sick leave on retirement or death . . .

In a few instances, provision was made for early retirement, requiring the employee to reach a given age and achieve a minimum length of service; other agreements only specified a minimum length of service. Among these early retirement provisions, one stipulated a mandatory

retirement age of 60, well below what is normally found in industry. This is probably linked to the intense physical and emotional demands placed upon those engaged in safety occupations. The infrequent reference to early retirement, again, is attributable to the inclusion of such provisions in the retirement plan rather than the broad pension provision within the body of the contract:

- (202) The City agrees to continue to participate in the Maine State Retirement System.

The City shall provide a pension option to employees covered by this agreement . . . whereby an employee covered by this agreement may retire at one-half salary, regardless of age, after 20 years as a police officer and having completed 20 years in the Maine State Retirement System, which benefit shall be based on the annual rate of salary being paid such individual at point of retirement, or the gross amount earned in the immediately preceding 12 months, whichever is greater. All adjustments to retirement allowances under this option shall be through the Retirement Allowance Adjustment Fund only.

- (203) Effective July 1, 1967, the City adopted a pension plan for employees, being Option B-1, and agrees to maintain said plan during the life of this agreement, provided that effective July 1, 1976, an employee who has 25 years of service with the City and who has attained the age of 55 years, may at his option, retire with full pension. Effective July 1, 1976, any employee who attains the age of 60 years shall retire on a mandatory basis.

Once negotiated, a pension plan is not unalterable. Pension plans, even though well-conceived initially may nevertheless require modification in response to trends in retiree needs, changes in economic conditions, and new pension plan features. One agreement, for example, stipulated that the contract would be reopened to modify a plan after actuarial studies were made to determine the costs of several new features:

- (41) . . . The Town and union shall make a joint request of the Pension Committee to appropriate the necessary funds forthwith to finance an actuarial study on the following items:

1. Cost of changing base from existing average of prior 48 months to the highest 12 months.
2. Cost of retirement after 20 years at 50% of salary.
3. Cost of including an escalator clause granting 50% increase of negotiated salaries.
4. Cost of Town paying insurance premiums for all retirees.

Upon receiving the above information, the Town and the union shall commence negotiations on pensions, it being understood that if any changes are negotiated, such changes will occur no sooner than April 1, 1974.

Benefits at retirement

As discussed previously, accumulated sick leave may be converted into a number of uses, among them a cash

payment, or a provision of time off immediately before or after retirement. In other instances, contracts provided "terminal leave" or "retirement bonuses." In all three arrangements, the concept is essentially the same: namely, the provision of an extra payment, equivalent to severance pay, to retiring safety personnel as an attempt to help them over the initial financial problems that they might encounter in their transition from an active work life. As a rule, the provisions stipulated the amount of pay or time that the retiring employee would receive and how the pay would be calculated. Some limited allowances to personnel who had already reached minimum length-of-service requirements.

In the case of sick leave conversion, payments were made from funds originally established for use in case of illness or recovery from an accident during the retiree's working life. Thus, there was a transfer of already allocated but unused funds. Ordinarily the conversion did not exchange sick leave for retirement pay on a one-to-one ratio, but provided fewer days for retirement than were available in the employee's accumulated sick leave account:⁹

- (172) Retiring employees shall be entitled to terminal leave pay consisting of one quarter day's pay for each day of accumulated and unused sick leave, at the then current salary rate of the retiring employee, all of such rates of pay to be determined at the regular straight time rate. Payment of such terminal leave pay will be made by the City within 30 days after the date of retirement of such employee. In the event of the death of an employee prior to retirement, the widow or estate of such employee shall be entitled to receive such terminal leave pay as would have been due to such employee had he retired at the date of death.

Terminal leave or retirement bonus payments usually were graduated arrangements related largely to length of service, but occasionally graduation could be linked to months of work during the last year of employment:

- (135) Firemen shall be granted terminal leave with pay preceding their effective date of retirement as follows:

- (a) After twenty years of service - one month terminal leave.
- (b) After thirty years of service - two months terminal leave.

Effective June 1, 1975:

After twenty years of service - two months terminal leave.

Employees may elect to receive lump sum payment after the effective date of retirement for such terminal leave to which he may be entitled provided the State Retirement System shall not consider such payment to be compensation for the computation of retirement benefits.

⁹ For a more complete discussion of sick leave conversion, see p. above.

- (204) Employees who, after five (5) years of service with the City, terminate their employment voluntarily or have reached the mandatory age of retirement shall be entitled to terminal pay at the rate of one and one-quarter (1½) days for each full calendar month that they shall have been employed during the fiscal year in which they terminate their employment.

Some bonus arrangements provided for an additional sum, obtained from converting unused sick leave:

- (205) An employee who retires, having completed the requirements for age and service will receive an appreciation bonus equal to two months' salary. Up to one additional month's bonus pay can be obtained by converting unused, accrued sick leave over the conversion level on a two-for-one basis and sick leave below the conversion level at the rate of three-for-one but in either instance not to exceed one month's salary.

One graduated bonus plan also provided the pensioner with a departing gift—a wrist watch or, optionally, his service revolver:

- (206) All employees who have ten or more years of service and are eligible to retire with a pension, shall receive upon retirement, a wrist watch valued at an amount not to exceed \$50.00, including the cost of engraving, of his service revolver.

Employees who have reached age 55 will be eligible for retirement bonus under the following schedule upon retirement:

<i>Years of Service</i>	<i>Bonus Payment</i>
20	\$100
21	\$120
22	\$140
23	\$160
24	\$180
25	\$200
26	\$225
27	\$250
28	\$275
29	\$300
30	\$325
31	\$350
32	\$375
33	\$400
34	\$425
35	\$450
36	\$500
37	\$550
38	\$600 Maximum

A unique retirement gift was offered in one agreement—access to city recreational boating facilities:

- (34) Upon retirement, each former full-time employee shall receive a regular permit for himself and his immediate family and be afforded the opportunity to rent a boat dock space in accordance with the City Ordinance governing same at the time.

Health benefit and life insurance plans

References to health benefit plans were found in more than four-fifths of the agreements studied. (See table 24.) Ordinarily these plans cover hospital, surgical, medical, and major medical costs, but in recent years new features have been added which include payment of dental, optical, and drug bills. Plans are most often noncontributory, although in some cases protective personnel paid some plan costs. As a rule, dependents were covered, and a few contracts extended benefits to retired police and firefighters.

With few exceptions, clauses focused on financing and plan coverage and gave no details of specific benefits:

- (207) The City shall pay all of the premium of hospitalization and surgical group insurance for employees and their immediate families.

- (208) The City will for the period July 1, 1972 to June 30, 1975, pay to one of the hereinafter designated insurers, up to a maximum of \$16.00 per month for each full time employee in this unit who is eligible for, and a subscriber to, hospital and medical benefits provided by (1) Hospital Service of California under Agreement No. 7719 with City; or (2) Kaiser Foundation Health Plan, Inc. under agreement with City, Group No. 887; or (3) any agreements substituted therefore by City for the individual subscriber's coverage in such plans.

- (209) Group hospital, surgical, major medical and outpatient and diagnostic coverage shall be provided for employees. The City will pay the premiums for employee's coverage up to the dollar amount listed below. Family Coverage will be available to those employees desiring it and being eligible for such coverage. The City shall pay toward the family or single plan up to \$17.16 per biweekly pay period (\$446.16 per year).

Agreements also referred to increases in benefits or broadening of eligibility, for example, to retired persons:

- (210) *Prescription Drugs.* Effective January 1, 1970, the employer agrees to pay into the Northwest Employees Benefit Trust Fund the sum of \$4.90 per month for each employee who was compensated for eighty (80) hours or more in the preceding month.

Dental. Effective January 1, 1971, the employer agrees to pay into the Northwest Teamster Dental Trust Fund the sum of ten dollars and sixty cents (\$10.60) per month for each regular employee who was compensated for eighty (80) hours or more in the preceding month.

- (211) *Vision.* Effective January 1, 1972, based on December 1971 employment, the City of Mount Vernon agrees to pay into the Western Vision Services the sum of \$4.10 per month for each eligible employee who was compensated for eighty (80) hours or more in the preceding month.

The City shall pay the cost and provide the same hospital and medical insurance, Blue Cross-Blue Shield, for the retired employee as is provided for the active member.

However, coverage shall be only for the retired employee and not cover dependents and shall not apply if the retired employee is gainfully employed.

The retired employee may retain dependents by reimbursing the City for that portion of the premium.

Over half of the agreements studied contained life insurance coverage for protective service personnel. (See table 24.) As noted earlier in regard to other employee benefits, the actual prevalence is understated. Life insurance can be part of a negotiated benefit package which is not further detailed in the agreement. It also can be provided by the employer without being made part of the contract.

Life insurance programs, like health benefit plans, were largely noncontributory. Any reference in the agreement usually pertains to the particular level of insurance and the required employer or employee contributions. The amount of insurance may be graduated relative to salary, or it may be uniform:

(212) Employees will be entitled to subscribe to or continue to participate in the life insurance program provided by the City in accordance with the policy. Coverage under the policy shall be related to the employee's total annual salary rounded out to the next thousand dollars. (Example: monthly salary - \$600 - annual salary - \$7,200 means employee would have \$8,000 straight insurance. Currently, the employee receives an additional 25% of coverage in such a case).

The City will pay up to \$.58 per month per thousand for the initial Ten Thousand Dollars worth of life insurance. Costs for insurance premiums in excess of the above stated amount shall be borne by the City to the extent that such premium costs exceed \$.40 per thousand per month.

(213) Commencing April 1, 1972, the City shall pay the term life insurance premium for the individual coverage currently available and provided by Security Life of Denver on the following basis:

1. Employee's income under \$5,000	
Basic Insurance Available	\$2,000
2. Employee's income \$5,000 to \$7,499	
Supplemental plus Basic Insurance Available	\$7,000
3. Employee's income \$7,500 to \$9,499	
Supplemental plus Basic Insurance Available	\$9,500
4. Employee's income \$9,500 - Up	
Supplemental plus Basic Insurance Available	\$12,000

(214) The City shall provide group life insurance for each member of the bargaining unit. The specific carrier to be used and the coverage to be afforded shall be subject to mutual agreement between the City and P.B.A.; provided that the annual premium cost to the City shall not exceed \$38,000. The City shall own the policy but all dividends accumulated currently and in the future shall be used to purchase additional insurance at the direction of the P.B.A.

(81) If the firefighters are unable to purchase a group life insurance policy through their organization, the Department shall take whatever steps are necessary to provide a \$5,000 group life insurance policy for unit employees, the full premium to be paid by the individual subscribing firefighter.

Line-of-duty provisions

A small number of agreements (32) guaranteed that police and firefighters injured in the line of duty would have hospitalization and related medical expenses paid in full by their employers. (See table 25.) Again, the practice probably is more common than would be indicated by the data, since States, counties, and cities are likely to pay hospital and medical bills for line-of-duty injuries as a matter of legislation or policy.

As a rule, clauses, provided only for hospitalization, but payment of medical, optical, and dental expenses was included in some contracts, as well as the cost of drugs and medical apparatus. Damage suits subsequently brought by injured police officers or firefighters could eventually return public expenditures made earlier. Other provisions covered hypertension and heart disease on the grounds that these illnesses were directly related to the hazards and stress of public safety occupations. In one contract, the government paid for inoculations of employees exposed to contagious diseases, providing for their families as well:

(215) The Town shall pay the hospital, medical and drug expense for each employee who is injured or disabled in the performance of duty, provided that he reports such injury or disability to his superior officer as soon as he becomes aware that such injury or disability was suffered in the line of duty and, further provided that he reports same within one (1) year of the date of the injury or disability, and further provided that he establishes, through proper evidence and witnesses, that such injury or disability was suffered in the performance of his duty.

Notwithstanding any provision to the contrary, any condition of impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee shall be presumed to have been suffered in the performance of his duties.

(216) During such injury leave the Town shall pay the hospital, medical and drug expenses in excess of reimbursement made to the employee by workmen's compensation, liability insurance or other payments for each employee who is injured or disabled in the performance of duty, provided that he reports such injury or disability to the First Selectman within 10 days of the injury from the date the injury is determined.

Any condition of impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee shall be presumed to have been suffered in the performance of his duties.

- (217) Whenever an employee shall be wholly or partially incapacitated, by reason of injuries or sickness contracted in the performance of his duties, the Town shall pay the . . . medical, surgical, dental, optical expenses, and also for treatment, attendance, nurses, hospital expenses, medicine, or crutches and apparatus for such period as is necessary . . .
- In the event of an employee's prosecution to enforce a claim against a third party for such injuries or damages sustained while on duty, such employee shall reimburse the Town for all such payments made by the Town . . . less apportioned attorney's fees incurred. Provided, however, that the amount of such reimbursement shall not exceed the gross recovery of settlement received by the employee from the third party. It is understood, however, that the payments made by the insurance carrier in accordance with the coverage for which the employee has paid premiums shall not be considered a third party.
- Subject to approval by the Chief of the Department, the Town agrees to pay all expenses of inoculation or immunization shots for members of an employee's family residing in his household when such becomes necessary as a result of said employee's exposure to contagious diseases in the line of duty.
- Disability pay and retirement**
- In two-fifths of the agreements studied, specific reference was made to provision of pay for safety personnel convalescing from an injury incurred on duty. (See table 25.)
- As a rule, those contracts having disability pay provisions supplemented the benefits under basic workers' compensation. They provided, for example, full pay rather than the partial pay provided under workers' compensation. In some instances, they required this differential to be financed by government funds; in others, charges were made against sick leave or vacation accumulations; alternatively, sick leave could be used to extend the period of benefits. Thus safety personnel received coverage for a period of up to 1 year, after which a determination was made to return the employee to full duty, light duty, or retirement on disability pension:
- (218) An employee who shall become disabled in the line of duty or is unable to work because of illness incident to his police duty shall receive full pay for the duration of such illness or disability or until he or she becomes eligible for retirement, whichever comes first.
- (219) The City provides insurance coverage for all employees through the State Compensation Board for injuries and illnesses arising out of and in the course of employment with the City of Eugene. When an employee . . . take time off from work as a result of such injury or illness, he shall receive compensation as scheduled by the State Compensation Board. Additional payment by the City of an amount equal to the difference in payments received from the State and the employee's regular salary may be authorized by the Fire Chief for a period not to exceed six months. In exceptional circumstances, use of accrued sick leave for payments beyond the six months may be approved by the City Manager. Medical progress reports may be required prior to approval of such payments.
- (220) Each employee who is injured or disabled in the performance of his duties, shall be entitled to injury leave with full pay, provided however, that any payments received by the employee by way of Workman's Compensation shall be turned over in full by said employee to the City. Time lost because of injury leave shall not be deducted from his accumulated sick leave. No such employee shall be removed from the payroll until the Board of Public Safety and the Board of Apportionment and Taxation have reviewed his case and have expressly ordered such removal . . .
- (221) Employees injured on the job in the performance of their assigned duties will be covered by the Workmen's Compensation Plan and their time off will not be chargeable to either their accumulated sick leave or their vacation time. The City shall pay the police officer injured in the performance of their assigned duties, the difference between compensation pay and the sum they would have received in their regular pay.
- (222) . . . An employee injured on the job and eligible for Workmen's Compensation shall, in addition to Workmen's Compensation benefits, receive the difference between the Workmen's Compensation benefits and his City salary and all fringe benefits (except prorated food and clothing allowance) as of the date of injury (excluding overtime) commencing the first actual day on which he is unable to work following the day of injury and continuing until the 365th day following such injury . . .
- About 11 percent of the 504 agreements specifically referred to disability retirement for employees injured on the job. (See table 26.) Some called for a special disability pension; others provided an allowance until the employee became eligible for regular retirement:
- (223) . . . If the employee reaches the point of maximum recovery but is unable to return to work, the employee shall continue to receive the difference between the established wage of the injured employee and the insurance contribution until he qualifies for and receives a disability pension under the Wisconsin Retirement Fund.
- (224) Any employee who is injured or disabled in the performance of his duties, and who reaches the point of maximum recovery but is unable to perform his assigned duties, shall be assigned to whatever Fire Department work he is able to perform, and his salary for such new assignment shall be no less than which he would be receiving if he had continued to perform his regularly assigned duties. If no such Fire Department work is available which such an employee is able to perform, he shall be retired on service connected disability pension in accordance with the applicable provisions of the pension or retirement system under which he is covered.
- (225) We are in accord that provisions of the Personnel Rules governing injury leave be amended as follows and urge favorable action by the Town Council:

In the event of permanent total disability or death resulting from injury or accident on the job, the employee or his wife shall receive for one year supplemental payments so that the sum of social security, workmen's compensation, and such payments equal his last annual salary.

In the event of permanent total disability resulting from injury or accident on the job, the employee, after one year, shall receive supplemental payments so that the sum of social security and said payments annually shall equal 75% of his last annual salary, but not to exceed \$7,500, until such time as he reaches normal retirement age, at which time such sum shall be 50% of his last annual salary, but not to exceed \$5,000.

(25) Long term disability:

Seventy percent of base salary up to a maximum of \$1,000 per month; provided, that if the basic amount of monthly benefit together with other income benefits, as defined in the insurance policy, would exceed seventy percent of the basic salary, the amount of monthly benefit payable shall be reduced to an amount which together with other income benefits would equal seventy percent of the base salary. Starts on the first day of the twenty-seventh consecutive week of disability and runs to the end of the period of disability, or until the end of the month in which the employee attains the age of 65, whichever comes first.

Survivors' benefits

Retirement benefit plans often have a survivor's feature which provides that upon the death of active or retired employees, the surviving wife and children, or the estate, are to receive the full or partial benefit that the employee would have enjoyed. In a few agreements, the financial obligation to the surviving family of the deceased employee is spelled out:

- (192) If an employee dies in the line of duty during his City employment, the City shall pay 60% of the employee's final average salary to his widow until her death or remarriage; or, in absence of a widow, to a dependent child or children until the youngest attains age 21; or, in absence of spouse or children, to the employee's dependent parents for life. "Dependency" shall mean that the deceased shall have contributed 50% or more of the support of such parent during the three years preceding his death.

The agreements primarily contained a number of obligations to the employee or his estate, as spelled out in 14 percent of the contracts. (See table 25.) Customarily, the surviving family received unused compensation for time off (holidays, vacations, etc.) in addition to severance pay ordinarily payable to the employee upon separation or retirement. In one agreement, the employer provided funeral and burial expenses as well:

- (43) . . . If an employee . . . dies prior to such anniversary date . . . , his designated beneficiary, shall receive a pro-

rate share (as of the date of retirement or death) of the vacation pay for which he would have qualified as of the following anniversary date.

- (224) Notwithstanding any other provisions of law a member shall be entitled to be paid, in cash, at the time of his retirement pursuant to the provisions of the Civil Service Law of the State of New York for the monetary value of the unused vacation time and unused holiday time standing to the credit of such member at the time of his retirement and in the case of death in service of any member, such payment shall be made to his beneficiary.

- (22) FUNERAL AND BURIAL EXPENSES. The City agrees to defray all funeral and burial expenses of any employee of the Police Department killed in the line of duty up to a maximum of \$2,500.00 and, in addition, the City shall pay to the widow or heirs of such deceased employee, his accumulated severance pay.

Liability protection

In the course of their employment, police and fire-fighters may take action under the pressure of an emergency which in their professional judgment is right and expedient, but which may result in legal action against the government employer and/or the individual police or fire officer involved. In 15 percent of the agreements, the employee was given some form of liability protection. (See table 25.)

In some instances, it takes the form of an insurance policy purchased from an insurer; in others it is an employer assumption of the obligation to protect employees while carrying out their duties.

Most frequently, collective bargaining agreements obligate the government to buy false arrest insurance. Normally the agreement stipulates the maximum amount of money available for such settlements or the amount of premium that the employer has to pay to insure each employee:

- (225) False arrest and imprisonment insurance protection in the amount of \$200,000 shall continue to be provided and paid for by the City.

- (11) During the term of this agreement the Township agrees to contribute the entire premium for police professional liability insurance in the amount of \$250,000 per individual, \$500,000 maximum per incident and \$750,000 aggregate.

Any liability clause presented to the township will be presented to the Police Advisory Committee for review.

In the absence of insurance, the employer might pay any damages and absorb all legal costs that otherwise the safety employee would have to pay out of pocket:

- (32) In the event any action for damages is brought against an employee hereunder individually, and the City is not made a party to any such action, and if the employee hereunder is found liable and a judgment for damages is rendered against him, the City obligates itself to pay such damages and counsel fees for the employee

providing the employee's liability results from action of employee arising out of and in the course of his employee hereunder, and further providing that such judgment against the employee does not result from the wanton or willful action of the employee.

- (226) Unless insurance coverage is otherwise provided, the employer agrees to save harmless and indemnify any police officer in an amount not to exceed \$10,000, if such police officer shall be obligated to pay damages for personal injury or property damage where the officer is charged with negligence, assault, false arrest or false imprisonment and the acts or conduct upon which such charges are founded arise out of and during the course of his employment with the employer. The employer will defend any suit against the police officer alleging such charges and seeking damages even if any of the allegations are groundless, false or fraudulent, but the em-

ployer may make such investigations and settlement of any claim or suit as it deems expedient.

A case might arise where the officer is falsely accused in a civilian complaint. Here police or fire personnel may suffer unjustly, especially if the accusation receives widespread attention in the newspapers and on television. One agreement permits the employee to bring court action against his accusers:

- (129) Police officers shall have the right, upon notification to the Police Commission, to bring civil suit against any person or group of persons, including heads or members of business, social, or educational organizations for damages suffered, either pecuniary or otherwise, or for abridgment of their civil rights on account of their performance of official duties . . .

Table 24. Life insurance, health benefit plans, and pension provisions in police and fire agreements, 1972-73

Government activity	All agreements		Life insurance		Health benefit plans		Pension plans	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	504	84,979	273	49,133	414	66,747	263	41,914
Firefighters -----	195	41,176	103	21,833	161	28,954	94	22,116
Police -----	254	33,488	141	20,851	209	31,058	138	17,730
Police and fire -----	11	777	5	162	7	207	5	369
Sheriffs' deputies -----	38	9,221	20	6,098	32	6,313	21	1,484
Citywide -----	6	317	4	189	5	215	5	215

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 25. Line-of-duty benefit provisions and liability protection in police and fire agreements, 1972-73

Government activity	All agreements		Line-of-duty benefit provisions								Liability protection	
			Hospitalization and medical expenses		Disability pay		Disability retirement		Survivor's benefits			
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	504	84,979	32	5,486	204	19,951	55	13,195	72	23,099	74	8,928
Firefighters -----	195	41,176	19	3,873	81	8,045	24	5,725	33	15,186	9	713
Police -----	254	33,488	13	2,013	102	10,114	29	7,330	34	7,641	58	7,690
Police and fire -----	11	777	-	-	6	389	-	-	2	39	-	-
Sheriffs' deputies -----	38	9,221	-	-	10	1,188	2	140	2	131	6	505
Citywide -----	6	317	-	-	5	215	-	-	1	102	1	20

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Chapter 8. Personnel Policies

- Probationary periods
- Selection of work assignments
- Trading shifts
- Manning
- Police and fire reserves
- Layoff and recall
- Training
- Education
- Promotions

Chapter 8. Personnel Policies

Probationary periods

As a general rule, a newly hired employee must undergo a probationary period before becoming a regular, full-time police officer or firefighter. During this period, the employee is on trial and may be dismissed without the protections in the contract which normally apply to regular employees. Slightly over one-third of the agreements, however, contained provisions which in some respects governed probationary periods. (See table 26.) In most, the length of the trial period was set forth, and was usually 6 to 12 months. The relationship of the union to the probationary police and firefighter was also covered. The employee organization could, for example, represent the employee in all respects except for discharge. In some instances, the employer's freedom to terminate a probationer was circumscribed. Requirements could include notice in writing indicating the reasons for separation, and a meeting with the employee representative. At times, the separation could also be grieved:

(188) All new permanent, full-time employees shall be probationary employees during the first twelve (12) months of their employment. During the probationary period, the new employee shall have no seniority status and will not be represented by the bargaining unit. At the conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date and he will be represented by the Fraternal Order of Police.

(a) The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitude and capabilities of becoming a permanent, full-time employee, and a probationary employee may be terminated for any reason at the discretion of the City during such period and shall be notified of such reason in writing at the time of his termination.

(199) When a new employee is hired in the unit, he shall be considered as a probationary employee for the first 18 months of his continuous, regular, full-time employment. The Lodge shall represent probationary employees for all purposes including but not limited to rates of pay, wages, hours of employment, discipline, layoff, grievance, arbitration and trial board procedures; provided, however, after 12 months continuous, regular, full-time employment the employee may not be dismissed

without written notice setting forth the specific reasons for dismissal and if the Lodge believes that said termination is unjustified, a special meeting may be called to review the action. If the employer and the Lodge reach an agreement, the matter will be considered resolved at such meeting. If the parties are unable to agree, proceedings shall be commenced in accordance with the provisions of this contract. An employee is presumed to have terminated his probationary period and obtained full-time patrolman status at the end of 12 months unless the employer notifies him to the contrary after which the employer is allowed one 6-month extension of probationary period.

Selection of work assignments

Less than 10 percent of the agreements studied permitted employees to select work assignments. This was usually accomplished on the basis of seniority. (See table 26.) The right to choose a shift assignment was qualified by the interest of departmental effectiveness. Thus, police and firefighters could be transferred from preferred shifts during emergencies:

(131) . . . changes in duty assignments . . . shall be by seniority . . . Duty assignment changes will be allowed only if in the judgement of the City such changes do not detract from the effectiveness of departmental operations.

(69) Assignments will be made in accordance with length of service. The senior men shall pick the shift they desire in accordance with seniority, except as follows:

(a) Chief of Police, during the times of emergency, may change an officer's shift, but only during the time of such emergency. Such emergency is defined as shortage of manpower due to illness, vacations, holidays, special events, police school, disaster emergencies, or departmental meetings.

(b) The Chief of Police may, for investigative purposes, assign men out of shift, regardless of seniority.

Trading shifts

The long duty hours of public safety personnel—particularly firefighters—may interfere with an employee's desire to take time off to accomplish some personal business that can only be done during duty hours; to attend classes given only during hours when

the employee is assigned to duty; or, possibly, to extend a holiday or vacation period. If the employee has personal leave days, he may apply them to take time off. But if leave has been exhausted, he must resort to other means. Among safety personnel, this could involve the practice of trading shifts. In this instance, an employee on one shift assumes the job of another employee on a different shift, who in turn will take over for him when he is away. This exchange assures that there is no shortage of personnel on either shift.

Eighteen percent of the agreements studied contained provisions governing the trading of shifts, about 70 percent of them covering firefighters. (See table 26.) The clauses established rules governing the trading of shifts, implying that the informal practice of trading occasionally involved difficulties which should be avoided. Provisions varied in complexity and covered such matters as the following: to approve trades, the number of substitutions permitted during various time periods, the qualifications of employees involved in substitutions, repayment of trades, and record keeping:

(227) The Chief or officer in charge may grant the request of any two employees of the Fire Department to exchange days off.

(79) Members of the Fire Department shall be permitted to make in-grade exchanges of time of one duty day or less with the approval of the immediate supervisor and District Chief or Assistant Division Head. Exchange of time for more than one duty day or between members of different rank or grade may be permitted with prior approval of the Deputy Chief or Division Head, so long as each party is qualified to perform the official duties of the other.

(228) 1. Consistent with the reasonable operational requirements of the Fire Department to maintain public health and safety; it shall be the policy of the Fire Chief to permit employees to trade 24-hour shifts or a portion thereof as follows:

a. Four (4) shift trades per year that involve an employee's working two consecutive shifts, provided that not more than one(1) forthy-eight(48) hour back-to-back period will be worked within a twelve (12) day cycle. (The twelve (12) day cycle to begin with the first day of a four (4) day off period.)

b. Two (2) single shift trades per month that do not result in two consecutive duty shifts (back-to-back) for an employee. Provided, however, that employees may trade portions of shifts of not less than three (3) hours in hourly increments as limited in paragraph 2.b below, so long as the total hours to be traded under this subparagraph shall not exceed forty-eight (48) hours per month.

2. Trades shall be permitted subject to the following terms and conditions:

a. Trades shall be limited to being made between regular employees of the Sacramento Fire Department of the same rank and ability.

b. No more than two (2) trades in increments of less than twenty-four (24) hours under subparagraph 1.b

above, which may be used for educational purposes only and must be paid back in the same time period as taken, shall be taken or paid back between the hours of 0800 and 1500 in any one month.

c. An employee may not add more than the maximum number of shift trades allowed in any one month (6 trades) to any one continuous vacation period.

d. Employees shall request trades of their Fire Captain no later than seventy-two (72) hours before commencement thereof, except in cases of emergency, and shall indicate the name of the employee being traded with.

e. All trades shall be fully repaid on or before the end of one year of date of initiation; except, however, that such repayment may be waived at the time the trade is initiated up to one shift per year provided the party to whom time is owed waives repayment in writing approved as to form by the City and agrees to indemnify, defend and hold the City and its agents harmless against claims, liability and suits incident to such replacement and waiver.

f. In the event a replacement employee fails to report for duty as arranged and authorized hereunder, and neither he nor the employee he was to have replaced were on duty, then the City shall not be obligated to pay said replacement for such time.

g. The union will indemnify the City against claims which may arise as the result of proper administration of this policy.

3. Fire Captains in the respective companies where trades are to be and have been effected shall supervise and be responsible for assuring full compliance with these provisions. They shall submit to their Battalion Chief for approval such requests as these are approved by them. They shall maintain and have available for review on a current basis a record showing the number, hours, dates and name of employee(s) traded with, or trades taken and trades paid back for each member of his company; and shall prepare and submit a report reflecting this information to their Battalion Chief, with a copy to the Fire Chief, on a monthly basis.

Manning

The determination of the number of employees necessary to operate a unit, such as a police or fire station, or a piece of equipment, such as a patrol car or a hook and ladder truck, was stipulated in only 11 percent of the contracts, which covered 21 percent of the employees in the study. (See table 26.)

The low prevalence of such stipulations can be explained primarily by the fact that manning involves the basic issue of management rights—that is, whether such decisions are made unilaterally or bilaterally. It also relates to budgetary problems recently experienced by a number of government jurisdictions, worsened by inflationary pressures, which have resulted in a call for improved productivity—that is, doing more with fewer people. The issue is also concerned with job security, or

the protection of police and firefighters from loss of employment.

Negotiated clauses in, varying degrees, take into account the issues surrounding manpower determinations. In simplest form, the agreement may establish minimum manpower requirements; this practice in effect accepts that such determinations are a bilateral concern. At times manpower requirements may be set forth as part of a safety code for employees as demonstrated in the second illustration:

(229) (A). The minimum manpower of the Fire Department shall be as follows:

Four (4) Battalion Chiefs
One (1) Superintendent of Apparatus
One (1) Superintendent of Fire Alarms
Five (5) Captains (4 Line and 1 Administrative)
One (1) Assistant Superintendent of Apparatus
One (1) Assistant Superintendent of Fire Alarms
One (1) Fire Inspector
Six (6) Lieutenants
One (1) Fire Equipment Mechanic
Eighty (80) Fire Fighters (including thirty-four (34) Pumper Engineers of which four (4) will be Ladder Truck Drivers, and including (16) *1 Hose Wagon Drivers.)

(153) Section 1. Safety Code

a. Felony Car

1. A two-man car, known as the felony car, will be assigned on the road patrol twenty-four hours per day.
2. The felony car will be dispatched to all reports of felonies in progress, fights, disorderly or drunk persons, and burglar or holdup alarms.

b. Two-man Calls

1. At least two men will be dispatched to all reports of felonies in progress, fights, disorderly or drunk persons, suspicious persons, and burglar or holdup alarms.

c. Two-man Cars

1. A second two-man car will be assigned on the road patrol under the following conditions:
 - a. Between the hours of 3:00 P.M. and Midnight.
 - b. Whenever a total of ten or more uniformed police officers are on duty at 8:00 P.M.
2. Between the hours of Midnight and 6:00 A.M., all cars assigned to the road will be two-man cars, except the Traffic Bureau and the 7 P.M. to 3:00 A.M. shift. If there is an odd number of men on duty for the road patrol, then one road patrol officer will patrol alone.

d. Prisoner

1. At least two policemen will be assigned to transport prisoners. This function may be assigned to the felony car.
2. No more than three prisoners will be transported by police patrol car at one time.

Manpower requirements may be revised under given circumstances, provided the employee organization is afforded the right to bargain over such matters. If the number of employees falls below a stated level, overtime or transfers may be authorized:

(157) Section 1. The scheduled manpower for each Fire-fighting Company for each working shift shall be:

Engine 1—5 men including one officer
Engine 2—6 men including one officer
Engine 4—5 men including one officer
Engine 5—5 men including one officer
Engine 6—5 men including one officer
Engine 7—5 men including one officer
Engine 8—5 men including one officer
Engine 9—5 men including one officer
Engine 10—6 men including one officer
Engine 11—5 men including one officer
Truck 1—8 men including one officer and including 2 men assigned to the Emergency Truck
Truck 2—6 men including one officer
Truck 3—6 men including one officer

Section 2. The City reserves the right, acting through its Board of Fire Commissioners and Board of Aldermen, to establish either higher or lower company manpower requirements as changing conditions may require. However, if during the term of this agreement, the City wishes to lower the said Company manpower requirement, prescribed by this article, it may do so only after notification, consultation and negotiation (per the requirements of the Municipal Employees Relations Act) with the union.

Section 3. The City agrees that the minimum manpower strength for each Firefighting Company on each working shift shall be maintained at not less than one below the schedule in Section 1 hereof or any modification of such schedule resulting from action under Section 2 hereof.

Section 4. No temporary assignments shall be permitted which would require the employee so assigned to accept a temporary change in working shift. A temporary assignment shall be defined as any assignment of a duration of two (2) weeks or less.

Section 4(a). In the event that manpower shall for any reason fall below the minimum manpower strength as provided in Section 3 hereof, for each company on each shift, such shortage shall be filled by overtime work in accordance with Article XVIII hereof or by a temporary assignment from one Engine House to another on the same working shift or from one company to another within the same Fire House on the same working shift. All such temporary assignments shall be based on the following:

- (1) Such assignments shall be distributed among the firefighting companies on the working shift as equitably as possible.
- (2) Such assignments shall be made for the rank or classification, i.e. firefighter or officer, held by the man last reporting off-duty, which brings the firefighting company below minimum strength.

- (3) The employee with the least seniority in the appropriate classification and who is on duty in the firefighting company from which such assignment is to be made should be the employee so assigned.

Police and fire reserves

In some jurisdictions, particularly small and medium-sized communities, regular protective forces are supplemented by reserve firefighters or police. Agreements contained provisions regulating the employment of reserve forces since they may have a downward impact on benefits and tend to keep the size of the bargaining unit smaller than it might be otherwise. However, such provisions were found in only 15 agreements in the study. The provisions granted preference to regular personnel in such areas as the assignment of overtime and regulation of conditions governing the employment of reserves:

(230) All overtime as herein provided shall be offered to regular police officers first, provided if the regular officers are not available, then such work opportunities may be offered to reserve police officers.

(18) Police reserve officers shall work with a command officer except in cases of an emergency declared by the Chief of Police or the Deputy Chief.

Police reserve officers shall not be used as additional manpower except in an emergency or on special occasions as defined by the Safety Commission.

Police reserve officers shall not be permitted to wear the same uniform or similar in color, to regular officers' uniforms.

(231) Reserve officers working on a voluntary basis and without pay, shall be designated as reserve police officers. They shall not be utilized for the purpose of precluding the necessity of employing more police officers, nor may they be used for the specific purpose of denying regular police officers overtime work.

They may be used for sporting events, fairs, control of race track traffic and other similar such occasions. They shall be permitted to ride in police vehicles for training purposes, but may not do so on a regular basis to eliminate the need of using a regular police officer.

During times of emergency caused by riot, civil disturbance, weather and other similar emergencies, they shall be used as deemed necessary by the City Manager or Police Chief, in accordance with Article XXV.

Among these rare provisions were several in which the union represented the reserves as well as the regular employees. As a result, negotiated wage rates and other special provisions for these workers were included:

(232) The following provisions, and only those provisions, shall apply to the relief police officers of the City of Norwich: . . .

Each relief police officer covered by this contract shall as of July 1, 1971 receive as wages or salary for the fiscal year 1971-1972, the sum of \$24.70 for each eight hours worked.

The City shall provide and pay for a Six Thousand Dollar (\$6,000) Term Life Insurance Policy.

Each relief officer who works a minimum of Two Hundred (200) hours annually, shall receive a Seventy-five Dollar (\$75.00) uniform allowance.

Workmen's Compensation shall be paid in accordance with the provisions of Article 11, Paragraph (b) of the contract.

Relief officers shall be compensated for court appearances at their regular hourly rate with a minimum of two (2) hours.

The City shall supply each relief police officer with a weapon when he is on duty.

The only articles of this agreement which shall apply to relief police officers are Articles 1 (Recognition), 2 (Copies of Contract), 13 (Local 324 Activity Protected) and 16 (Savings Clause). The remaining articles of the contract between the City of Norwich and the Local 324 shall not apply to relief police officers.

Layoff and recall

The growing financial plight of cities has, in some instances, resulted in reductions of municipal activities with corresponding layoffs of public employees. Cutbacks in employment often affect employees of other government departments before reductions are made in the number of protective service personnel. Police and firefighters, however, have not been exempted from layoffs.

In general, civil service regulations in most cities provide for reduction-in-force procedures. Perhaps for this reason, references to layoffs were relatively infrequent, appearing in less than one-third of the agreements. (See table 27.)

Provisions were found more frequently in police agreements than in fire agreements; they also appeared in nearly one-half of the sheriffs' department agreements and in five of the six citywide agreements. These were mostly from small jurisdictions covering few workers.

A number of the provisions merely referred to existing regulations. However, many were more detailed and dealt with the issuance of advance notice, the order of layoffs, and participation by the employee organization in the procedure:

(227) Reductions in the work force in the bargaining unit shall be accomplished in compliance with the provisions of the Act of May 31, 1933, P.L. 1108, Section 11, 53 P.S. Section 39871.

(233) All employees will be laid off in line of seniority and rehired in reverse order. No new employee will be hired by the City as long as there are employees laid

- off who have seniority and can pass physical examination by City physician. The union shall be notified in advance of any anticipated layoff to allow them to work closely with the City and/or Department to correctly align the determining conditions of the layoff. If workers are to be laid off, a fourteen (14) day notice shall be given of the date when their services shall no longer be required.
- (80) In the event it becomes necessary to reduce the firefighting force, departmental seniority shall govern layoffs and recalls. The employee lowest on the seniority list shall be the first laid off and the last to be recalled.
- Perhaps as important to the employees as the order of layoff are reemployment rights, found in more than four-fifths of the agreements containing reduction-in-force provisions. (See table 28.) Clauses usually provided that the order of recall, like layoff, would be based on seniority, with the last employee laid off being the first recalled:
- (112) Employees laid off according to Article XII will be eligible for rehire into positions of the same classification according to seniority with King County. That is, the employee laid off last will be the first rehired.
- To protect length-of-service credits of laid-off employees, one city provided that time spent on layoff would be considered to be leave without pay for the purpose of computing employee benefits:
- (234) Any employee who is laid off due to a reduction in force and thereafter, within a period of two years, reinstated to County service, shall, to the extent possible for purposes of all rights and benefits, be deemed to have been on leave without pay.
- Once recalled, workers were generally expected to report to work within a specified time or forfeit the right to their jobs:
- (235) When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered to have quit.
- ### Training
- Police and fire personnel undergo in-service training programs, which are designed to improve their professional skills and to prepare them for promotional opportunities. Sixteen percent of the agreements contained provisions dealing with aspects of such job-related training. (See table 28.) These clauses stipulated the type of training—in-house or at an educational institution—the number of hours of required training, pay guarantees for class attendance, and travel expenses:
- (107) The Police Department Educational Incentive Program, devised and approved by the Police Education Committee August, 1970, shall be modified to require that (1) any officer below the rank of Captain must attend and complete fifteen (15) hours of City prescribed in-house and in-service training, exclusive of State-mandated training, within a program year in order to maintain current status in the Educational Incentive Program. The requirement to successfully complete three (3) college credits per program year shall be required in addition to the in-house training requirement; and (2) any officer in the rank of Captain and above who possesses an Advanced P.O.S.T. Certificate shall be required (a) to complete up to sixty (60) hours of direct involvement and participation in in-house or in-service training or police reserve training either as a student, teacher, or a researcher; the formulation and/or execution of mutual police programs such as mutual aid programming, training, surveys, planning and research; in-depth analytical studies of subjects of departmental concern; and independent activities in the area of community relations which shall include, but not be limited to speeches, oral presentations, public appearances, service club and civic organization program involvement and participation; and (b) to complete a course of instruction in Trade and Vocational Teacher Training, subject to the course being offered by El Camino College or another accredited college or university.
- (127) Attendance at training schools or programs ordered by the Chief of Police or Captain shall be with pay and all expenses of such attendance shall be paid by the City. Voluntary attendance at training schools or programs not ordered by the Chief of Police or Captain shall be at the officer's individual expense without pay.
- A number of agreements included requirements that new employees participate in State-operated training programs. Usually, a time limit was set within which attendance was required.
- (204) All employees hired after the effective date of this contract will be sent at City expense to the Connecticut State Fire School for a course in basic fire fighting, within one (1) year of their hiring date.
- All men who attend fire school shall be permitted to attend the entire course of instruction without interruption.
- Reflecting concern in recent years about the extra hazards during riots, training for emergency situations was specifically required in some agreements:
- (236) The department shall as part of its regular training program incorporate instruction in the performance of its duties of firefighting during riot or civil disturbance conditions to the end that any riot or civil disturbance may result in as little damage to life and property as possible.
- ### Education
- A number of jurisdictions have begun or are continuing programs to upgrade the educational level

of their protective service personnel. College graduates are being actively recruited and the requirement that the candidate possess a high school diploma, although cited in only a few agreements, is almost universal:

- (237) In addition to any requirements imposed by law, firefighter appointees shall possess a high school diploma or its equivalent.

Seventeen percent of the agreements provided for educational incentive pay as one method of encouraging employees to receive additional training by taking professionally related courses. (See table 29.) In this respect, clauses were much like those in agreements covering teachers in that they provided pay differentials in accordance with the number of courses taken or degrees held. Most provisions granted the additional pay after attaining a job-related degree:

- (189) Any regular officer enrolled under the provisions of Section A, and attaining a Degree in Police Science or other related courses approved by the Board of Police Commissioners will be paid \$300.00 annually for an Associates Degree and \$600.00 annually for a Bachelors Degree.

In one agreement, the parties established an incentive program requiring continuing participation if extra payments were to continue:

- (30) County agrees to continue in force during the term of this agreement, the educational incentive compensation program for law enforcement personnel of the Sheriff's Department. This program includes the following features: a minimum of \$25.00 per month for each eligible officer completing the specified minimum educational requirements during the specified calendar period with the extra compensation to continue no more than twelve months after the period during which the education was received. Extra compensation will be continued only if the minimum training continues during each qualifying period.

Certain agreements awarded increases in grade and pay for employees who had completed additional schooling:

- (238) Each patrolman shall be classified in one of the following classifications:

Patrolman	3 - Regular patrolmen
Patrolman	2 - Patrolmen who have received a Certificate from the University of Maine in the Law Enforcement Program.
Patrolman	1 - Patrolmen who have earned an Associate Degree in Law Enforcement.
Patrolman	2 - In addition to the wages provided for Patrolmen 3, they shall receive an amount equal to 2% of the wages provided for Patrolmen 3.

- Patrolman 1 - In addition to the wages provided for Patrolmen 3, they shall receive an amount equal to 5% of the wages provided for Patrolmen 3.

Tuition aid for employees attending school was a benefit found in 14 percent of the agreements. (See table 28.) Some agreements specified achievement of a passing grade or better as a condition for reimbursement:

- (239) The employer in desiring to promote a greater efficiency among members of the Department, agrees to continue for the term of this agreement the policy presently in effect relative to books and tuition for those officers desiring to further their education by enrolling in police-oriented and degree-granting courses at an approved institution.

- (240) Officers, who of their own initiative and on their own time, enroll in police oriented courses, approved by the Superintendent of Police, shall, upon receiving credit for such course, and who shall have maintained an average grading of "C" or better, be reimbursed for the cost of books and tuition required for the course, and such officers shall receive additional compensation in wages at the rate of one dollar (\$1.00) per month for each hour of credit so acquired.

Leaves of absence for educational purposes were included in nearly 11 percent of the agreements. (See table 28.) These leaves were paid, unpaid, or were left as an option of the employer. The usual limit on such leave could be waived upon application:

- (241) A full time permanent employee may be given educational leave with full or partial pay for the purpose of taking courses directly related to his work as determined by the appropriate department director and the Director of Personnel. Requests for such leave must be approved in advance by the Personnel Board and the County Executive and they may not exceed a total of twenty (20) days or one-hundred sixty (160) hours in any one calendar year.

- (242) Leaves of absence for periods not to exceed two (2) years will be granted, in writing, without pay and without loss of seniority for . . . educational leave granted to increase the employee's ability to perform his job with the City. Such leave may be extended for like cause.

Employees shall accrue seniority while on any leave of absence granted by the provisions of this agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

- (243) A leave of absence with or without pay may be obtained as an educational leave subject to the approval of the Police Commissioner and written approval of the City Manager if such is for the purpose of acquiring educational training which will increase the efficiency and usefulness of the employee to the Police Department.

In some jurisdictions, the employer agreed to pay incidental expenses incurred as a result of attending school:

- (244) All employees, upon application and approval by the City Manager, shall be reimbursed for all necessary expenses incurred while attending schools of instruction, institutes, conventions of an educational nature on matters related to the art and science of their particular employment with the City.
- (245) Mileage reimbursement shall be based on 10 cents a mile in excess of eight miles per round trip, using the most direct feasible route, from place of residence to the education facility where the approved, scheduled class is being conducted. The City may, at its option, provide the use of a City vehicle for transportation to an approved class in lieu of mileage reimbursement.

Promotions

Adequate opportunity for career advancement is as important a concern for public safety employees as it is for those employed in other occupations, both government and nongovernment. Decisions to promote police and firefighters traditionally have been made according to government rules and regulations. But because of their members' concern, employee organizations have worked toward winning a voice, however limited, in promotions. Agreement provisions focused on two aspects: temporary service out of rank or temporary promotions; and traditional promotion procedures which usually involve competitive tests, development of a list of eligibles, and final selection.

Temporary service out-of-rank. A temporary promotion provides the employee with an opportunity to gain experience at a higher level job, to have his abilities tested, and to be observed while on the job. Such experience tends to give the police or firefighter a competitive advantage over other candidates. The employer benefits from the formation of a reserve of experienced employees who are eligible to immediately assume permanent vacancies when they become available.

Approximately one-third of the agreements covering two-fifths of the employees in the study provided some regulation of temporary service out-of-rank; these most frequently concerned the amount of pay that an employee would receive while detailed to a higher classification. (See table 29.) In some instances, higher pay was not provided unless a detail extended beyond a given number of days:

- (45) A firefighter required to assume charge of a shift shall be paid \$10.00 additional for each day so assigned.
- (118) A member of the Department who is temporarily assigned to perform duties of a higher grade or rank shall be paid at the wage scale of the higher rank for every day so employed, commencing with the first full

day of such employment, provided, however, that this section shall not apply to any temporary assignment which is less than 30 days in duration, and is made for the purpose of replacing an officer absent because of sickness, injury, vacation, personal leave or similar reason.

- (246) Any time a fire fighter is required to act in a position higher in pay than his present rate for more than a total of fifteen (15) days in any calendar year, he will be compensated at the current rate of that higher position for all time over fifteen (15) days worked in that higher position.

One provision protected employees from loss of pay if detailed to a lower paying job:

- (247) If an employee is temporarily assigned to perform work at a lower rated job classification, his rate of pay shall not be changed. Such temporary assignments of work shall be made at the discretion of [the city].

Assignment of personnel to temporary service out of rank, perhaps because of the implications it has for permanent promotion, has resulted in the negotiation of special selection procedures into some of the contracts. For example, seniority and qualifications of employees had to be taken into account, or selection might first be confined to the unit in which the vacancy occurs (again with seniority and qualifications as factors), or the selection had to come from an already established list of eligibles:

- (124) Temporary assignments for the purpose of filling vacancies of employees who are absent will be granted to the senior qualified employee for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

- (229) For each full working day on which an employee acts in a higher capacity, such employee shall receive the minimum pay rate of the classification in which he serves in such acting capacity. All vacancies which are covered by having employees act in a higher capacity shall be filled from the same platoon on which such vacancies occur. All acting assignments shall be offered in the order of their seniority to employees who are qualified to perform the work of the position which is being filled through this assignment, and who are in the classification immediately below the classification in which the acting assignment is to be performed . . .

- (144) A private working and performing the duties of a lieutenant (assigned as acting lieutenant) shall be paid at the lowest rate of pay established for lieutenant.

If it is anticipated that a private performing the duties of a lieutenant will exceed 5 days and a Civil Service list is established, the private whose name is within the top 3 of the said list for appointment as lieutenant may be assigned.

Promotion procedures

References to promotion procedures were made in more than one-third of the agreements studied. (See

table 29.) These ranged from short statements acknowledging that promotions were covered by laws or rules specially designed for such matters, to lengthy provisions describing various steps of the procedure from bidding through final selection among candidates.

About one-third of the promotion procedures referred to bidding for jobs in police or fire departments. (See table 30.) As a rule, bidding provisions required the employer to post a vacancy announcement for a designated period, which necessarily had to include a job description and the pay level. In addition, it could stipulate the requirements candidates had to meet. Failure to follow the provision's rules could result in a grievance against the employer, which, if won by the employee, might dictate a back-pay award:

(148) . . . Job vacancies will be posted for a period of 7 calendar days, setting forth the minimum requirement for the position in a conspicuous place in the Police Department. Employees interested shall apply within 7 calendar day posting period.

(248) . . . A notice of said opening shall be posted on the bulletin board at least 10 days prior to filling said opening. Said posted notice shall contain the prerequisites for the job and said prerequisites shall be consistent with the requirements of the job classification. Each interested employee shall sign the posted notice and they will then be considered . . .

On completion of the 10 day posting, the position will be filled within 2 days.

Failure to comply with posting procedures without a valid reason will be subject to the grievance procedure and the employer will be liable for back pay to the promoted employee from the date of the job opening.

Criteria for selection

Since selection procedures are often defined and administered by a civil service commission or equivalent agency, not all of the 184 promotion provisions included criteria for selection of one particular candidate for promotion. Where means of selection were found, however, the largest clusters of these provisions involved competitive examinations and weight given to seniority. (See table 30.)

Competitive examinations were written, oral, a combination of the two, or were "assembled." The term "assembled" refers to an assortment of records which are collected (e.g., education, experience) to provide a basis for a rating or ranking. Those police or firefighters meeting all qualifications were placed upon a list of eligibles, and were often ranked in order of overall point scores. Selecting officials generally then chose from among the highest ranked. Some provisions expressed a preference for promotion from within the existing force, but did not necessarily preclude hiring from the outside.

(194) Those applicants who satisfactorily pass the written examination shall be interviewed by the Oral Examining Board. The Oral Examining Board may ask any question designed to reveal whether the applicant is capable of satisfactorily performing the duties of the position for which he has made application. The factors the Oral Examining Board shall consider in rating the employee shall be the ability to perform the job, special qualifications, experience and training in the area of the job requirements, his relevant formal education and his work history.

(249) . . . Promotional tests shall consist of a written and oral examination, the scores from which will be averaged . . .

The oral examination board shall consist of the Personnel Committee and two individuals from a panel of names certified from the State of Wisconsin Bureau of Personnel as experts in the field of law enforcement. No members of this board shall be connected with the departments in any way including special deputies . . .

Written examination shall consist of questions submitted by the Captain of the division where the position exists that is being examined for. Questions for written examination for the position of Captain shall be submitted by the Chief Deputy. Also, such examinations shall pertain to the position being examined for and be conducted by the Dane County Personnel Officer.

(171) In accordance with the provisions . . . of the Ordinances of the City of Bangor . . . promotions from the lower to the higher grades shall be made by the head of the department, subject to the approval of the City Manager, and each selection shall be made from the eligibility list of 3 names furnished by the Civil Service Commission, based upon competitive records of efficiency, seniority, and fitness for the position, or upon competitive promotion tests to be furnished every 6 months, or more often if the City Manager requests. The eligibility list shall be composed of those standing highest as in the case of other competitive tests on certification by the Commission. Preference in making promotions shall be given to regular, uniformed personnel of the Bangor Fire Department, but appointments to a vacancy from outside the Department are not precluded.

(172) All promotions in the Police Department shall be made from within the ranks of the paid members of the Police Department, and shall be made by competitive examinations administered by the appropriate Civil Service Board, and the regulations of the Civil Service Board shall be established and copies made available to all members of the Police Department indicating the basis upon which eligibility is to be determined.

To be eligible for promotion, employees were at times required to spend a given length of time in the next lower rank so as to gain necessary experience: (See table 30.)

(65) The employer shall take the necessary steps to request the Civil Service Commission to establish 2 years of service as a patrolman as a minimum requirement for promotion to sergeant.

(218) . . . Aspirants will become eligible to take examinations for Sergeant after 3 years from date of regular appointment, or 2 years of service in Grade A. No Sergeant shall

be deemed qualified to take the examination for Lieutenant until he has served 2 years as a Sergeant. No Lieutenant shall be deemed eligible to take the examination for Captaincy until he has served 2 years as a Lieutenant

Beyond minimum time-in-grade requirements, seniority could also be a factor in attaining a promotion. As a rule, length of service was one of several matters considered in promotion. In some situations the weight accorded to seniority was vague, but in most others seniority governed if other factors were equal:¹⁰

(13) All promotions shall be by examination. There shall be a written and an oral test. Seniority shall also be a factor. Employees shall take the promotional examination on a voluntary basis.

(250) . . . In recognition, however, of the responsibility of management for the efficient operation of the department, it is understood and agreed that in all cases of:

1. Promotions and transfers
2. Increase or decrease in forces including layoffs, the following factors as listed below shall be considered. However, only where factors (a) and (b) and (c) are relatively equal shall continuous service be the determining factor.
 - (a) Ability to perform the work
 - (b) Physical fitness
 - (c) Past performance
 - (d) Continuous service

(251) In all cases of promotion within a seniority unit, the following factors listed below shall be considered:

- (1) Seniority
- (2) Ability
- (3) Physical fitness

However, only where factors (2) and (3) are relatively equal, shall seniority be the determining factor.

The employer could be required to state in writing his reasons for denying the promotion to the most senior police officer or firefighter. An employee denied a promotion could avail himself of the grievance procedure:

(252) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four week trial period to determine his ability to perform the job and his desire to remain on the job. In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's steward; in the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(253) Promotion of employees covered by this agreement to classifications within the bargaining unit shall be based on seniority and ability. Whenever seniority and ability of the employees being considered are reasonably equal, seniority shall prevail. Any employee who feels aggrieved in this matter of promotions shall have recourse through the grievance procedure.

(254) . . . Any employee interested in such vacancy may sign the job posting. Selection of an employee to fill the job vacancy shall be based on qualifications and seniority. When the qualifications of two or more bidding employees are relatively equal, seniority shall prevail. Any dispute regarding the qualifications of an employee under this section shall be subject to the grievance procedure.

A performance rating is a formal evaluation of how well an employee is doing his job. Usually given by his immediate supervisor, the evaluation may be made annually, or in some cases, may be given only when the employee applies for a promotion. The rating may constitute one part of the employee's total competitive examination, or is considered in conjunction with other criteria by the promotion board:

(158) Examinations shall consist of the following:

Written examination administered by the Personnel Director and an oral examination administered by an impartial group of examiners. In addition, an employee performance evaluation of each competitor will be made by the Chief of Police and the competitor's division head, unit head, or supervisor. Said evaluation shall not be used in the promotion's test scoring procedure below but shall be kept as a part of the Personnel Brochure of the competitor

Because the performance rating is a significant element in promotion, agreement clauses explicitly provide safeguards against abuse. Fairness and impartiality are emphasized, and the evaluation is presented in writing to the employee for inspection; an employee's performance ranking is disclosed prior to administration of the examination, perhaps as an attempt to allow for challenges and corrections:

(255) . . . The evaluation of an applicant's performance of duties accounts for the remaining 15% of the total 100% possible score. This evaluation is made by the Chief of Police and is based on past evaluation of performance records plus initiative, ability to effectively complete assignments, ability to effectively communicate police information both orally and through the medium of police record systems, ability to confront and deal effectively with the public in all relationships, ability to lead and supervise others and the ability to get along with fellow officers. This portion of the examination is one of the most important areas of the entire process and must be carefully administered. It must be unbiased and must be based on the fair, impartial judgement of the Chief of Police, supported with written personnel records, officers' complaints and similarly documented facts.

(256) Promotion to all ranks above patrolman shall be made on a competitive basis as prescribed by the Town Charter and ordinances and regulations of the Police

¹⁰ In competitive examinations, seniority may be given less weight than other factors.

Department; provided, however, that the various criteria specified therein shall be weighed as follows:

Seniority	30%
Written Examination	45%
Service Record ..	10%
Chief's Evaluation	<u>15%</u>
Total	100%

With reference to the Chief's evaluation, said evaluation shall be made on the "Employee Service Report" form which shall be read and certified to by the employee by affixing his signature thereon and then filed along with the seniority and service record criteria with the Town Manager not later than forty-eight (48) hours prior to the commencement of the written examination.

(257) . . . The applicant must attain at least seventy per cent (70%) score on the written portion of the application test to be eligible for promotion. The employee's performance rating shall be scored by the Police Captain and lieutenants in patrol division. The result of this rating shall be given by personal letter to the applicant. This will be done at least seven (7) calendar days before the written examination is given.

An applicant's final score will be determined by the weighted factors of the areas tested as follows:

- (a) Written-50%
- (b) Performance Rating-40%
- (c) Seniority-10% calculated as follows: One-half (½) percentage point for each full year of seniority not to exceed twenty (20) years or ten (10) percentage points, as of deadline date for application for promotion.

Table 26. Probationary periods, work assignment provisions, and manning in police and fire agreements, 1972-73

Government activity	All agreements		Probationary period		Selection of work assignments		Trading shifts		Manning	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	504	84,979	172	15,772	48	6,453	91	13,703	53	17,856
Firefighters -----	195	41,176	64	6,864	5	761	64	9,576	35	16,159
Police -----	254	33,488	84	7,374	37	5,519	27	4,127	18	1,697
Police and fire -----	11	777	7	428	2	62	-	-	-	-
Sheriffs' deputies -----	38	9,221	16	1,322	3	62	-	-	-	-
Citywide -----	6	317	3	84	1	49	-	-	-	-

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 27. Reduction-in-force provisions in police and fire agreements, 1972-73

Government activity	All agreements		Reference to reduction-in-force		Reference to recall	
	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	504	84,979	159	12,728	132	10,671
Firefighters -----	195	41,176	50	3,795	39	2,641
Police -----	254	33,488	80	7,039	66	6,216
Police and fire -----	11	777	6	214	6	214
Sheriffs' deputies -----	38	9,221	18	1,372	16	1,292
Citywide -----	6	317	5	308	5	308

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 28. Training and education provisions in police and fire agreements, 1972-73

Government activity	All agreements		Job-related training		Tuition aid		Education incentive pay		Educational leave of absence			
									Total	Paid	Unpaid	Total
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total -----	504	84,979	81	17,249	72	9,159	87	10,724	54	9,876	13	3,429
Firefighters -----	195	41,176	30	14,030	30	4,464	24	2,703	14	2,869	7	633
Police -----	254	33,488	45	9,030	39	4,635	56	6,176	29	5,604	4	1,000
Police and fire -----	11	777	3	67	2	54	-	-	-	-	-	3
Sheriffs' deputies -----	38	9,221	2	133	1	6	7	1,846	12	4,266	2	1,736
Citywide -----	6	317	-	-	-	-	-	-	-	-	-	-

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 29. Temporary service out of rank and promotion procedures in police and fire agreements, 1972-73

Government activity	All agreements		Temporary service out of rank		Promotion procedures			
	Agreements	Employees	Agreements	Employees	Reference		With bidding system	
					Agreements	Employees	Agreements	Employees
Total	504	84,979	167	36,956	184	22,721	61	7,369
Firefighters	195	41,176	90	25,469	67	11,102	19	5,053
Police	254	44,488	62	9,736	88	8,465	26	1,534
Police and fire	11	777	6	206	5	190	2	49
Sheriffs' deputies	38	9,221	6	1,368	19	2,656	10	445
Citywide	6	317	3	177	5	308	4	268

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 30. Promotion criteria in police and fire agreements, 1972-73

Government activity	Reference to promotion		Time in grade		Examination		Performance rating		Seniority	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total	104	22,721	20	1,189	92	10,540	21	2,453	89	9,976
Firefighters	67	11,102	3	219	36	4,076	5	498	25	5,649
Police	88	8,465	17	970	49	4,453	16	1,960	44	3,547
Police and fire	5	190	-	-	-	-	-	-	5	190
Sheriffs' deputies	19	2,656	-	-	6	1,091	-	-	11	531
Citywide	5	308	-	-	1	20	-	-	4	268

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Chapter 9. Grievances, Arbitration, and Discipline

Scope of the grievance procedure
Official time
Grievance steps
Arbitration
Arbitration costs
Time limits
Disciplinary procedures
No-strike provisions

Chapter 9. Grievance, Arbitration, and Discipline

Negotiated grievance procedures are designed to resolve complaints through a series of appeals steps normally ending in arbitration. Such procedures are aimed at swift resolution of complaints; that is, at the earliest possible step in the procedure. Over three-quarters of the agreements studied, covering over four-fifths of the employees in the study, referred to grievance procedures. Proportionately more firefighter than police agreements contained such provisions.¹¹ (See table 31.)

Scope of the grievance procedure

Of the 389 agreements specifying grievance procedures, three-quarters, covering four-fifths of the employees, defined its scope (Table 31,) which in most instances was limited to complaints involving interpretation of contract provisions:

Grievance definition	Agreements	Employees
Total	294	57,933
Interpretation and application of the contract	216	44,334
Any and all complaints	78	13,599

General complaints of protective service employees not covered by a contract provision had no avenue for resolution under the prevalent definition; only rarely was it extended to include any other matter, such as the equipment furnished to employees:

- (258) Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this agreement, there shall be a definite effort on the part of the parties to settle such promptly through the following steps....
- (259) The purpose of the following grievance procedure shall be to settle, as quickly as possible, disputes concerning the interpretation, application and enforcement of the express provisions of this agreement.
- (260) For the purpose of this agreement the term "grievance" shall mean the difference or dispute between any policeman and the Borough, or a superior officer in the chain of command, with respect to the interpretation, application, claim or breach, or violation of any of the provisions of this agreement, or with respect to any equipment furnished by the Borough.

Broadly defined grievances, on the other hand, permitted most complaints to be brought up on appeal. If given a wide application, any and all grievances could rise through the formal procedure; even those concerned with laws, rules, and regulations that were not part of the agreement, but which nevertheless had an impact on employer-employee relations. Particular kinds of complaints might be specified as examples of matters covered by the procedures, such as discrimination and safety and health:

- (261) A grievance, for the purposes of this article, shall be defined as any controversy, complaint, misunderstanding or dispute arising between an employee or employees and the City, or between the Brotherhood and the City.
- (262) The union or an employee may present a grievance to the City with respect to any issue or dispute concerning the interpretation or application of a Resolution, Ordinance, Rules and/or Regulations governing employment relations or any other dispute concerning the reasonableness of a decision of the City with respect to wage, hours or conditions of employment.
- (263) Should any employee or group of employees feel aggrieved concerning his or their wages, hours or conditions of employment, which wages, hours and conditions are controlled by this contract, or which are provided for in any Statute, Charter Provision, Ordinance, Rule, Regulation or policy which is not in conflict with this contract, or concerning any matter or condition arising out of the employee-employer relationship, including any claim of unjust discrimination and any matter affecting his or their health and safety, adjustment shall be sought as follows . . .

But even a broadly written provision may limit the scope of the procedure to some degree by excluding regulations of a Civil Service Commission or policy decisions of a legislative body:

- (264) A grievance is a wrong, real or fancied, considered by an employee or group of employees as grounds for complaint, pertaining to employment conditions other than those covered by the General Rules and Regulations

¹¹ For a full discussion of grievance and arbitration provisions, see "Grievance and Arbitration Procedures in State and Local Agreements" (Bull. 1833, Bureau of Labor Statistics, 1975). Police and fire agreements were included in this study as well.

of the Civil Service Commission of the City of Yakima for Fire Department employees.

- (73) . . . Complaints, disputes or controversies of any kind, which arise between one or more employees and the Town or its agents concerning the working conditions, hours of work, wages, or rates of pay referred to in this contract or which are provided for by any Statute, Charter Provision, Ordinance, Rule, Regulation or Policy, which is not in conflict with this contract. No action by any Town Meeting shall be subject to this grievance procedure.

Official time

Twenty percent of the agreements with negotiated procedures expressly granted employees time off without loss of pay to investigate a grievance and prepare the case for processing (See table 31.) Provisions permitting the grievance to be processed during regular working hours without loss of pay to the employee or his representative were found in almost half of the negotiated grievance procedures. Most provisions required notification to the employer or his prior approval:

- (265) The three (3) members of the union grievance committee shall be granted leave from duty with full pay for all meetings between the City and union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.
- (266) If an employee desires the assistance of a representative of the Association in the processing of a grievance, the City agrees to permit one Association representative reasonable time off during his regular work hours, without loss of compensation or other benefits for this purpose. The grievant and/or the authorized Association representative shall obtain the approval of his immediate supervisor or other authorized departmental supervisor before leaving his duty or work station or assignment for the purpose of processing a grievance.
- (267) Grievance committee members may investigate and process grievances during working hours without loss of pay.

Grievance steps

Attempts to resolve grievances by informal discussion between the grievant and his immediate supervisor were found in almost all of the grievance procedures:

- (268) Should any controversy arise between the parties, the employee shall first discuss the matter with his immediate supervisor in an effort to resolve the dispute . . . Should this fail, he shall then be entitled to request the union's intervention on his behalf.

If not resolved, the grievance was forwarded for consideration to the union; this represents the first formal step in the grievance procedure. The union then

generally had to decide whether to take further action upon the complaint. In some instances, this decision was made by the union's grievance committee:

- (269) Any employee having a grievance shall discuss the matter with the Grievance Committee. If, after investigation, the Committee finds the grievance to be justified, it shall be put in writing and be taken up at once with the Fire Chief or his designated representative.

In most cases, this decision was not specifically referred to and the clauses were written as if the union processed all grievances. However, the implication remains that a dispute is reviewed as to its merits early in the procedure. At this juncture, the issue is reduced to writing and signed by the grievant; that is, it enters the formal part of the procedure:

- (270) Grievances shall be reduced to writing on appropriate forms and shall be signed by the grievant. The committee-man shall meet with the Chief with respect to any such grievance not later than the day following the signing of the grievance . . .

- (271) The employee alone or with one union representative shall orally contact his captain or inspector within 10 days after he knew or should have known of the cause of such grievance . . . The employee's supervisor shall, within 5 working days, orally inform the employee of his decision.

If the grievance is not settled at the first step, the employee and the union within 5 working days after the oral decision of the supervisor shall prepare a written grievance to the Police Chief. A grievant shall specify in writing which section of the contract he believes has been violated, set forth the specific facts relating to the alleged violation and specify the remedy he is requesting . . .

The formal steps consist of a number of appeals to supervisors in the employee's chain of command or other management personnel. The number of such steps in the procedure varied widely. In smaller communities, the grievance could reach the attention of the city manager or the mayor while in larger jurisdictions the dispute was seldom taken beyond the police or fire department's chief. In some cases the final decision on the grievance was made by management with no further appeal by the employee. Mediation was provided for in 33 of the agreements as a method of helping the parties reach agreement. (See table 32.) Often governed by statute, mediation bordered closely on factfinding in that recommendations were made to the parties. If mediation failed, normally the grievance proceeded to arbitration:

- (272) If the decision of the committee is not satisfactory and a settlement cannot be negotiated, mediation may be the next step of the grievance procedure, if requested or agreed upon by both parties as provided by State Statutes . . .

(255) In the event that the decision of the Town Manager . . . is not acceptable to the union, the union may within 10 days file a request with the Maine State Board of Arbitration and Conciliation for the assignment of a representative for the purpose of mediation and conciliation in the dispute. The parties agree to participate in such proceedings in good faith.

If within 10 days after the recommendations of the mediator or conciliator are due, the parties have still failed to reach an agreement, either party may, by written notice to the other, request arbitration.

(273) If the Guild wishes to appeal the decision of the City Manager, such grievance may be submitted for mediation. Either party may submit a general grievance within 5 working days after the previous grievance steps have been exhausted. When a grievance is referred to mediation, the grievance committee shall select a mediator by a majority decision within 5 days from the time the first attempt is made to select him. If the committee cannot arrive at a majority decision, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a panel of 5 mediators from which the parties may select a mediator. The representatives of the Guild and the City shall alternately eliminate the name of one person from the list until only one name remains. The person whose name was not eliminated shall be the mediator.

It shall be the function of the mediator to hold a hearing at which the parties may submit their cases to him. The mediator shall offer his recommendations on the interpretation and application of the provisions of the agreement within 30 days after such hearing.

Arbitration

Unresolved disputes were submitted to arbitration for resolution in three-quarters of the agreements with grievance procedures. (See table 32.) The decision of the arbitrator was final and binding in the vast majority of the provisions. Only 6 percent of the contracts provided for advisory arbitration, permitting management to retain authority for making a final determination:

(236) The findings of the Arbitration Board shall be final and binding on all parties concerned.

(274) The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be entirely advisory in nature and shall in no way be binding or legally effective upon any of the parties hereto.

Agreements provided for either a single arbitrator or for a board of arbitration. Single arbitrators, if selected, were usually chosen by mutual agreement. The parties, if unable to agree, in most cases requested that the American Arbitration Association or a similar organization provide a list from which they could make a satisfactory selection. Arbitration boards are generally made up of three arbitrators. Management and the employee organization make one appointment each, while the third party is neutral and is selected

by the other two. If the two parties cannot agree on the third, the provision may state that an outside agency might make the selection:

(148) . . . In the event they cannot agree on an arbitrator within 5 days from the meeting called for that purpose, then an arbitrator shall be selected by the American Arbitration Association in accordance with their rules and procedures.

(275) If the city and the union cannot agree upon an arbitrator or arbitrators they shall, under the direction of the Chairman of the Minnesota Public Employment Relations Board, alternately strike names from a list of 5 arbitrators selected by said Board until only one name remains which arbitrator shall make his decision . . . and it shall be binding upon the parties . . .

(133) An employee may appeal from the decision of the Administrator or the representative of the Administrator within fifteen (15) days after notice of such decision . . .

Members of the Grievance Board shall be appointed as follows:

1. One to be appointed by City of Batavia
2. One to be appointed by the Police Association
3. One to be appointed by both parties . . .

The report of the Grievance Board shall be final and binding. . . .

In a few instances, the dispute was submitted to a State arbitration board for a final decision:

(215) If the union is dissatisfied with the decision of the Appeals Board, it may, within ten (10) days thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties.

Most agreements restricted the arbitrators' authority to the subject matter of the grievance, and a few limited his ability to grant back payment awards:

(276) The arbitrator shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any of the terms or provisions of the agreement.

(182) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

Arbitration costs

Three-quarters of the arbitration clauses provided for an allocation of the arbitration costs. (See table 32.) As a rule, labor and management shared the general costs equally. However, other costs which were related to the case of one party were paid by that party:

(62) Costs of the services of the American Arbitration Association, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne equally

by the City and the Association. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Where it will not interfere with the provisions of the City's services, witnesses will be excused without loss of pay; in other cases, witnesses will, upon reasonable notice, be permitted to trade shifts or use annual leave.

Some variety existed in cost provisions. In one agreement, the city paid the entire cost of cases it chose to submit to arbitration, whereas in another, the losing party paid for all costs incurred:

- (38) If a grievance is submitted to an arbitrator by the City Administrator under Step 5, the City shall pay the arbitrator's fee. If a grievance is submitted to an arbitrator by an employee under Step 6, the City and the union shall each pay one-half of the arbitrator's fee.
- (277) The fees and expenses of said arbitrator shall be paid by the party against whom the decision is rendered. All other expenses shall be borne by the party incurring them.

Time limits

Time limits were included in the agreements in an attempt to assure responses by the parties and to resolve grievances as quickly as possible. These covered the initial filing of a grievance, the amount of time management had to reply, or the length of time the union had to appeal:

- (278) The firefighter or firefighters involved and/or the local representative shall meet with the immediate supervisor in an effort to resolve the grievance. If the grievance is not resolved in this meeting, it shall be put in writing and submitted to the Chairman of the Grievance Committee and the Fire Chief. All grievances must be filed in writing within thirty (30) days of the incident about which the grievance is concerned or the date on which the disciplinary action was taken. The Fire Chief will have five (5) working days in which to answer the written grievance.
- (279) Any grievance shall be considered resolved if there is no appeal by the employee within four (4) working days of notification of the decision of the supervisor. Therefore, any step in the grievance procedure may be the last step. Grievances resolved at any step shall not be reversed at the next level of supervision.

Agreements also placed limits on the arbitrator's time to make a decision and file a report:

- (280) There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the union. The arbitrator

shall submit his decision in writing, within thirty (30) days after conclusion of hearings.

Failure by one party to meet the specified time limits in effect resolved the grievance in the other party's favor:

- (246) Failure to process the grievance within the time limits established in the preceding steps presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the Fire Department's representatives to answer the grievance in the time limits established in the preceding steps presumes that the claim made in the grievance is sustained and that the satisfaction requested will be provided.

Disciplinary procedures

Because of the nature of their duties, protective service organizations are sensitive to acts of omission and commission by safety personnel which might adversely affect public perception of police and fire departments. The paramilitary nature of these organizations permits them to respond quickly to events calling for discipline of a police officer or firefighter. But the rights of safety personnel are also involved, and, therefore, the question of discipline has entered collective bargaining agreements.

Forty-four percent of the agreements contained clauses referring to discipline of police and firefighters. (See table 33.) These covered a variety of measures designed to protect employees from arbitrary or summary discipline. For example, clauses defined reasons for discipline (although sometimes vaguely) and at the same time delineated degrees of punishment, called for notification including a specification of charges, and indicated those causes for which notice could be waived and summary action applied:

- (17) Disciplinary action or measures shall include only the following:
A. Oral reprimand
B. Written reprimand
C. Suspension (notice to be given in writing)
D. Discharge (notice to be given in writing)

Disciplinary action may be imposed by the Commission and/or Chief upon any employee failing to fulfill his responsibilities as an employee of the Rumford Police Department

- (281) The employer shall not discharge any employee without just cause. If, in any case, the employer feels there is just cause for suspension, the employee involved will be suspended. The employee and the union will be notified in writing that the employee has been suspended and reasons for suspension and if subject to discharge; that formal charges have been delivered to the Civil Service Commission. This article shall not apply to an employee during the probationary period of employment. Further, that a date of hearing

before the Civil Service Commission has been set and that the employee has been officially notified of such date. The employee may notify the union if he so desires

- (282) The employer shall not discharge or suspend any employee without just cause and shall give at least one warning notice of the complaint against such employee to the employee in writing and a copy of the same to the union, except, that no warning notice need be given to an employee before his discharge if the cause of such discharge is dishonesty, drunkenness or drinking while on duty, recklessness, endangering others while on duty, or the carrying of unauthorized passengers in City-owned vehicles while on duty.

The warning notice as herein provided shall not remain in effect for a period of more than 6 months from date of said warning notice.

In a number of cases, the parties have in effect defined the boundaries of management's authority to determine and administer discipline. Yet, even within these specific limits, there are cases where the facts and their interpretation may generate disputes. Examples include failure to follow reasonable orders of superiors, failure to fulfill responsibilities of the job, or conduct unbecoming an officer:

- (143) Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee . . . If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee, and if corrected, shall not be entered into his permanent personal record. Only such reprimands or other critical statements as are entered in the permanent personnel records shall be used as evidence against an employee in any disciplinary action or hearing. Each employee shall be furnished with a copy of such entries in his permanent personnel records and shall be permitted to respond thereto . . . Disciplinary action or measures shall include only the following:

1. Oral reprimand
2. Written reprimand
3. Suspension (notice to be given in writing)
4. Salary reduction
5. Demotion
6. Discharge

- (283) . . . It is agreed that any policeman may be summarily suspended without pay if said policeman's right to operate a motor vehicle in the State of Maine is suspended or revoked.

The reasons listed below may be grounds for demotion, dismissal, suspension without pay or reprimand:

1. Drinking on the job or arriving to work while under the influence of intoxicating beverages or drugs, bringing same on the job.
2. Failure to follow reasonable orders of your superiors.

3. Being habitually late or tardy.
4. Failure to perform the duties of your position properly.
5. Negligent or willful damage to City property.
6. Conviction of theft or any felony.
7. Violation of the rules regarding City political activities.
8. The seeking of any political office in the City.
9. Conduct unbecoming a policeman.

Acceptance of money or gift by an employee when given under circumstances indicating the hope or expectation of receiving better treatment than that accorded to the public in general is prohibited and may result in immediate dismissal

- (49) Among the rights and responsibilities retained as the sole function of management, but by no means wholly inclusive of them are: the right to suspend, discharge, or in any other way discipline employees for just cause.

"Just cause" shall mean, among other things, but not be limited hereto, inefficiency (including a failure to demonstrate a reasonable competence, to perform the work in a satisfactory manner as determined by management); insubordination; infraction of rules relating to the health and safety of employees or of rules relating to the direction of personnel in the department; the protection of its property; fighting; clashes with the law or acts outside of city premises; providing suspension while charged with a felony until acquittal; for misstatement or material omission in the application for employment; for offensive conduct; accepting bribes in the course of employment; willful failure to pay debts; negligent or willful damage or waste of public property; unexcused absence without being granted leave; intoxication or the use of alcohol or any other narcotic or dangerous drugs in any of the following situations:

- (1) having possession of narcotic drugs or alcoholic liquor in any form, including beer, while on duty, including the partaking of such alcohol or drugs during a scheduled work day while off premises and then returning to work, or
- (2) the reporting for duty under the influence of alcoholic liquor or with any evidence of such on the breath, or while subject to scheduled emergency call when off duty using alcoholic liquor to such an extent as to interfere with ability to handle emergency duty; for improper political activity or engaging in a strike, slowdown, or group stoppage or interruption of work of any kind as defined elsewhere in this agreement; or for any activity which discredits City policy or management; or failure to abide by the terms of this agreement.

Several disciplinary provisions treated the issue as a violation of public trust:

- (58) Troopers of the Division hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the State.

The security of the State depends to a great extent on the manner in which troopers perform their duty.

Their employment is thus in the nature of a public trust....

The wide-ranging powers and duties given to the Division and its troopers involve them in all manner of contacts and relationships with the public. Out of these contacts questions may arise concerning the actions of troopers. These questions require immediate investigation by superior officers designated by the Superintendent....

- (206) It is hereby recognized that police officers have a special duty, by virtue of the position they hold, to be above reproach in their actions both on and off duty. It is further recognized that for these and other reasons, the following may be cause for discharge, reduction, suspension, or demotion . . .

- (1) An officer has been convicted of a felony or of a misdemeanor involving moral turpitude.
- (2) An officer has wilfully, wantonly, unreasonably, unnecessarily, or through culpable negligence been found guilty of brutality or cruelty to an inmate or prisoner of a City institution or to a person in custody, provided the act committed was not necessarily or lawfully done in self-defense, or to protect the lives of others, or to prevent the escape of a person lawfully in custody.
- (3) An officer accepts a gift or favor, free pass or ticket that is not afforded to all members of the Police Department; except this shall not be interpreted to bar officers from receiving small tokens of appreciation at Christmas time.
- (4) An officer has been guilty of any conduct unbecoming an officer of the law, and this conduct reflects unfavorably upon the other members of the Police Department and the City.
- (5) An officer has violated any lawful official regulation or order, or failed to obey any proper direction or order made and given by a superior officer.
- (6) An officer has been under the influence of intoxicants or drugs while on duty; or has a habitual problem of alcoholism.
- (7) An officer has been guilty of insubordination or of disgraceful conduct.
- (8) An officer is offensive in his conduct or language in public, or toward the public, City officers, or employees.
- (9) An officer has become afflicted with any disease or has any physical ailment or defect which in the opinion of the City Doctor and the employee's doctor, makes him unfit for police duty. In the event there is a disagreement between the City's doctor and the employee's doctor, a third doctor's opinion shall be obtained at no additional cost to the City and a majority of the doctors' opinions shall be the determining factor.
- (10) An officer is incompetent or inefficient in the performance of his official duties.

- (11) An officer is careless or negligent with moneys, property or his personal appearance on duty.
- (12) An officer has failed to pay or make reasonable provisions for future payment of all his debts.
- (13) An officer has used or threatened to use, or attempted to use personal or political influence in securing promotion, leave of absence, transfer, change of rate of pay, or character of work.
- (14) An officer has induced, or attempted to induce an officer or other person to commit an unlawful act.
- (15) An officer is guilty of intentionally deceiving a superior officer.
- (16) An officer is habitually late for the start of his shift.
- (17) An officer may be discharged, suspended, reduced in rank for other just causes not specifically enumerated here.

If any party to this agreement feels any of the above regulations have been unjustly administered, he may resort to the provisions of Article IV.

Should a complaint be filed by a member of the community, special procedures to air the grievance might be provided:

- (284) Any complaints from the public shall be in writing and submitted to the Chief of Police, copy of which the Chief of Police shall make available to the officer involved or the union steward within three (3) days of receipt. A hearing shall be held between the Chief, the union steward and/or union representative, and/or the employee concerned, and the person making the complaint at a time and date agreed upon by the parties within five (5) days after receiving the complaint; provided that if no agreement on time and date is reached within such 5 day period, the Chief shall set a time and date within 10 days thereafter.

When allegations are brought against a police officer or firefighter, the disciplinary mechanism begins to operate. In instances where criminal charges are made, an internal investigation is to be conducted to ascertain all relevant facts. Among the provisions in this category were those which put forth a set of rules to govern the conduct of internal investigations:

- (80) . . . In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, and when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event the reassignment of the member of the force should be employed.
2. The interrogation shall take place at a location designated by the investigating officer. Usually it will be at Fire headquarters, Fire stations

- or at the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. The addresses of complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
 4. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
 5. The member of the force shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
 6. The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.
 7. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or a target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the Supreme Court of the United States of the United States.
 8. In all cases, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel or his union representative before being questioned concerning a violation of the Rules and Regulations. Counsel and a representative of the union, may be present during the interrogation of member of the force.

The investigation may result in the convening of a special board to review the charges and the facts that developed during the investigation. Few agreements contained provisions referring to these boards, perhaps because they were often covered by departmental rules. (See table 33.) Provisions tended to govern the board's composition, establish its authority and power, and set forth a few rules on miscellaneous matters.

In most instances, the board was composed solely of departmental members, attributable to the inclination of the departments to resolve their own problems. In at least one instance, the public could not attend hearings, but another provided for open hearings upon request. Other clauses provided membership for certain individuals outside of the department—usually the mayor,

city manager, or their designated representative. As a rule, membership included nonsupervisory personnel so that to some degree judgment could be made by peers.

The board generally had authority to issue written recommendations to the final decisionmaker—for example, the chief of the department or the mayor. Rules provided in the clauses covered the swearing in of witnesses, the right of the accused to legal advice, the use of stenographers, and the disposition of transcripts:

(285) The Police Chief may, at his discretion, convene a disciplinary review board consisting of three (3) supervisory officers with the rank of sergeant or higher to review the circumstances in any contemplated disciplinary action against a patrolman, corporal, or police-woman, and based upon this review to make an advisory recommendation to the Police Chief that the charges are founded or unfounded. Due consideration will be given to the request of the employee in convening such a Board, but in any case the final decision shall be that of the Police Chief.

(132) *DEPARTMENT.* Trial Boards, under existing law, must act as both judge and jury.

- (a) As judge, the Trial Board should conduct itself with dignity, courtesy, and impartiality.
- (b) As jury, the Trial Board should be fair to everyone concerned, the accused, the City Administration and all members of the Bureau of Fire: the accused because any man should be presumed to be innocent until proven otherwise—the administration because it is responsible for providing the best possible fire protection for all Wilmingtonians—and all Bureau of Fire members because Trial Board decisions are always watched with interest, and unsound dispositions could cause public reaction detrimental to the members' proper interest.

PROCEDURE. After a decision has been reached as to innocence or guilt (and penalty, if any) the Trial Board should dictate in a clear and concise manner the decision of the panel, separately as to each count charged, the penalty if there is one and the reasoning behind the decision.

APPEAL. If the member feels that he was unjustly accused, that the penalty given was too harsh, or that all the evidence was not introduced on his behalf, he shall have the opportunity to present his appeal

(286) Whenever disciplinary action is contemplated by the Appointing Authority against any classified employee(s) with the rank of patrolman through sergeant, such action shall be immediately referred to a Board of Review for analysis and recommendation.

The Board of Review shall consist of:

- a. The Chief of Police who is designated chairman of the Board, and who shall vote only in the case of a tie.

- b. The commanding officer of the Division wherein the alleged infraction(s) took place. May have the full right of discussion, but shall have no voting rights in the decisions of the Board.
- c. The supervisory officer of the individual(s) to whom the contemplated discipline is directed. May have the full right of discussion, but shall have no voting rights in the decisions of the Board.
- d. Three officers with the rank of patrolman through sergeant chosen at random by lottery, and not directly involved in the alleged incident(s).
- e. The City Manager, or at his discretion, his appointed representative. The Board shall be empowered to call the alleged offender(s) and material witnesses, take informal testimony and prepare a written recommendation for action by the Appointing Authority.

(152) At all disciplinary inquiries or hearings whether informal or formal conducted by the Chief, Board of Public Safety, Mayor, or any other tribunal that may be created by the City for such purposes, all witnesses shall be sworn, and member(s) of the department involved in any disciplinary action shall have the right and the choice of representation. The City or the union shall have the right to use mechanical recording equipment or a public stenographer during any hearing or inquiry with the cost, if any, being assumed by the unit actually hiring the equipment or stenographer. Either party shall have access to the transcript. All hearings shall be closed to the public, including the press, unless such member(s) shall request that it be an open hearing. The accused shall receive a letter advising him of the disposition of his hearing within 10 days after such hearing with a copy to the union.

Over half of the agreements referring to discipline provided safety personnel with the right to appeal disciplinary action through the negotiated grievance procedure. As a companion to this right, the disciplined employee might be permitted to meet with city or department officials accompanied by a representative of his employee organization, and be allowed to review his personnel file:

(227) The Director of Public Safety and the Fire Chief shall have the right to discipline or discharge employees for just cause. Disciplinary action taken by the Director of Public Safety or the Fire Chief with respect to any employee which is not subject to appeal or other review pursuant to law, including official reprimand which is made a part of the personnel record of any employee, shall be subject to the grievance procedures established in this agreement.

(287) It is agreed that the Fire Department has the right to discipline or discharge employees for just cause. Disciplinary matters shall be subject to grievance and arbitration procedures. No disciplinary action resulting in loss of pay, demotion or dismissal shall be taken

against an employee until he has first been afforded a conference with a representative of the City at which time he shall be attended by a designated union representative. During the course of any grievance or arbitration procedure which may arise out of said proposed disciplinary measure, the employee shall be granted, upon request, the right to review the contents of his personnel file and for this purpose may have a union representative present during such examination.

No-strike provisions

Since the public's safety depends directly upon the continuous availability of protective service departments, strikes by firefighters and police officers are often prohibited either by specific or general statutes. As a result, less than half of the agreements studied contained bans on such actions:

	<i>Agreements</i>	<i>Employees</i>
All agreements	504	84,979
With no-strike provisions	227	49,229
Without no-strike provisions	277	35,750

No-strike provisions were generally specific prohibitions of all forms of concerted work stoppages. In the event that employees should strike despite a no-strike provision, 30 agreements covering 9,233 workers required the employee organization to take measures to disavow the stoppage and to encourage its members to return to work. Should the union itself encourage the strike or fail to disavow a strike in violation of the terms of the contract, it was subject to fine or damages:

(288) (a) The Association will not promote, sponsor, or engage in any strike against the City, slow down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact; or any other intentional interruption of the operations of the City, regardless of the reason for so doing, and will use its best efforts to induce all employees covered by this agreement to comply with this pledge.

(b) The City will not lock out any employees during the term of this agreement as a result of a labor dispute with the Association.

(70) *Section 1.* No employee covered by this agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Federation agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this agreement engage in any



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1 OF 2

strike, work stoppage, slowdown, or withholding of services, the Federation shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the municipal employer, the Federation shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Federation of its obligations under Sections 1 and 2 of this article, there shall be no liability on the part of the Federation nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this article by individual members of the Federation.

(221) The union shall not encourage nor counsel its members or any person within its bargaining jurisdiction to strike. A strike in this clause is defined as any concerted act of work stoppage, slowdown or refusal to perform any customarily assigned duties. The occurrence of a strike shall be deemed in violation of this contract. Any action prohibited in this clause shall be deemed to be just cause for imposition of the following penalties upon any violator within the bargaining jurisdiction of the union.

1. Discharge or any other disciplinary actions countenanced by this contract or past practices.
2. Loss of compensation, vacation benefits, and holiday pay, during the period of the stoppage.

Upon notification to the union, confirmed in writing by the City, that certain of its members are engaged in a

strike as defined within this clause, the union shall immediately order such members to return to work immediately and a responsible elected officer of the union shall order their return to work. In the event that a strike as defined in this clause occurs upon notification to the union, the union agrees to take good faith action to secure the members to return to work as promptly as possible.

Failure of the union to so cooperate in seeking the return to work of its members shall be presumptive evidence that the union has encouraged or counseled the strike.

If the union has either directly or indirectly authorized, sanctioned, encouraged or counseled any strike, as defined above, the union shall be liable to the City for liquidated damages in the amount of Five Hundred Dollars (\$500.00) per day for each day that a company of Fire Fighters or more refuse to perform their regular duties. If fewer than a company of men refuse to perform their duties, the union shall be liable to the City for liquidated damages in the amount of Two Hundred Dollars (\$200.00) per day for each such day.

The City and the union agree that the City, at its election, may seek payment of any liquidated damages owed under this provision either in a State suit proceeding or through the arbitration procedures set forth in this agreement.

In addition to the penalties provided herein, the City may enforce any other legal rights and remedies to which it is entitled by law.

Table 31. Negotiated grievance provisions in police and fire agreements, 1972-73

Government activity	All agreements		Reference to grievance procedures		Scope of grievance procedures		Official time granted for—			
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Grievance preparation		Grievance processing	
							Agreements	Employees	Agreements	Employees
Total	504	84,979	389	72,079	294	57,933	76	7,398	185	23,949
Firefighters	195	41,176	157	37,048	115	30,087	24	3,859	72	11,611
Police	254	33,488	187	26,759	150	24,333	38	2,999	91	9,999
Police and fire	11	777	8	241	3	69	3	135	3	135
Sheriffs' deputies	38	9,221	31	7,714	22	3,255	9	336	17	2,135
Citywide	6	317	6	317	4	189	2	69	2	69

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 32. Status of mediation and arbitration in grievance procedures in police and fire agreements by government activity, 1972-73

Provision	Total		Firefighters		Police		Police and fire		Sheriffs' deputies		Citywide	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
All agreements	504	84,979	195	41,176	254	33,488	11	777	38	9,221	6	317
Negotiated grievance procedures	389	72,079	157	37,048	187	26,759	8	241	31	7,714	6	317
Mediation in grievance procedures	33	13,590	14	10,171	15	3,205	1	11	2	101	1	102
Total agreements with arbitration	293	54,230	113	27,521	142	19,048	7	225	26	7,230	4	206
Advisory arbitration	16	2,384	7	1,970	5	114	1	24	1	276	-	206
Binding arbitration	244	40,262	89	19,526	123	17,541	6	201	23	6,837	3	157
Status of arbitration not given	32	11,584	15	10,025	14	1,393	-	-	2	117	1	49
Arbitration costs shared by union and employer	220	38,985	80	15,862	108	15,904	5	167	23	6,849	4	206

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Table 33. Disciplinary procedures in police and fire agreements, 1972-73

Government activity	All agreements		Reference to disciplinary procedures		Review boards		Grievance appeal from discipline	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total	504	84,979	219	39,482	22	7,372	116	14,765
Firefighters	195	41,176	79	16,294	7	4,051	52	9,524
Police	254	33,488	110	15,835	14	2,071	50	3,717
Police and fire	11	777	6	201	-	-	3	111
Sheriffs' deputies	38	9,221	19	6,861	1	1,250	8	1,244
Citywide	6	317	5	291	-	-	3	169

NOTE: Nonadditive. Agreements may contain more than 1 provision.

Chapter 10. Negotiations and Negotiation Impasse Procedures

Savings clause

Chapter 10. Negotiations and Negotiation Impasse Procedures

Negotiations over wages, hours, and working conditions usually involve the establishment of a committee by the employee organization which prepares for and participates in the bargaining of the contract. Membership usually includes the principal officers of the organization, one steward or more, and perhaps especially elected members. Provisions in 26 percent of the agreements provided for official time for members of negotiating committees:

Provision	Agreements	Employees
Total.....	504	84,979
Referring to official time for negotiations.....	131	23,982
No reference to official time for negotiations	373	60,997

Most stated that negotiations would be conducted during regular working hours and that the union negotiators would be excused from their regular duties to take part without loss of pay. The number of union representatives allowed official time was often limited, and in a few instances, employees were required to find someone to take their place on the job:

(265) The three (3) members of the union negotiating committee shall be granted leave from duty with full pay for all meetings between the City and the union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty...

(212) Members of the Department who may be excused from duty by the Chief for a period of time of less than one day for the purpose of engaging in the processing of grievances or bargaining with the City on behalf of the union shall suffer no loss of wages or benefits. A suitable replacement is necessary.

To limit government expenditures for official time, several contracts established a maximum number of hours available to employee organization negotiators:

(93) The union shall advise City of the name of its negotiators. The union shall be allowed a total of 100 hours of employees' base salary for time spent in negotiations during regular working hours during the life of this agreement if needed, to be regulated by the Fire Chief.

Contract negotiations in the public sector often are conducted under the constraints of State or local laws

as well as administrative rules and budget procedures. When for any reason negotiations become deadlocked it is highly desirable that some means short of a strike be found to resolve the impasse and prevent inconvenience and possible harm to the public. Despite the fact that police and fire employees are even more restricted in the use of the strike than other public employees, only 8 percent of the agreements included some means of negotiation impasse resolution. (See table 35.) This low prevalence, in part, may result from the existence of some impasse procedures which are established by law. Also, past practice may informally provide labor and management with regularly accepted methods for settling such disputes.

The least frequently found impasse procedure was factfinding. (See table 34.) Under this procedure, a single person or board may hold meetings with the parties or open hearings to determine the deadlocking issues; thereafter recommendations are usually made to the parties for approval and may be disclosed to the public, bringing pressure on the parties to hasten settlement. Factfinding is at times used in conjunction with other impasse procedures. Negotiations may continue during factfinding process:

(289) . . . The Association and the City shall follow the collective bargaining procedure set forth in the laws of the State of Washington, unless they mutually agree to waive said procedure, in whole or in part.

Commencement of factfinding or arbitration as therein provided shall not prevent the parties from entering into negotiations seeking to resolve any difference during the pendency of factfinding or arbitration. Any agreements reached during such negotiations shall be reported to the appropriate panel, and thereafter shall not be considered by said panel. . . .

Slightly more evidence of the use of mediation and arbitration to break negotiation deadlocks was found in police and fire agreements. (See table 34.) Mediation involves a third party neutral who assists the two negotiating parties to resolve their differences. The neutral examines the issues with them and may suggest a compromise. Clauses in police and fire agreements referred broadly to the mediation process and its availability to the parties or specified means for selecting a mediator:

- (56) Issues which remain unsolved after reasonable attempts at negotiations shall be submitted to the Washington State Department of Labor and Industries for mediation.
- (290) . . . If, after discussion of all negotiable matters, the parties fail to reach agreement on any negotiable subject, either party may declare an impasse. Within three (3) days after the declaration of impasse, the parties will attempt to select a person to serve as mediator and to obtain a commitment from such person to serve. If they are unable to agree upon a mediator and/or to obtain such a commitment within said time, either party may request the American Arbitration Association to appoint a mediator. The American Arbitration Association will within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will not, however, without the consent of both parties, make findings of fact or recommend terms of settlement . . .
- Arbitration involves the use of one neutral third party or a tripartite panel to resolve the negotiating impasse by stating terms of settlement which ordinarily are binding on the parties, but may be advisory. References in police and fire agreements to interest arbitration were usually brief and dealt with specific matters such as the scope of arbitration, the status of the decision, or the issue to be arbitrated:
- (61) If requested by both parties, the Board [of Labor Relations] may provide as an alternative to factfinding, arbitration of the terms of collective bargaining agreements. The scope of arbitration under this section shall be subject to such limitations as the parties shall agree, and if agreed to in advance, shall be binding on the parties.
- (291) On any matter which cannot be agreed upon by official representatives of the employee organization and the City Manager or designated representatives of the City Manager, said matters shall be excluded from the terms of the resulting proposed agreement to be submitted to the membership of the employee organization and shall be submitted to advisory arbitration as set forth in Chapter 67-900 of the State statutes . . .
- (35) . . . The salaries listed in Article III, Section 3, shall be in effect until May 1, 1974. Wages renegotiation shall commence upon 30 days written notice by either party and shall be settled by May 1, 1974. It is agreed that should the salary question not be resolved by that date, the matter may be submitted to arbitration pursuant to the terms of this agreement.

Savings clause

When the parties reach agreement they often include a clause to safeguard the contract. In the event that certain provisions are declared to be invalid or illegal, this savings clause allows the rest of the contract to continue in effect. These clauses were found in 236 agreements covering 55,012 police and firefighters. Contracts also provided for the reopening of negotiations on the provisions held to be invalid:

- (16) Should any provision of this agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement, it being the intention of the parties that no portion of this agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.
- (292) If any article or section of this agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by any court or other tribunal of competent jurisdiction, the remainder of the agreement and the addenda thereto shall not be affected thereby, and the parties to this agreement shall thereafter enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory substitute for such article or section.

Table 34. Negotiation impasse resolution procedures in police fire agreements, 1972-73

Government activity	All agreements		Having negotiation impasse resolution procedures							
			Total		Mediation		Factfinding		Arbitration	
	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees	Agreements	Employees
Total	504	84,979	25	9,129	14	4,303	8	3,104	16	7,206
Firefighters	195	41,176	14	7,573	7	3,311	4	2,250	9	5,883
Police	254	33,488	11	1,556	7	902	4	854	7	1,323
Police and fire	11	777	-	-	-	-	-	-	-	-
Sheriffs' deputies	38	9,221	-	-	-	-	-	-	-	-
Citywide	6	317	-	-	-	-	-	-	-	-

NOTE: Nonadditive. Agreements may contain more than 1 procedure.

Appendix. Identification of Clauses

Employee organization affiliated with the AFL-CIO unless otherwise indicated as independent union or association

<i>Clause Number</i>	<i>Employer and union</i>	<i>Expiration date</i>
1	Los Angeles County, Calif.; supervisory peace officers, Professional Peace Officers Association (Ind.)	June 1975
2	Lebanon, Pa.; Fire Dept., Firefighters (IAFF)	December 1974
3	Johnstown, N.Y., Police Dept., Police Benevolent Association (PBA) (Ind.)	December 1974
4	Monterey, Calif.; Police Dept., Monterey Police Relief Association (Ind.)	June 1976
5	Rye, N.Y.; Fire Dept., Rye Paid Firemens' Association (Ind.)	December 1974
6	Baltimore, Md.; Fire Dept., Firefighters (IAFF)	June 1974
7	Ontario, Calif.; Fire Dept., Firefighters (IAFF)	June 1975
8	Huntington, W. Va.; Police and Fire Depts., Fraternal Order of Police (FOP) (Ind.) and Firefighters (IAFF)	June 1972
9	Birmingham, Mich.; Police Dept., Birmingham Police Officers' Association (Ind.)	June 1972
10	Whitefish Bay, Wisc.; Police Dept., Police Benevolent Association (PBA) (Ind.)	December 1974
11	Penn Hills, Pa.; Police Dept., Police Advisory Committee (Ind.)	December 1975
12	Detroit, Mich.; Police Dept., Detroit Police Lieutenants and Sergeants Assoc. (Ind.)	June 1974
13	Enfield, Conn.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1976
14	Kalispell, Mont.; Fire Dept., Firefighters (IAFF)	June 1973
15	Anchorage, Alaska; Police Dept., Anchorage Police Dept. Employees' Assoc. (Ind.)	December 1973
16	Hartford, Conn.; Fire Dept., Firefighters (IAFF)	June 1975
17	Rumford, Me.; Police Dept., State, County and Municipal Employees (AFSCME)	January 1975
18	Lincoln Park, Mich.; Police Dept., Lincoln Park Police Officers' Association (Ind.)	June 1975
19	St. Clair Shores, Mich.; Police Dept., St. Clair Shores Police Officers' Assoc. (Ind.)	June 1976
20	Fond du Lac, Wisc.; Fire Dept., Firefighters (IAFF)	December 1973
21	Petoskey, Mich.; Fire Dept., Teamsters (IBT) (Ind.)	July 1975
22	Providence, R.I.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	June 1974
23	Grand Rapids, Mich.; Fire Dept., Firefighters (IAFF)	May 1974
24	West Hartford, Conn.; Fire Dept., Firefighters (IAFF)	June 1974
25	Plymouth, Mich.; Police Dept., Plymouth Police Officers' Association (Ind.)	June 1975
26	Mt. Pleasant, Mich.; Police Dept., State, County and Municipal Employees (AFSCME)	December 1973

<i>Clause Number</i>	<i>Employer and union</i>	<i>Expiration date</i>
27	Portage County, Wisc.; Law Enforcement Portage County Deputy Sheriff's Association (Ind.)	December 1973
28	Bloomfield, Mich.; Police Dept., State, County and Municipal Employees (AFSCME)	March 1975
29	Vernon, Conn.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1974
30	Marin County, Calif.; Sheriff Dept., Marin County Deputy Sheriff's Association (Ind.)	June 1974
31	Worcester, Mass.; Police Dept., Worcester Police Officials Association (Ind.)	June 1975
32	Waterbury, Conn.; Police Dept., State, County and Municipal Employees (AFSCME)	March 1974
33	Reno, Nev.; Fire Dept., Firefighters (IAFF)	June 1975
34	Grosse Pointe Woods, Mich.; Police Dept., Grosse Pointe Woods Police Officers Association (Ind.)	June 1975
35	Carbondale, Ill.; Fire Dept., Firefighters (IAFF)	April 1974
36	Denver, Colo.; Fire Dept., Firefighters (IAFF)	December 1974
37	Muskego, Wisc.; Police Dept., Teamsters (IBT) (Ind.)	December 1973
38	Ann Arbor, Mich.; Police Dept., Teamsters (IBT) (Ind.)	June 1974
39	Bridgeport, Conn.; Fire Dept., Firefighters (IAFF)	June 1974
40	Groton, Conn.; Police Dept., Police Benevolent Assoc. (PBA) (Ind.)	June 1976
41	Stratford, Conn.; Fire Dept., Firefighters (IAFF)	March 1975
42	Seattle, Wash.; Police Dept., Seattle Police Officer's Guild (Ind.)	August 1974
43	Portage, Mich.; Fire Dept., Firefighters (IAFF)	June 1975
44	Nampa, Idaho; Fire Dept., Firefighters (IAFF)	March 1975
45	Brown Deer, Wisc.; Fire Dept., Firefighters (IAFF)	December 1974
46	Birmingham, Mich.; Fire Dept., Firefighters (IAFF)	June 1974
47	Meadville, Pa.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	December 1974
48	Fairfield, Conn.; Police Dept., Teamsters (IBT) (Ind.)	June 1975
49	Boulder, Colo.; city employees Boulder Municipal Employees Association (Ind.)	December 1975
50	Wauwatosa, Wisc.; Fire Dept., Firefighters (IAFF)	December 1973
51	Casper, Wyo.; Fire Dept., Firefighters (IAFF)	June 1975
52	Wyandotte, Mich.; Fire Dept., Firefighters (IAFF)	September 1974
53	Auburn, N.Y.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1974
54	Lake County, Colo.; Fire Dept., Firefighters (IAFF)	January 1974
55	Edgerton, Wisc.; Police Dept., Teamsters (IBT) (Ind.)	December 1975
56	Ellensburg, Wash.; Fire Dept., Firefighters (IAFF)	December 1975
57	Omaha, Neb.; Police Dept., International Brotherhood of Police Officers (Ind.)	December 1974
58	State of New Jersey; State Troopers, State Troopers Fraternal Assn. of New Jersey, Inc. (Ind.)	June 1976
59	North Tonawanda, N.Y.; Fire Dept., Firefighters (IAFF)	March 1975
60	Cudahy, Wisc.; Fire Dept., Firefighters (IAFF)	December 1974
61	District of Columbia; Fire Dept., Firefighters (IAFF)	January 1974
62	Miamisburg, Ohio; Fire Dept., Civil Service Employees' Association (CSEA) (Ind.)	December 1975
63	State of New York; Police Dept., Police Benevolent Association (PBA) (Ind.)	March 1976

<i>Clause Number</i>	<i>Employer and union</i>	<i>Expiration date</i>
64	Amsterdam, N.Y.; city employees State, County and Municipal Employees (AFSCME)	December 1974
65	Clean, N.Y.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1975
66	Ann Arbor, Mich.; Police Dept., Ann Arbor Police Officers Association (Ind.)	June 1974
67	Manchester, Conn.; Fire Dept., Firefighters (IAFF)	June 1974
68	Market City, Calif.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1975
69	Mayville, Wisc.; Police Dept., State, County and Municipal Employees (AFSCME)	December 1974
70	Boston, Mass.; Police Dept., Boston Collective Bargaining Federation (Ind.)	June 1975
71	Rochester, N.Y.; Fire Dept., Firefighters (IAFF)	June 1974
72	Miamisburg, Ohio; Police Dept., Fraternal Order of Police (FOP) (Ind.)	December 1975
73	Seekonk, Mich.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	June 1975
74	Muskegon, Mich.; Police and Fire Depts., State, County and Municipal Employees (AFSCME)	April 1976
75	Westbrook, Me.; Police Dept., State, County and Municipal Employees (AFSCME)	May 1975
76	Framingham, Mass.; Police Dept., Framingham Police Association (Ind.)	December 1974
77	Winchester, Conn.; Police Dept., International Brotherhood of Police Officers (Ind.)	June 1975
78	Novi, Mich.; Police Dept., Novi Police Officer Association (Ind.)	June 1975
79	Tampa, Fla.; Fire Dept., Firefighters (IAFF)	April 1974
80	Schenectady, N.Y.; Fire Dept., Firefighters (IAFF)	December 1974
81	Providence, R.I.; Fire Dept., Firefighters (IAFF)	June 1974
82	Henderson, Nev.; Fire Dept., Firefighters (IAFF)	June 1974
83	Nashua, N.H.; Fire Dept., Firefighters (IAFF)	June 1974
84	Hamilton, Ohio; Fire Dept., Firefighters (IAFF)	February 1975
85	Wilmington, Del.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	June 1974
86	Madison Heights, Mich.; Fire Dept., Firefighters (IAFF)	June 1973
87	Green Bay, Wisc.; Fire Dept., Firefighters (IAFF)	December 1974
88	New Haven, Conn.; Fire Dept., Firefighters (IAFF)	June 1975
89	Anchorage, Alaska; Fire Dept., Firefighters (IAFF)	December 1973
90	San Buenaventura, Calif.; Fire Dept., Ventura City Firemen's Association (Ind.)	June 1975
91	Santa Monica, Calif.; Fire Dept., Firefighters (IAFF)	June 1974
92	Wyoming, Mich.; Police Dept., Wyoming Police Officers Association (Ind.)	July 1974
93	Ithaca, N.Y.; Fire Dept., Firefighters (IAFF)	December 1974
94	State of New York; Police Dept., Civil Service Employees Association (CSEA) (Ind.)	March 1973
95	Monroe, Wash.; Police Dept., Teamsters (IBT) (Ind.)	December 1974
96	Adrian, Mich.; Fire Dept., Firefighters (IAFF)	June 1975
97	Windsor, Conn.; Police Dept., International Brotherhood of Police Officers (IBPO) (Ind.)	June 1974
98	East Lansing, Mich.; Fire Dept., Firefighters (IAFF)	June 1973
99	Dade County, Fla.; Police Dept., Police Benevolent Association (PBA) (Ind.)	September 1974

<i>Clause Number</i>	<i>Employer and union</i>	<i>Expiration date</i>
100	Livermore, Calif.; Police Dept., Livermore Police Association (Ind.)	June 1976
101	Lansing, Mich.; Fire Dept., Firefighters (IAFF)	June 1974
102	Long Beach, N.Y.; Police Dept., Police Benevolent Association (PBA) (Ind.)	June 1976
103	Buffalo, N.Y.; Fire Dept., Firefighters (IAFF)	June 1974
104	Trenton, Mich.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	June 1975
105	Cowlitz County, Wash.; Sheriff Dept., Teamsters (IBT) (Ind.)	December 1974
106	Scarsdale, N.Y.; Fire Dept., Scarsdale Uniformed Firefighter Association, Inc. (Ind.)	May 1977
107	Manhattan Beach, Calif.; Police Dept., Manhattan Beach Police Officers Association, Inc. (Ind.)	June 1975
108	Torrance, Calif.; Police Dept., Torrance Police Officers Association (Ind.)	July 1975
109	Livonia, Mich.; Police Dept., Livonia Police Lieutenants and Sergeants Association (Ind.)	November 1973
110	Madison, Wisc.; Police Dept., Madison Professional Policemen's Associa- tion (Ind.)	December 1972
111	Whatcom County, Wash.; Sheriff's Dept., Teamsters (IBT) (Ind.)	December 1975
112	Kings County, Wash.; Police Dept., State, County and Municipal Em- ployees (AFSCME)	December 1974
113	Boulder, Colo.; Police Dept., Boulder Police Benefit Association (Ind.)	December 1974
114	Cortland, N.Y.; Police Dept., Tiouga Police Club (Ind.)	December 1974
115	Oakland County, Mich.; Sheriff's Dept., State, County and Municipal Employees (AFSCME)	December 1974
116	Southfield, Mich.; Police Dept., Southfield Police Command Officers (Ind.)	June 1974
117	Pullman, Wash.; Police Dept., Teamsters (IBT) (Ind.)	December 1975
118	Schnectady, N.Y.; Police Dept., Police Benevolent Association (PBA) (Ind.)	December 1974
119	Sheboygan, Wisc.; Fire Dept., Firefighters (IAFF)	December 1975
120	Meriden, Conn.; Fire Dept., Firefighters (IAFF)	June 1975
121	Cranston, R.I.; Fire Dept., Firefighters (IAFF)	June 1975
122	Norwich, Conn.; Fire Dept., Firefighters (IAFF)	June 1973
123	Trinidad, Colo.; city employees, State, County and Municipal Employees (AFSCME)	December 1974
124	Ann Arbor, Mich.; Police Dept., Teamsters (IBT) (Ind.)	June 1974
125	Southfield, Mich.; Fire Dept., Firefighters (IAFF)	June 1973
126	Menominee, Mich.; Fire Dept., Firefighters (IAFF)	August 1974
127	Oconomowoc, Wisc.; Police Dept., Teamsters (IBT) (Ind.)	December 1974
128	Kalamazoo, Mich.; Fire Dept., Firefighters (IAFF)	December 1974
129	San Francisco, Calif.; Police Dept., San Francisco Police Officers Associa- tion (Ind.)	April 1977
130	Mankato, Minn.; Police Dept., Police Protective Association (PBA) (Ind.)	December 1973
131	Eugene, Ore.; Police Dept., Eugene Police Patrolman's Association (Ind.)	June 1975
132	Wilmington, Del.; Fire Dept., Firefighters (IAFF)	June 1974
133	Batavia, N.Y.; Police Dept., Police Benevolent Association (PBA) (Ind.)	December 1976
134	Toledo, Ohio; Police Dept., Fraternal Order of Police (FOP) (Ind.)	June 1974
135	Garden City, N.Y.; Fire Dept., Firefighters (IAFF)	June 1976
136	Ithaca, N.Y.; Police Dept., Police Benevolent Association (PBA) (Ind.)	December 1974
137	Adrian, Mich.; Police Dept., Adrian Police Association (Ind.)	June 1975

<i>Clause Number</i>	<i>Employer and union</i>	<i>Expiration date</i>
138	Racine, Wisc.; Police Dept., Racine Policemen's Professional and Benevolent Corp. (Ind.)	December 1975
139	Southfield, Mich.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	June 1974
140	Milwaukee, Wisc.; Fire Dept., Firefighters (IAFF)	December 1973
141	Richland County, Wisc.; Sheriff's Dept., State, County and Municipal Employees (AFSCME)	December 1974
142	Milwaukee, Wisc.; Police Dept., Professional Policemen's Protective Assoc. (Ind.)	November 1974
143	State of Minnesota; Dept. of Public Safety, State, County and Municipal Employees (AFSCME)	October 1975
144	Framingham, Mass.; Fire Dept., Firefighters (IAFF)	June 1974
145	Winnebago County, Wisc.; Sheriff's Dept., Winnebago County Sheriff's Professional Police Association (Ind.)	December 1973
146	Newark, Del.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	December 1973
147	Brown Deer, Wisc.; Police Dept., Brown Deer Policemen's Protective Assoc. (Ind.)	December 1974
148	Negaunee, Mich.; Police Dept., State, County and Municipal Employees (AFSCME)	December 1974
149	Niagara Falls, N.Y.; Police Dept., Niagara Falls Police Cmty. Inc. (Ind.)	December 1974
150	Laurium, Mich.; Police Dept., State, County and Municipal Employees (AFSCME)	January 1976
151	Vallejo, Calif.; Fire Dept., Firefighters (IAFF)	June 1974
152	Torrington, Conn.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1974
153	Allen Park, Mich.; Police Dept., Allen Park Police Officers Association (Ind.)	June 1974
154	Dayton, Ohio; Fire Dept., Firefighters (IAFF)	February 1977
155	St. Clair Shores, Mich.; Fire Dept., Firefighters (IAFF)	June 1974
156	Hazel Park, Mich.; Fire Dept., Firefighters (IAFF)	June 1974
157	Waterbury, Conn.; Fire Dept., Firefighters (IAFF)	March 1974
158	East Providence, R.I.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	November 1974
159	Meadville, Pa.; Fire Dept., Firefighters (IAFF)	December 1975
160	Cudahy, Wisc.; Police Dept., Cudahy Professional Policemen's Association (Ind.)	December 1974
161	Inkster, Mich.; Fire Dept., Firefighters (IAFF)	June 1974
162	Great Falls, Mont.; Police Dept., Great Falls Police Protective Association (Ind.)	June 1974
163	Manchester, Conn.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1974
164	Wyoming, Mich.; Police Dept., Wyoming Police Officers Association (Ind.)	June 1974
165	Tucson, Ariz.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	December 1976
166	Two Rivers, Wisc.; Fire Dept., Firefighters (IAFF)	December 1974
167	Wayne County, Mich.; Fire Dept., Firefighters (IAFF)	November 1975
168	Portland, Ore.; Fire Dept., Firefighters (IAFF)	June 1975
169	Bloomfield, Conn.; Police Dept., International Brotherhood of Police Officers (Ind.)	June 1975

<i>Clause Number</i>	<i>Employer and union</i>	<i>Expiration date</i>
170	Stratford, Conn.; Police Dept., State, County and Municipal Employees (AFSCME)	March 1975
171	Bangor, Me.; Fire Dept., Firefighters (IAFF)	December 1974
172	Harrisburg, Pa.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	December 1974
173	Peekskill, N.Y.; Police Dept., Police Benevolent Association (PBA) (Ind.)	December 1974
174	Long Beach, N.Y.; Fire Dept., Firefighters (IAFF)	June 1976
175	West Mifflin, Pa.; Police Dept., West Mifflin Borough Policemen (Ind.)	December 1974
176	Indiana, Pa.; Police Dept., International Brotherhood of Police Officers (Ind.)	December 1974
177	Decatur, Ill.; Police Dept., State, County and Municipal Employees (AFSCME)	April 1974
178	Middletown, N.Y.; Police Dept., Police Benevolent Association (PBA) (Ind.)	November 1974
179	Kettering, Ohio; Police Dept., Fraternal Order of Police (FOP) (Ind.)	February 1974
180	Menominee, Mich.; Police Dept., Independent Association of Policemen (Ind.)	August 1974
181	Albion, Mich.; Fire Dept., Firefighters (IAFF)	March 1974
182	Lake Orion, Mich.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1975
183	Temple Hills, Calif.; Dept. of Public Safety, Temple Hills Public Safety Association (Ind.)	December 1974
184	Battle Creek, Mich.; Fire Dept., Firefighters (IAFF)	June 1976
185	Milford, Conn.; Police Dept., State, County and Municipal Employees (AFSCME)	July 1975
186	Brainerd, Minn.; Police Dept., Brainerd Policemen's Association (Ind.)	May 1974
187	International Falls, Minn.; Police Dept., State, County and Municipal Employees (AFSCME)	December 1975
188	Battle Creek, Mich.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	June 1976
189	Windsor Locks, Conn.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1975
190	Inkster, Mich.; Police Dept., Inkster Police Officers Association (Ind.)	June 1974
191	St. Ignace, Mich.; Police Dept., State, County and Municipal Employees (AFSCME)	December 1975
192	Milwaukee, Wisc.; Fire Dept., Firefighters (IAFF)	December 1973
193	New Castle County, Del.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	June 1975
194	Kalamazoo, Mich.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	December 1974
195	Kingsford, Mich.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1975
196	Ann Arbor, Mich.; Fire Dept., Firefighters (IAFF)	June 1974
197	Lewiston, Me.; Police Dept., State, County and Municipal Employees (AFSCME)	December 1975
198	Livingston County, Mich.; Police Dept., Teamsters (IBT) (Ind.)	March 1976
199	Lansing, Mich.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	June 1974
200	Wausau, Wisc.; Fire Dept., Firefighters (IAFF)	December 1974
201	Burbank, Calif.; Police and Fire Depts., Firefighters (IAFF) and Burbank Police Officers Association (Ind.)	July 1974

<i>Clause Number</i>	<i>Employer and union</i>	<i>Expiration date</i>
202	Portland, Me.; Police Dept., Police Benevolent Association (PBA) (Ind.)	March 1974
203	Grosse Pointe Park, Mich.; Police Dept., Grosse Pointe Park Police Sergeants and Corporals Association (Ind.)	June 1975
204	Middletown, Conn.; Fire Dept., Firefighters (IAFF)	June 1974
205	Boulder, Colo.; Fire Dept., Firefighters (IAFF)	December 1975
206	Escanaba, Mich.; Police Dept., Teamsters (IBT) (Ind.)	June 1974
207	Lima, Ohio; Police Dept., Fraternal Order of Police (FOP) (Ind.)	February 1974
208	San Jose, Calif.; Fire Dept., Firefighters (IAFF)	June 1975
209	Fond du Lac, Wisc.; Police Dept., Fond du Lac Professional Policemen's Association (Ind.)	December 1973
210	Mount Vernon, Wash.; Police Dept., Teamsters (IBT) (Ind.)	December 1974
211	Dekalb, Ill.; Fire Dept., Firefighters (IAFF)	April 1975
212	Waukesha, Wisc.; Fire Dept., Firefighters (IAFF)	December 1974
213	La Mesa, Calif.; Police Dept., La Mesa Police Officer's Association (Ind.)	June 1974
214	Syracuse, N.Y.; Police Dept., Police Benevolent Association (PBA) (Ind.)	December 1974
215	East Hartford, Conn.; Fire Dept., Firefighters (IAFF)	June 1974
216	Westport, Conn.; Police Dept., Westport Police Association (Ind.)	June 1975
217	North Providence, R.I.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	June 1975
218	West Haven, Conn.; Police Dept., State, County and Municipal Em- ployees (AFSCME)	June 1975
219	Eugene, Ore.; Fire Dept., Firefighters (IAFF)	June 1975
220	Meriden, Conn.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1973
221	Racine, Wisc.; Fire Dept., Firefighters (IAFF)	December 1975
222	Wallingford, Conn.; Fire Dept., Firefighters (IAFF)	June 1974
223	Glastonbury, Conn.; Police Dept., Glastonbury Police Officer's Associa- tion (Ind.)	June 1974
224	Cohoes, N.Y.; Police Dept., Cohoes Police Benevolent and Protective Association (Ind.)	December 1974
225	Dunkirk, N.Y.; Police Dept., Police Benevolent Association (PBA) (Ind.)	December 1974
226	Rye, N.Y.; Police Dept., Rye Police Association (Ind.)	December 1974
227	Harrisburg, Pa.; Fire Dept., Firefighters (IAFF)	December 1974
228	Sacramento, Calif.; Fire Dept., Firefighters (IAFF)	June 1975
229	Milford, Conn.; Fire Dept., Firefighters (IAFF)	June 1975
230	Andover, Mass.; Police Dept., Andover Police Betterment Association (Ind.)	June 1974
231	Madison Heights, Mich.; Police Dept., Madison Heights Police Officers Association (Ind.)	June 1974
232	Norwich, Conn.; Police Dept., International Brotherhood of Police Officers (Ind.)	June 1973
233	Pontiac, Mich.; Fire Dept., Firefighters (IAFF)	June 1974
234	Marin County, Calif.; Emergency Services, Marin County Employees' Association (Ind.)	December 1974
235	Fowlerville, Mich.; Police Dept., Teamsters (IBT) (Ind.)	June 1974
236	Cheyenne, Wyo.; Fire Dept., Firefighters (IAFF)	June 1974

<i>Clause Number</i>	<i>Employer and union</i>	<i>Expiration date</i>
237	Worcester, Mass.; Fire Dept., Firefighters (IAFF)	June 1974
238	Brewer, Me.; Police Dept., State, County and Municipal Employees (AFSCME)	March 1975
239	Falmouth, Mass.; Police Dept., The Falmouth Police Federation (Ind.)....	June 1975
240	Roseville, Mich.; Police Dept., Roseville Police Officers association (Ind.)	June 1976
241	New Castle County, Del.; municipal employees, State, County and Municipal Employees (AFSCME)	June 1975
242	Norway, Mich.; city employees, State, County and Municipal Employees (AFSCME)	June 1974
243	Rochester, N.Y.; Police Dept., Rochester Police Locust Club, Inc. (Ind.)	June 1974
244	Fairborn, Ohio; Police Dept., Fraternal Order of Police (FOP) (Ind.)	December 1974
245	Alameda, Calif.; Fire Dept., Firefighters (IAFF)	June 1974
246	Littleton, Colo.; Fire Dept., Firefighters (IAFF)	December 1974
247	Anaheim, Calif.; Fire Dept., Firemen's Protective League of Anaheim (Ind.)	October 1975
248	Hurley, Wisc.; Police and Fire Dept., State, County and Municipal Employees (AFSCME)	December 1974
249	Dane County, Wisc.; Law Enforcement Unit Teamsters (IBT) (Ind.)....	December 1974
250	Houlton, Me.; Police Dept., State, County and Municipal Employees (AFSCME)	January 1975
251	Galt, Calif.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1975
252	Iron County, Mich.; Sheriff's Dept., State, County and Municipal Employees (AFSCME)	December 1975
253	Tecumseh, Mich.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1974
254	Hartford, Wisc.; Police Dept., State, County and Municipal Employees (AFSCME)	December 1974
255	Millinocket, Me.; Police Dept., State, County and Municipal Employees (AFSCME)	December 1975
256	Barrington, Vt.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	June 1974
257	Port Huron, Mich.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1976
258	Ionia, Mich.; Police Dept., State, County and Municipal Employees (AFSCME).	July 1976
259	Reno, Nev.; Fire Dept., Firefighters (IAFF)	June 1975
260	Canonsburg, Pa.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	December 1974
261	Bangor, Me.; Police Dept., Fraternal Order of Police (FOP) (Ind.)	December 1973
262	La Habra, Calif.; Fire Dept., Firefighters (IAFF)	June 1974
263	Torrington, Conn.; Fire Dept., Firefighters (IAFF)	June 1975
264	Yakima, Wash.; Fire Dept., Firefighters (IAFF)	December 1974
265	Puyallup, Wash.; Fire Dept., Firefighters (IAFF)	December 1974
266	Hayward, Calif.; Police Dept., Hayward Police Association (Ind.)	July 1974
267	Aurora, Ill.; Police Dept., State, County and Municipal Employees (AFSCME)	September 1975
268	Marysville, Wash.; Police Dept., Teamsters (IBT) (Ind.)	December 1975
269	Walla Walla, Wash.; Fire Dept., Firefighters (IAFF)	December 1974

<i>Clause Number</i>	<i>Employer and union</i>	<i>Expiration date</i>
270	Grand Haven, Mich.; Fire Dept., Firefighters (IAFF)	July 1975
271	Two Rivers, Wisc.; Police Dept., Wisconsin Professional Policemen's Assoc. (Ind.)	December 1974
272	Marinette, Wisc.; Fire Dept., Firefighters (IAFF)	December 1974
273	Spokane, Wash.; Police Dept., Spokane Police Guild (Ind.)	December 1974
274	Los Angeles County, Calif.; Fire Dept., Firefighters (IAFF)	June 1974
275	Mankato, Minn.; Fire Dept., Firefighters (IAFF)	December 1975
276	West Hartford, Conn.; Police Dept., State, County and Municipal Employees (AFSCME)	June 1975
277	Roseville, Mich.; Fire Dept., Firefighters (IAFF)	June 1975
278	Newport, R.I.; Fire Dept., Firefighters (IAFF)	June 1974
279	Livonia, Mich.; Fire Dept., Firefighters (IAFF)	November 1973
280	Ferndale, Mich.; Police Dept., State, County and Municipal Employees (AFSCME)	September 1976
281	Aurora, Ill.; Fire Dept., Firefighters (IAFF)	September 1975
282	Manitowoc, Wisc.; Police Dept., State, County and Municipal Employees (AFSCME)	December 1974
283	Gardiner, Me.; Police Dept., State, County and Municipal Employees (AFSCME)	April 1974
284	Lewiston, Me.; Police Dept., State, County and Municipal Employees (AFSCME)	December 1975
285	Livonia, Mich.; Police Dept., Livonia Police Officers' Association (Ind.) ..	November 1973
286	Casper, Wyo.; Police Dept., Police Benevolent Association (PBA) (Ind.) ..	June 1974
287	Allentown, Pa.; Fire Dept., Firefighters (IAFF)	December 1974
288	Reno, Nev.; Police Dept., Reno Police Protective Association (Ind.)	June 1975
289	Yakima, Wash.; Police Dept., Yakima Police Patrolmen's Association (Ind.) ..	December 1974
290	Houlton, Me.; Police Dept., State, County and Municipal Employees (AFSCME)	January 1975
291	Miami, Fla.; Fire Dept., Firefighters (IAFF)	October 1974
292	Beloit, Wisc.; Police Dept., Beloit Patrolmen's Association (Ind.)	Decembe: 1973

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