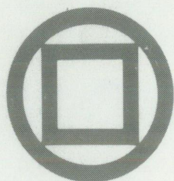


International
City
Management
AssociationCOMPLIMENTS OF
MANAGEMENT INFORMATION SERVICEMARCH 1976
VOLUME 8
NUMBER 3*Police men*

Management Information Service

REPORT

*v. 8, no. 3,
Mar. 1976*

Police unions

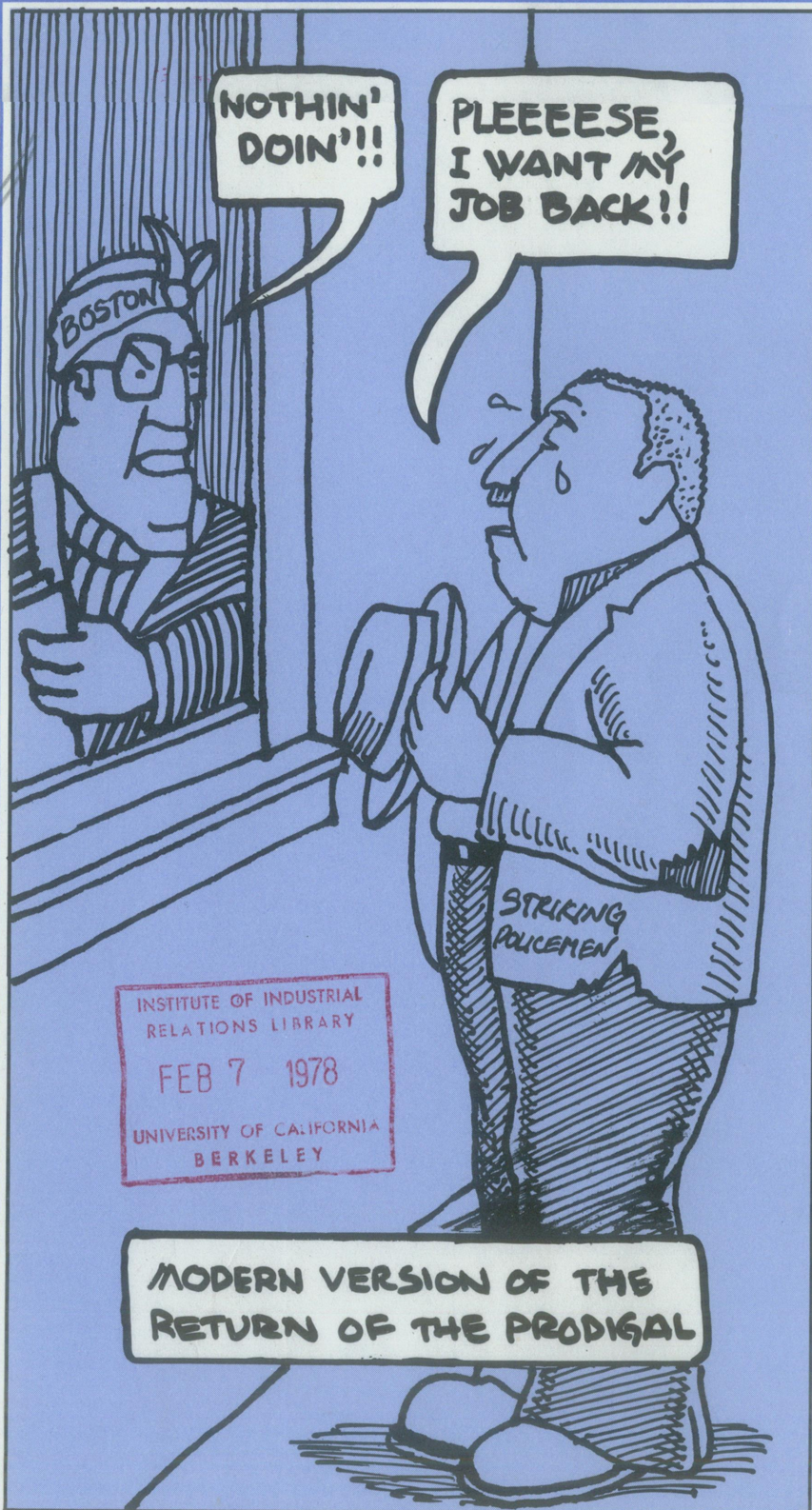
by Ilene Bergsmann

THE REPORT AT A GLANCE

During the mid and late 1960's police administrators witnessed the transformation of police employee associations, organized for social and welfare needs, into powerful, militant unions. These unions have demanded, and, for the most part, have won higher wages, additional fringe benefits, changes in working conditions and participation in decision-making areas which traditionally have been the domain of management.

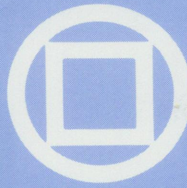
Officers joined police unions for a variety of reasons. Police experienced alienation from the public who exhibited outright animosity and disrespect towards them; court decisions extended broad rights to alleged criminals; and the job of a police officer became increasingly dangerous.

This report presents a general overview of the rise of police unions, the current status of collective bargaining legislation, bargaining unit composition, suggestions on preparing for and conducting collective bargaining negotiations, and developing strike contingency plans. A resource guide of police employee and management organizations is also included.



1140
Connecticut
Avenue
Northwest
Washington DC
20036

International
City
Management
Association



Management Information Service

March 1976
Vol. 8, No. 3

Management Information Service Reports are published monthly by the International City Management Association, 1140 Connecticut Avenue, N.W., Washington, D.C. 20036. Copyright © 1976 by the International City Management Association. No part of this report may be reproduced without permission of the copyright owner.

These reports are intended primarily to provide timely information on subjects of practical interest to local government administrators, budget and research analysts, administrative assistants, librarians, and others responsible for and concerned with the operational aspects of local governments. Reports are issued as part of a subscription service that includes answers to inquiries and other publications.

Subscription rates, based on population of subscribing jurisdictions, will be furnished on request.

Recent MIS Reports

- | | |
|-------|---|
| 7/75 | Systems Development Charges: Financing Service Extensions |
| 8/75 | (a) Refuse Collection Productivity: System Improvement Strategies |
| | (b) Refuse Collection Productivity: Equipment Strategies |
| | (c) Refuse Collection Productivity: Personnel Strategies |
| 9/75 | Index to MIS Reports, 1969-1975 |
| 10/75 | Signs and Cities |
| 11/75 | Planning City Hall |
| 12/75 | (a) In-house Printing & Binding? |
| | (b) Metric Conversion for Local Government |
| 1/76 | Public Official Liability: A Trending Toward "Admin- istrative Malpractice" |
| 2/76 | Racial Steering: Equal Opportunity and the Dual Housing Market |

Addenda

Police Unions

Management Information Service Report

March 1976, Vol. 8 No. 3

This report was written by Ilene Bergsmann, Research Associate, Contract Research Center, ICMA. Ms. Bergsmann works with the Criminal Justice Project funded by the Law Enforcement Assistance Administration. We regret our error in misspelling Ms. Bergsmann's name.

Cover: The cartoon on the cover of this report first appeared in the Sunday Oregonian (Portland) in 1919 at the time of the Boston police strike discussed on page 2 of the report.

The name Gallup was misspelled on page 14 of the report.

POLICE UNIONS

The rise of police employee organizations, both in numbers and in power, began in the mid-1960's, corresponding to the unionization of federal, state and municipal employee groups at the same time. Not only police managers, but local government officials and citizens also were opposed to police unionization for several reasons.

Traditionally, police departments have been administered along para-military lines, all decisions being made by the chief and his top aides, with little or no input from rank and file. Although patrolmen may have broad discretion in carrying out orders, they were never asked for recommendations or suggestions, although they often were in the best position to know how particular situations should be handled. They also could not communicate grievances or make proposals for change. Furthermore, many police agencies were administered by chiefs who rose through the ranks and had little managerial training. Their methods were out-dated, often causing antagonism and frustration within departments.

Neither government officials nor citizens generally were in favor of police officers organizing, demanding increased financial benefits, or having a voice in management. These groups viewed the police as "above" or "outside" other municipal workers. Police were sworn to uphold the law and defend and protect the safety of the public. Because of their unique status, citizens and public officials felt police officers should have no union affiliation — especially when such affiliation could lead to strikes. Law enforcement, however, was experiencing a great many changes, resulting in police militancy and unionization.

Police officers recognized during the 1960's that their

position in society was undergoing a radical change. Demonstrations, such as the Berkeley Free Speech Movement, anti-war rallies and the Chicago Democratic Convention, indicated that not only was law enforcement becoming increasingly dangerous, but also that police officers had lost the respect of the people they were sworn to serve. Salaries and benefits were not keeping pace with the increase in danger, and their social status reached a new low. Officers felt increasingly alienated from society, as well as from their supervisors with whom they had little or no communication. With state legislation allowing municipal employees the right to organize and participate in collective bargaining, officers turned to employee organizations, many of which had previously been fraternal or benevolent associations organized to meet social and welfare needs. These associations, along with national and state employee groups, translated the officers' alienation and frustration into tangible rewards through collective bargaining, political clout, and strikes or the threat of strikes.

Police employee organizations have increased rapidly during the past ten years. The president of the Florida Police Benevolent Association asserts that officers join employee organizations for one of three reasons: their security, safety or status is in jeopardy; unions provide a service that no other person or group can provide; and, there is a tradition in many police departments to join employee organizations.

Police unions have filled a void which management was unable or, in some cases, unwilling to fill. Many, if not most, demands made by these organizations concentrate on raising salaries and insuring fringe benefits. However, officers also want to share in decision-making, and some want to upgrade their status through professionalizing law enforcement. When management has not acceded to union requests, unions frequently have used political power to achieve their ends. One of the most important, trend-setting cases in the use of this power occurred when Mayor John V. Lindsay established the Civilian Review Board in New York City in 1966. The Board was to consist of seven members, four of whom would be civilians, to review and act on citizen complaints made against police misconduct. It would replace the Civilian Complaint Review Board composed of three deputy police commissioners. The latter had been under attack from minority groups and liberal organizations as they were skeptical of the Board's impartiality. These groups cited the fact that only 200 complaints were filed annually, this figure showing proof that the public did not trust the Board. The Patrolmen's Benevolent Association (PBA) opposed the Civilian Review Board as "illegal and invalid" and called it a "kangaroo court." A war of words and political jockeying developed, with the result that the PBA succeeded in having the issue placed before the voters in a referendum. The Board, although it had the support of the mayor, senators, and other influential political leaders, was defeated by almost two to one. The PBA's victory was an indication that police were no longer dependent on the chief for pay raises or on decisions affecting their work. Across the country, police employee organizations, encouraged by the referendum, began making requests and demanding that they be accorded equal rights with management. The defeat of the New York City Civilian Review Board signalled the beginning of police union militancy and political power.

This report was written by Ilene Bergsman, Research Associate, ICMA. Ms. Bergsman works with the Law Enforcement Assistance Administration project, contract research center.

Suggested citation: Ilene Bergsman, Police Unions, Management Information Service Report Vol. 8 No. 3 (Washington, D.C.: International City Management Association, March, 1976).

HISTORICAL DEVELOPMENT

Prior to the mid-1960's, attempts by police to form unions were sporadic. The first police associations, developed in the late nineteenth century, were benevolent or fraternal organizations. They offered no more than social and death benefits and welfare insurance. According to Gammage and Sacks, many of these associations were controlled by the police hierarchy and were an extension of many city's "political machine."¹ Although there was little activity on the police labor front, a few organizations protested — through strikes — their discontent over salaries. In 1889, Ithaca, New York's five patrolmen went on strike to protest a pay decrease from twelve to nine dollars a week. In 1897, police in Cleveland, Ohio requested permission to join the American Federation of Labor but were turned down. The AFL executive council said that police cannot be part of a trade union because the leadership are in direct conflict with the union's aims. In 1915 in Pittsburgh, Pennsylvania the Fraternal Order of Police (FOP) was founded as a "loose confederation of lodges" providing social benefits. In 1918, 450 police in Cincinnati, Ohio struck for three days over wage increases. The chief agreed to reconsider and a wage agreement satisfactory to both sides was made.

During and immediately following World War I, inflation brought rising prices with no concurrent raise in wages. Police, who had the added burden of having to pay for their own uniforms, equipment and guns, turned more and more to the AFL for assistance. In 1919, the AFL gave thirty charters to police groups whose membership totalled more than 4,000 officers.

Because the city of Boston refused to address their grievances, the Boston police officers joined the AFL in 1919 in the hope of increasing salaries and improving working conditions. Officers were protesting excessively long (78 to 90 hour) work weeks with minimal compensation, paying for their own uniforms, promotions based on favoritism rather than merit, suspicion of corruption among high ranking officers, and filthy station houses where men had to sleep on bug-infested mattresses while on stand-by duty. When the union sought recognition and the right to bargain, the city took the nineteen leaders to court and proceeded to fire them. According to John Grimes (consultant to the Labor Management Relations Service), of the 1,544 men on the force, 1,117 went on strike to protest the firing. Boston was unprotected, and violence erupted. The mayor ended the four-day strike by calling on the state guard. Hundreds were injured and seven people were killed. All the striking officers were fired. Massachusetts Governor Calvin Coolidge exclaimed that,

There is no right to strike against the public safety by anybody, anywhere, anytime.

President Wilson said,

A strike of policemen of a great city, leaving that city at the mercy of an army of thugs, is a crime against civilization.

Although the strike interrupted the unionization of police, the city finally agreed to \$300 a year salary increases, as well as the establishment of a pension plan and free uniforms.

The Boston police strike had serious repercussions for the

unions. The strike antagonized public opinion and few police officers were willing to fight for a union when their jobs were at stake, particularly during the Depression Years. Organized police labor activity became scattered at best and AFL officials disbanded. Labor officials believe that not only was police unionization inhibited, but that public employee unionization on the whole was also adversely affected by the Boston police strike.

Police organization however, was not at a complete standstill. In the 1930's the FOP's membership increased, and the FOP began to involve itself with the issues of salaries and working conditions. In the 1940's, the American Federation of State, County, Municipal Employees (AFSCME) granted charters to thirty-nine police organizations. These unions were challenged on the grounds that public employees must relinquish certain personal rights for the public's welfare, and that union affiliation would cause their loyalty to be divided. By 1951, however, AFSCME had sixty-one chartered groups.

Resistance to public employee unions remained firm through the 1940's and 1950's. In Michigan in 1943, two court decisions agreed that cities had the right to pass anti-union policy. In 1944, the Detroit Police Department barred all organizing by its officers. In 1944 and in 1958, the International Association of Chiefs of Police (IACP) declared its opposition to union activity as well. A 1958 IACP booklet, *Police Unions*, stated that unions would stand in the way of professionalization and that the chief is the best advocate the officers have to achieve higher salaries and better working conditions.² Although police management opposed organized police activity, it was willing to accept local benevolent or fraternal groups.

In 1962, when President Kennedy provided for the establishment of a formal labor relations system for federal workers, public employee unionism began to expand and achieve legitimacy. Today, according to a recent speech given by John Grimes, three-fourths of the estimated 450,000 policemen in the country belong to an employee association.

The largest employee organization is the Fraternal Order of Police (FOP), with a membership of 150,000 officers in more than 1,000 local lodges. Membership is open to all police officers with associate memberships open to civilians. The FOP is represented in more than forty states, with primary strength in the north central and southern states. The national lodge charters all local lodges, requiring them to draw up a constitution and by-laws, but ensures their autonomy. The FOP has long viewed itself as a professional association urging members to lobby for local interests and banning strikes or job actions. Only recently has it endorsed collective bargaining. In practice, however, FOP members have used job actions to gain demands, and in many areas are full-fledged labor organizations. Charles Salerno, FOP president in Miami, Florida recently stated that,

It is safe to say that there are more labor agreements negotiated in the name of the FOP than in any other police union's name.

In 1953, the International Conference of Police Associations (ICPA) was established to increase communication among local unions. Membership in ICPA is open to "bona-fide police associations only" since their purpose is to "reach

the individual law enforcement officer through his own organized police association." There are presently more than 175 ICPA members representing 200,000 police officers. The ICPA not only has local association members, but also state associations which represent local groups. For example, the state association for New York represents 225 local units.

ICPA's objectives, as stated in their By-Laws, are

To collect, study, standardize, summarize and to disseminate factual data for the purpose of promoting the professionalization of the police service, and to stimulate mutual cooperation between law enforcement agencies.

The ICPA, headquartered in Washington, D.C., does extensive lobbying, provides relevant information to its members, conducts labor relations seminars, and is actively organizing new associations. ICPA's strength is in New York State, New Jersey, Connecticut, Illinois and California, and they have recently begun to organize in North Carolina.

AFSCME, part of the AFL-CIO, represents 9,000 police officers, primarily in Connecticut, Maryland and Michigan, and is an active, often militant, union. Although AFSCME at one time advocated strikes for police, Jerry Wurf, AFSCME President, recently advocated the substitution of arbitration for the strike. Police members favor their own unit in AFSCME, but the union has no plans to create one at this time.

The International Brotherhood of Police Officers (IBPO), established in 1964 in Rhode Island, represented 16 locals until 1969, when they affiliated with the National Association of Government Employees. Today there are 37,000 members in more than 280 local chapters, most of which are in New England. The IBPO is a police union and assists its locals in collective bargaining matters. Although they do not favor strikes, the IBPO will use off-duty officers to picket.

The National Union of Police Officers (NUPO) was organized in 1969 by the New York City Patrolmen's Benevolent Association, with the aim of becoming a national union. NUPO, now affiliated with the AFL-CIO Service Employees International Union, has 3,000 members, down from 10,000 in 1969. They are now refusing groups asking for representation.

Although the Teamsters initial involvement in organizing police employee organizations began in 1958, it has only been in the last few years that officers have begun to affiliate with them. Teamster support is strongest today in Michigan, Minnesota, Wisconsin, South Dakota, Pennsylvania and California. There are no current figures on the number of police officers affiliated with the Teamsters, but the majority are in suburban and small jurisdictions. One Teamster representative attributes the increase in popularity to the "militancy" of the union in general in demanding higher wages and benefits for all its members. He asserts that police want a stronger image and increased salaries, and that the Teamsters will help them achieve these goals.

National police union organizations do not control or substantially influence how the local units operate. Although the national unions often provide assistance, local chapters exercise a great deal of power in their municipalities. Union leaders are local policemen who have daily communication

with their membership; law enforcement services are delivered locally and municipal taxes pay officers salaries; and union leaders interacting with local elected officials often have a voice in the political arena.

Strong unions developed in the 1960's for several reasons. The public attitude toward police became increasingly antagonistic, the officers' safety was frequently in doubt, their prestige as an occupational group declined. Civil rights riots, anti-war demonstrations and campus riots provoked personal confrontations between police and citizens. They did not receive pay raises although working conditions became more dangerous. In addition, the public was demanding law and order while the courts handed down liberal decisions favoring defendants. Police became isolated, felt that the public misunderstood their actions, and that they were no longer supported by city administrations. Gammage and Sachs state that police union affiliation grew during the late 1960's because police salaries and working conditions lagged behind those of private industry; because police became the objective of the nation's social upheavals, despised and ostracized by numerous segments of the population; because although their job status declined, they were welcomed by unions; and because they recognized a need to professionalize.³ By the late 1960's, most large city patrolmen belonged to an employee organization, and officers in smaller municipalities were following suit. According to the September, 1971 Urban Data Service report, *Public Safety Employee Organizations*, police are more organized than any other group of municipal employees, with the exception of firemen.⁴ Of the 1,500 cities surveyed, seventy-three percent of the police employees belonged to an association or union, with large cities more organized than small ones. In cities with populations of 250,000 to 500,000, eighty-two percent of the officers were organized, in cities in the 10,000 to 25,000 range, thirty-seven percent of the employees were organized. The report also indicated that nineteen percent of the departments were completely organized, and thirteen percent state that ninety percent or more of their officers had union affiliation. By geographic area, the Northeast had ninety-two percent union affiliation; North Central seventy percent; the West seventy-four percent; and the South forty-two percent.

A 1972 survey, compiled by the Urban Data Service, found that eighty-nine percent of all police employees were affiliated with a union or association representing them on employment matters. The FOP represented forty percent of the cities reporting, and sixty percent said a local association represented them.⁵

COLLECTIVE BARGAINING LEGISLATION

At the present time, thirty-six states provide for collective bargaining by public employees. Police have recognition and collective bargaining rights in twenty-nine of these states and the District of Columbia. Some states retain legislative control over pensions and employment conditions, while others leave these concerns to each municipality. California and Kansas allow for meet and confer, Virginia follows the State's Attorney General ruling, and Texas provides for local option by each municipality. The fourteen states that have no legislation for collective bargaining are: Arizona, Arkansas, California, Illinois, Louisiana, Mississippi, New Mexico, North

Carolina, Ohio, South Carolina, Tennessee, Utah, Virginia, and West Virginia. Many municipalities within these states, however, have enacted their own collective bargaining ordinances.

Montana and Vermont are the only states in which police may strike. In a 1974 Montana Supreme Court ruling, the court gave its consent to police strikes, guided by the fact that state legislation does not specifically prohibit such strikes. A 1967 Vermont state law allows police the right to strike, and a 1973 amendment establishes three conditions for a legal strike: (1) there must be a 30-day hiatus after the factfinder's report is given; (2) the dispute must not be one that has been ruled on by arbitration or that is subject to final and binding arbitration; and (3) the strike must not endanger the public health, safety or welfare.

Although some states do not have bargaining laws, collective bargaining may be regulated by an executive order (Illinois), and municipalities may have local regulations on guidelines for collective bargaining. In Florida, no enabling legislation was enacted until 1974, however, for several years prior to the legislation, Miami, Dade County, and several other communities established local ordinances for bargaining. In Illinois and Maryland, although no state legislation exists, municipalities do hold collective bargaining talks with their police employee organizations.

In Indiana, recently enacted collective bargaining legislation mandates that public agencies negotiate with public employees, but similar legislation to extend this right to policemen and firemen was vetoed by the Governor.

UNION RECOGNITION

Police unions have, as their first step, the goal of recognition by management. Recognition gives a specific public employee organization the authority to represent employees in a particular bargaining unit. Although in the 1960's municipal and police management tended to oppose unionization, they have begun to realize that unions have increased in numbers and power and that they must deal with them. The IACP has gradually changed its 1958 anti-union stand. In 1969 the Special Committee on Police Employee Organizations stated that chiefs should deal with employee concerns, particularly as a method to halt union inroads. In 1974, the IACP, Police Foundation and the Labor Management Relations Service held a National Symposium on Police Labor Relations. The issue of recognition was addressed in the guidelines developed at the symposium:

Recognition is the foundation of a collective bargaining relationship. We believe that the right to recognition should no longer be an issue in police labor relations, given the spread of employee organization and collective bargaining in the public sector. We feel, therefore, that employees have a right to form and be represented by responsible labor organizations of their choice, and that management should not interfere in the choice, of an organizational representative.⁶

This guideline was endorsed by the IACP, mayors, county executives and city managers who attended the symposium.

Addressing the IACP convention in September, 1975, District of Columbia police chief Maurice Cullinane also

advocated union recognition. Although departments may offer lavish benefits and improve management, Cullinane said

that given the trend to active, aggressive unions and the realistic view that no organization can provide such a panacea of contentment, the unionization of police officers will continue.

UNIT DETERMINATION

Once recognition has been granted, the next issue of concern is unit determination, defined as "a group of employees that have a mutuality of job interests and therefore bargain together with the employer."⁷

States with collective bargaining legislation define guidelines for unit composition and/or provide for the establishment of a state Public Employment Relations Board (PERB). The PERB has authority to determine composition if management and the union cannot agree. Often state legislation includes criteria to assist the Board in making these determinations which include an identifiable community of interest among a group of employees, the history of employee representation, and a definition of "Supervisor." Unit composition in states without legislation is determined through mutual agreement by union and management.

Management's position has generally been to restrict the unit to rank and file officers, while the unions have advocated the inclusion of police personnel of all ranks into one unit. Management does not want supervisory personnel to join a union, let alone be in the same unit with rank and file. Management's reasons for the restriction of bargaining units to patrol officers are explained in part by Chief Cullinane. Combined units cause

conflicts of interest for management and supervisory personnel; weakens management's ability to manage; hinders the day-to-day administration of a contract; and divides the loyalties of management and supervisors.

Furthermore, in a city with multiple units or one unit which includes supervisors, do the latter support management or the rank and file during work actions?

Most union organizations want all public personnel to become members and be included in the same unit. One exception is Edward J. Kiernan, ICPA President, who accepts the concept of separate bargaining units for supervisors and rank and file employees, because members of the same bargaining unit should not be on opposite sides during grievance proceedings. David Callison, President of the Portland (Oregon) Police Officers Association, however, argues that sergeants, lieutenants and captains are advisors, not supervisors. Callison asserts that on the street all police officers, regardless of rank, have equal authority. These officers do not have the authority to "hire, fire, promote, demote or suspend." He also sees a community of interest among these officers because their law enforcement responsibilities are the same. An indication of the widely divergent views held on this subject comes from a 1973 decision by the Vermont Labor Relations Board, excluding sergeants from the patrolmen unit because, among other things, they have authority to suspend.

When bargaining units proliferate for the various police ranks, management problems increase. It is time-consuming and costly to negotiate several contracts, and each unit wants what the others have. Management should not be a spectator watching the union determine the composition of the bargaining unit, but should attempt to forward its own interests by restricting the bargaining unit to members with a community of interest and by excluding supervisory and managerial officers.

The definition of supervisor varies considerably from state to state and municipality to municipality. The National Symposium on Police Labor Relations guidelines recommends these determinations be made on a "case by case basis," so that no employee with management responsibility be included in the same unit with line officers. Moreover, where legislation is silent on the definition of a supervisor, the parties should negotiate to determine the bargaining unit. If the negotiation fails, the Symposium recommends that the parties submit to voluntary arbitration. They further recommend that if a jurisdiction is in the process of establishing public employee legislation, that such legislation allow for the establishment of an administrative agency to decide unit composition. (ICMA's 1975 statement on Management/Labor Relations recommends excluding supervisory, managerial, or confidential employees from any unit.)

When deciding which employees will form a unit, two distinctions are generally made: (1) between line and supervisory employees and (2) between "uniformed, civilian, part-time and probationary personnel" within a department.⁸ In small police departments, the bargaining unit tends to include patrolmen, sergeants and lieutenants. In Pennsylvania there is no clause prohibiting any police personnel from inclusion in one unit. Because of this, in West Chester, Pennsylvania, for example, the chief is included in the same unit with rank and file officers. Large cities usually have several bargaining units, although Tulsa, Oklahoma has only one unit for all employees from patrolmen through majors. In Detroit, patrolmen are in one unit, and sergeants and lieutenants are in another. In Washington, D.C., however, both patrolmen and sergeants are included in the same unit.

Many states allow supervisors to form their own bargaining units. The Michigan Employment Relations Commission ruled that a bargaining unit composed of lieutenants, captains and deputy chief is legal. Under Michigan's public employee legislation, supervisors and executives may bargain, provided that they are in a unit separate from the employees they supervise. The police chief and sole police captain in Waterford, Michigan, wanted to form their own unit. The Michigan

policy-making authority; his input into policy is as a "recommender."

Oregon excludes supervisors from coverage in its public employee bargaining statute. The Oregon Public Employee Relations Board has ruled that while "directing" an employee does not indicate a supervisory position, enforcing discipline and settling grievances does. In Corvallis, sergeants and lieutenants were declared supervisors because they have the authority to discipline and resolve grievances. In Ashland, sergeants were not termed supervisors because they need not exercise independent judgement, but rather perform only routine tasks.

A similar decision for Melvindale, Michigan sergeants was given by the Michigan Employment Relations Board. Because all decisions come from the chief or lieutenant, sergeants are not supervisors but rather do routine police patrol work. An Iowa PERB decision in April, 1975, prohibits Cedar Rapids police lieutenants from inclusion in a bargaining unit composed of sergeants, patrolmen, clerks, custodians, radio operators, garage mechanics and aides because the lieutenants are supervisory personnel. In 1973, the New Jersey Supreme Court upheld the PERB decision to allow detectives and investigators in the Bergen County prosecutors office the right to bargain with the county independent of other county police employees. And in 1973 the Vermont Labor Relations Board ruled that civilian dispatchers supervised by sergeants, have the option to join the patrolmen's bargaining unit.

PREPARATION FOR NEGOTIATIONS

Public sector bargaining differs from that of private industry in important areas. In the first place, public sector unions bargain within a political framework since elected officials remain in government by the vote of the electorate. Furthermore, police union negotiations are multi-lateral in nature. The union's employers include some or all of the following: the police chief, the city manager, the director of public safety, the personnel and budget directors, civil service commission, mayor and city council.

In the past, management has not taken a strong position vis-a-vis police unions. Management has traditionally been a "reactor" rather than a co-equal and has acceded to unreasonable union demands, imposing severe management problems on the chief and the city manager.

Until recently, management continually gave police unions privileges other municipal unions did not receive, such as significantly higher pay raises, educational incentive pay, off-duty court time, and shift differential pay.⁹ Because municipal budgets have become extremely tight and because management is taking full advantage of its own rights, police unions are no longer able to make demands and have them granted so readily.

Preparation for negotiations are as important as the talks themselves. Police administrators often have not taken an active role in these preparations, although as the chief administrative officer of a department, the police chief has the right and obligation to provide input to the bargaining team. Frequently, their exclusion ensured a united management front at the table. Because of close identity and affiliation with the rank and file and because for many years the chief not only presented to management the department's salary

"There is no right to strike against the public safety by anybody, anywhere, anytime."

Calvin Coolidge

Employment Relations Commission denied the request because the chief prepares the budget and establishes policy. Therefore, he is an executive. The captain, however, was given permission to join a supervisory unit because he lacks

requests but also endorsed them, management has not been sure where the chief's interests lie.

Police chiefs are often unsure of their own role because they continue to maintain a close identity with rank and file members. There is little job mobility among police departments. An officer invariably stays with the same department throughout his career, rising slowly through the ranks. Chiefs share similar experiences and feelings with their men and often must rely on them for their lives, resulting in cohesiveness within departments. The entrance of labor unions, with patrolmen making economic and management demands, has often placed the chief in an awkward position.

A further concern of the chief comes from poor communication with the chief administrator and council. Often the manager and chief will disagree on management policies and methods of administering the department. Until recently, law enforcement has not been among the top priorities, nor has the manager been trained to deal with law enforcement problems and controversies. Police chiefs have often succeeded in building their departments into powerful independent units not accountable to either the manager or the public.

Moreover, because unionization is a recent occurrence within the public sector, police chiefs, as well as municipal officials, are as yet not completely comfortable with collective bargaining techniques. Many chiefs have been hesitant about asserting their own rights and interests.

Furthermore, police chiefs should be included in pre-negotiation preparation because they must ultimately carry out the contract's provisions. In the past, management rights have been bargained away, often causing problems in effectively operating the department. Usually, in such cases, the chiefs were not consulted. Local public officials may have been so concerned with economic proposals that management prerogatives were offered as trade-offs causing contract administration problems. The input of police supervisors is also crucial in the negotiation planning stage. Supervisors at all levels are now more aware of contract administration problems. They are aware of new problems and areas of concern that the rank and file have raised since the previous contract talks. They are in the best position to know how well the contract works. In addition, their participation in the pre-negotiation stage will provide better support for administration of the new contract.

The chief should not be a member of the bargaining team. His role is rather one of an advisor. The National Symposium of Police Labor-Relations guidelines also recommends that the chief

take an active role in the collective bargaining process, but not necessarily as a participant on the management bargaining team ... the chief should participate as a key decision-maker in pre-negotiation sessions to establish guidelines.

They further recommended that he serve

as an advisor and/or expert witness to the management bargaining team.

The National Advisory Commission on Criminal Justice Standards and Goals for Police recommends that,

every police chief executive should insure that he or his personally designated representative is present during all collective negotiations involving the police agency, and that he is allowed to protect the interests of the community, the police agency, and all police employees. (Standard 18.3)¹⁰

After the initial contract has been in force, both chief and subordinates are in the best positions to evaluate how well it operates. According to Stephen May, former Mayor of Rochester, New York,

this feedback provides the rationale for exercising or altering provisions which have had a detrimental effect on departmental operations and/or labor-management relations and for altering the contract to meet the changing needs of police agency.

There are numerous reasons why the chief should not be on the team. Because he rose through the ranks, and because there is often a sense of identity with the rank and file, the team might not present a united front. Furthermore, the chief must implement the contract. If negotiations are strained, the chief's role as manager can be severely hampered. A representative of the chief, however, should be part of the team. Stephen May suggests that this representative be from middle management, have administrative responsibility for the implementation of "non-monetary terms and conditions of the contract and who will interact on a daily basis with the employees." If the department is large enough to have its own labor relations specialist, that person should represent the chief. Regardless of who the chief selects, the representative should be of sufficiently high rank to carry the authority of the chief and be of equal rank with the other team members.

City managers or CAO's should also not be part of the team. Besides being too time-consuming, talks may become "personality" rather than "issue oriented" if the administrator is on the team.¹¹ If negotiations take on an adversary role, the administrator might become a scapegoat, thereby preventing an effective job from being done. Both parties may also try to use the administrator as a "peacemaker" or to break a deadlock during negotiations if this person is not on the team.

Members of the city council should also be excluded from the team. Police unions have successfully used politics to achieve their bargaining aims. If elected officials were on the team, their position would be seriously compromised. John Hanson, President of the National Public Employer Labor Relations Association, also points out that it could

reduce their ability to function as respected policymakers because they often may be compromised at the bargaining table and subsequently cannot deliver the rest of the policymakers' votes.

Elected officials are, however, the ultimate authority on accepting or rejecting the final package offer.

SELECTING THE TEAM

Both jurisdictional size and type of government influence the composition of the bargaining team. In cities with a population of 500,000 or more, *Personnel Practices in Municipal*

Police Departments,¹² indicates that the mayor or chief city labor negotiator usually represents management. In cities with 250,000 – 500,000 population, no preference emerged from among the city negotiator, mayor, manager, police administrator, personnel director or other combined methods of representation. In cities of 150,000 to 250,000, the city council or a management team was used most frequently. Police chiefs, police commissioners and public safety directors in cities of 500,000 – 1,000,000 assist with twenty-five percent of all negotiations in those cities; in cities of 100,000 – 250,000, police management is involved in twenty-two percent of all negotiations.

The UDS report further concludes that in cities with a weak mayor government, the personnel director, finance director and/or city council generally assume the critical labor negotiation roles. Cities with the council-manager plan tend to use a professional labor negotiator or provide their own personnel for the bargaining team.

A 1974 survey conducted by the International Personnel Management Association found that ninety-four percent of the 137 cities responding said that negotiations were conducted by a central authority, with the city manager and personnel director serving as chief negotiator in a majority of contract talks. Management team composition included the personnel director (in sixty-nine percent of all negotiations); department head (forty-five percent); labor relations officer (thirty-six percent); attorney (twenty-nine percent); budget representative (twenty-nine percent); city manager (twenty-eight percent); assistant city manager (twenty-eight percent); and the mayor or chief executive (three percent). The survey results indicate that team composition with less than four members includes a personnel representative, agency head and labor relations officer. Teams with four or more members include one or more of the following: attorney, budget representative, mayor, city manager, or assistant city manager.

Much has been written about who should be on the management team. If the city does not have a labor relations expert, many authors suggest hiring one as chief negotiator or advisor. However, Sam Zagoria, in *What You Need To Know About Labor Relations: Guidelines for Elected and Appointed Officials*, describes some of the pitfalls inherent in hiring an outside negotiator.

Some practitioners like to be paid by the hour; the city then worries about consultant-made, dragging-out procedures. Some practitioners propose a flat rate; then the city worries about whether the settlement comes too quickly, at the expense of municipal interests.¹³

Most authors agree though that the team should include the municipal attorney, a finance expert, personnel representative and representative of the police chief, all of whom serve under a chief negotiator who should be a labor-management relations expert. Some states establish criteria for bargaining team members. Pennsylvania, for example, prohibits local, state, or national organization representatives from representing management in negotiation with that organization.

The selection of the chief negotiator often means the success or failure of negotiation. The negotiator may be an outside professional or a city employee. John Matzer, (village

manager, Skokie, Illinois) an authority on management/labor relations, recommends that the negotiator be persuasive, patient, a good listener, have strong communication skills, be tactful and firm, have a thorough understanding of the city's organizational, legal and financial structure and be well-informed about the police department's problems and operations. Additional traits a negotiator needs, according to Sam Zagoria, include honesty and openness to create a feeling of trust between both sides.

Police employee organizations are usually represented by elected officials of the organization. Some unions choose their president as chief negotiator. Some organizations employ a private attorney who handles their legal work to serve as chief negotiator, as a member of the team or as an advisor. With increasing frequency, police unions are being represented by professional labor relations specialists, some of whom are affiliated with the national organization. Often the make-up of the management team helps the union decide their composition. Charles Maddox, Florida State Police Benevolent Association president, recommends that if management hires a professional, the union should do the same. If management does not hire an expert, he suggests that the union do so because

negotiations can at times become heated, and the bitterness that lingers on after [bargaining has] been completed may portend badly for an officer's career. . . .

The management team should receive its guidelines and limits from the city council. Because the issue of increased wages and fringe benefits is more important to police than ever before, the council should establish fiscal limits. Furthermore, police, through political maneuvering and the use of lobbying, have been successful in obtaining personnel concessions they were unable to win at the table. To avoid such occurrences, management and the council must have a firm agreement on the authority of the bargaining team. The authority of the team should be clearly spelled out during the preparatory stage

“ . . . police and fire protection are too sensitive to be cut off, and leave society open to frightening developments. . . . ”

Jerry Wurf

and will allow them to be more assertive. Regardless of the team's restrictions, they should be able to make realistic commitments to contract provisions, within the framework established by the manager and council.

Once the bargaining team has been chosen, extensive preparation begins. Police unions are tough opponents during bargaining sessions. They are seeking higher wages, additional fringe benefits and a say in management. Inflation has wiped out most officers savings, and salaries do not keep pace with the spiraling cost of living. Police officers are seeking security through increased salaries and additional fringe benefits. In increasing numbers police officers are taking associate and bachelor of arts degrees. They want and are demanding,

through collective bargaining, dignity and respect as law enforcement officers. To counter union demands, preparatory research is necessary. A checklist of items to include follows:

1. Anticipate union demands and prepare counter-proposals.
2. Review contracts and arbitration awards negotiated in neighboring jurisdictions or jurisdictions with similar characteristics and concerns. Information sources include the IACP Labor Relations Reporter, which regularly prints contracts, and the U.S. Department of Labor. Look at the demands unions are making and management is accepting.
3. Review departmental regulations and procedures with an eye to determining management and supervisory problems, as well as those regulations and procedures that the officers ignore and refuse to follow.
4. Review union campaign literature to determine what promises have been made to members.¹⁴ Be familiar with the union's past achievements and the leaders' strengths and weaknesses. New unions are often more difficult to negotiate with because they must "prove" themselves to the membership. Know the union's organizational structure and how much authority the representatives have to make promises.
5. Be familiar with local and state legislation regarding collective bargaining requirements and management rights.
6. Federal and lower court laws have recently ruled on such issues as discipline, manning and investigatory questions. If these areas arise, research the relevant laws.
7. Keep complete and thorough records of all grievances filed. Often these grievances become union demands. Grievances also may be the result of confusion over meaning or intent of a specific provision. If this is so, prepare a revised clause for inclusion in the forthcoming contract.
8. Review previous contract talks. It is possible that demands the union did not insist on last time may become firm demands this time. If an impasse occurred before, review the eventual settlement to understand the process by which agreement was reached.
9. Review supervisory officers recommendations regarding the practicality and feasibility of management's proposals, as well as their suggestions to alter troublesome and unsuccessful provisions in previous contracts.
10. Have information readily available on the departmental operations, work schedules, seniority lists, fringe benefits, employee classification, work location. Also learn the status of the department within the community and what the major areas of concern are.
11. Review economic and labor market data for current costs and trends.
12. Compile data on the police officers, including "age distribution charts; length of service distribution charts, pay step distribution charts showing the number at each step; pay escalation charts showing improvement over various number of years, data on turnover, absenteeism, and average over-time; and the average wage rate for hourly employees."¹⁵ In addition, have available the dollar cost to the city of fringe benefits.
13. Insist on receiving the union's proposals in writing,

establishing a cutoff date after which no further proposals will be accepted. Sam Zagoria asserts that "union negotiators should be expected to explain and justify each union proposal. In the process, management members will begin to separate those proposals which are really meant from those which are 'eyewash' to placate only a few employees or to be used as trade offs." Be sure that the police chief and line officers react and suggest alternatives to proposals directly affecting their ability to manage. Chief Cullinane recommends that each demand be subjected to the following questions, "What is the purpose of the demand? What effect would the demand have if granted? What would be the mechanics of carrying out the demand if implemented? How fair is the demand? How workable is the demand?"

14. Formulate your own objectives. Collective bargaining is a two-way street. Management should present for discussion proposals that make its job more efficient and productive. Most unions care little for productivity concerns of management. If the union wants economic concessions, they must accede to management's requests for quality work.

15. Establish ground rules:

- (a) determine the timetable for negotiations taking into account such factors as end of fiscal year, release of budget and elections. Avoid talks during elections because the union will use its political support for particular candidates to its own advantage. According to Stephen May, if talks occur when the budget is released, a "contest" ensues between management and the union to determine who can hide and find hidden contingency funds to cover projected salary increases. It is helpful to begin talks at least six months before the contract expires and if possible to avoid starting them near the close of the fiscal year to avoid the year-end crunch and to allow legislation to be enacted, should that be necessary.
- (b) Determine whether the talks will be open or closed to the public. The Symposium recommended guidelines which "oppose opening negotiations to the public or press. Public involvement inhibits free collective bargaining and encourages negotiators to play to the galleries rather than addressing themselves to contract issues. . . Provisions for public negotiations should be excised from existing legislation, and that this practice be excluded from the realm of public sector labor relations." In dealing with this issue, the ICMA statement on Management/Labor Relations concurs, "In states where laws require that all or some meetings among elected or appointed public officials be open to the press and the general public, a law governing local government labor relations should specifically permit private meetings of public officials on matters dealing directly or indirectly with negotiations." Florida recently enacted 'sunshine' legislation but exempted public employment collective bargaining sessions. The State Attorney General, however, ruled in 1975 that meetings between the city manager and city council to discuss the city's stand on

unionization must be open to the public. In this way, unions have more access to influence on collective bargaining policymaking.

IPMA survey results found that ninety percent of the respondents conducted private negotiations, and eighty-one percent barred observers. Almost fifty percent said that press releases were issued at the close of each session. Less than ten percent said that publicity impeded progress.

If negotiations are open, each side may be forced to assume a rigid position, thereby eliminating compromises on delicate issues. On the other hand, there is a growing awareness of the role that citizens play since the contract agreement ultimately affects them through taxes. Should citizens be represented by an observer or as a representative separate from either management or the union? Most labor relations practitioners argue against their involvement. They assert that citizen rights are protected by state labor relations boards and by elected local officials and that there is a possibility that the parties would not bargain in good faith. To allow citizens input into bargaining, management can hold public hearings so that various groups have the opportunity to express their views.

Press releases can be a sensitive area and one that police unions have used to their advantage to rally both legislative and public support. To ensure that both management and the union are on equal footing, insist that press releases be issued only on a joint basis during the talks.

- (c) Determine the time and place for negotiations. Some of the issues to be addressed are: the daily length of sessions should not be overly long in order to avoid fatigue and a heavy agenda; payment of police union negotiators if talks are held during work hours; place of meeting place should be on neutral ground and private, or if open sessions are held, a room large enough to accommodate observers is necessary.
- (d) Work out an agenda in advance. In order to accomplish this, the union must have presented all its demands prior to the start of the sessions. This will eliminate "surprise" packages at the table.

AT THE TABLE

Because there is extensive literature dealing with collective bargaining sessions, this section will provide a brief summary of both management and police union positions. The process of collective bargaining is an admission by both management and the police that there are problems in their working relationship. Collective bargaining is the technique whereby these problems are aired and settled to the mutual satisfaction of both parties.

Regardless of the employee organization involved, there are certain elements common to all negotiations. Although there are no hard and fast rules under which the session are conducted, both sides must be willing to bargain in good faith. Good faith implies sincerity in wanting to reach agreement on a contract. Charles Maddox, President, Florida Police Benevolent Association, describes "good faith as a solution to the

problem of bargaining without substance . . . and places a high premium on the integrity of participants, . . . often carrying sanctions for those who illustrate bad faith." Other characteristics both sides should display include flexibility in using different bargaining strategies. Peter J. Byrnes, Chief of the Montana Labor Relations Bureau, believes that strategy should be based on "team composition, evaluation of union team membership, complexity of contract, assessment of union intensity over specific contract items, [and] management intensity over specific contract items." Negotiations must be flexible because sessions can become highly charged or complex, thereby requiring rapid strategical or tactical change. This does not, however, imply that one side must accede to the other's proposals, but it does imply a willingness to understand their position. There are several ways in which to show good faith — back up your position with hard facts; make concessions at the time they will do the most good; and treat the other party with respect.

Management and the union must each present a united front while negotiating with the chief negotiator, designated as the team's spokesman. If disagreements arise, the caucus is the place to air and resolve them. A united front is proof to the police employee organization that management has complete faith and confidence in the team's ability to agree on a contract.

Each side should designate one member as the recorder. The use of tape recorders may be an inhibiting factor to the parties to discuss problem areas openly and forthrightly. For some teams, a stenographer may also act as an inhibitor. Informal note taking though is important for each party to maintain in order to review daily progress and to prepare for mediation, should that arise.

In most sessions, the union speaks first because they have initiated bargaining, not management. It is the police union's responsibility to show proof that its proposals have merit and should be accepted. Management's responsibility is to explain its opposition to these proposals.

During the initial bargaining session, often called a walk-through, management asks the police union for specifics on the broad demands they submitted during the preparatory phase. When this occurs, the bargaining framework narrows considerably and gives management the opportunity to learn which proposals are union priorities and which ones are window dressing.

Maddox recommends that the police labor team not make overt or covert threats about employee job actions, neither slowdowns nor strikes. They may later be forced to back down, losing prestige, or they may be obligated to carry out the threat contrary to their real interests.

Management has not always taken a strong stand in demanding its own rights. However, during the past few years, an increasing number of bargaining sessions have been characterized by management demanding concessions from the union on a quid pro quo basis, such as increasing departmental productivity in return for increasing economic benefits for the unions. Productivity issues include civilization of dispatch and record-keeping functions, team policing, and shift assignment based on hours when most crimes occur. Other proposals management could request on a quid pro quo basis are the elimination or re-writing of previous contract clauses that

impair management's ability to run the department and the adoption of new policies such as lateral entry and minority hiring. Management's willingness to discuss these subjects indicates a desire to have mutual participation in upgrading the department and ensures future cooperation by the officers, since the contract is a binding agreement.

Management can and also should insist on a "management rights" clause in the contract. Management rights have not been uniformly defined. For example, is manning a management prerogative or is it negotiable because the safety of the officers is involved? Often when there is no agreement between management and labor, the state PERB or the courts decide such questions. Although specific issues may not be crystal clear, management should safeguard its managerial and supervisory authority.

Management rights clauses take one of two forms. The short form contains a general declaration of management's rights and includes a statement that all rights not specifically included in the contract are retained by management. The city of Providence, Rhode Island's short-form clause is one example:

The city of Providence shall retain the right to issue, through the Commissioner of Public Safety, rules and regulations governing the conduct of the police department; provided however, that no rule, regulation, general or special order shall abridge or supersede the provisions of the contract.¹⁶

The long form of a management rights clause elaborates the list of specific rights management retains under the contract. The City of Walla Walla, Washington and the Walla Walla Police Guild contract statement, which follows, is one example:

The management of the city and direction of the working forces, including the right to hire, retire, suspend or discharge for just cause, to assign jobs, to transfer employees within the Bargaining Unit, to increase and decrease the working force, to establish standards, to determine work to be accomplished, the schedules of operations and the methods, process, and means of operation or handling, are vested exclusively in the City provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this agreement.

Exclusive rights: The City has the exclusive right under this agreement, without prior negotiations with the Police Guild, to discontinue any part of its operations, transfer work from the bargaining unit and close down an operation, establish new jobs, eliminate or modify any job classification in accordance with the provisions of this agreement, provided employee displaced from jobs, as a result of the City's exercise of such right, shall be laid off in accordance with the seniority provisions of this agreement, and adopt and enforce reasonable rules governing the conduct of the employees.

Disputes: In the event any disputes arise in connection with the exercise of the above rights and disputes are submitted to arbitration, the only issue which the Arbitration Board may decide is whether or not the affected employees were laid off or terminated in accordance with

the provisions of this agreement. In no case shall the Arbitration Board have authority to vacate, modify, or change the City's exercise of its rights, or require the City to do such, (except as otherwise provided for in this agreement), or where a rule is involved, the Arbitration Board may require the City's decision of a rule which it finds is unreasonable or contrary to the express provisions of this agreement.

Where any part of the article comes in conflict with current or future civil service law or regulations such law or regulation shall apply.

Although a management rights clause may be the administration's single most important part of the contract, Maddox asserts that employee rights clauses are usually not necessary because their rights are defined by state and municipal legislation and through PERB and court decisions. If, however, there is an employee rights clause, it probably includes provisions that police officers have the right to join an organization of their own choosing and have that organization represent them in collective bargaining; union activity by employees will not cause management to harass or discriminate against them; and officers will have the right to submit grievances.

ISSUES

Police employee labor organizations are concerned primarily with improving their economic and job conditions and having a voice in management and administrative areas traditionally regulated by the chief. With regard to economic benefits, police are demanding increased salaries, overtime pay, comprehensive health insurance, longevity pay, more paid holidays, jury duty and call-back pay, shift differential pay, uniform and meal allowance, and tuition reimbursement. To improve job conditions, they are demanding longer vacations, funeral leave, false arrest insurance, a voice in uniform selection, more paid sick days, the use of departmental bulletin boards, and the establishment of grievance procedures. In management areas, they are seeking input into the number of patrol shifts, recruitment, promotions, seniority rates, duty assignments, transfers, and disciplinary hearings.¹⁷

Addressed below are some of the issues localities are concerned with today: salaries, union voice in management, residency requirements, productivity, and the Police Officer's bill of rights.

Salaries. On the issue of salaries, non-supervisory patrolmen wages have more than doubled between 1959 and 1973, half of which has been to accommodate inflation, the other half of which are real gains.¹⁸ These gains were more than twice as high as for workers in private, non-agricultural occupations.

Based on an ICMA survey in January, 1975, the average annual starting salary for full-time patrol officers was \$9,523 and the maximum salary average was \$11,438. They also found that wages are related to the size of the jurisdiction and geographical location. Cities with populations between 250,000 and 500,000 have higher beginning salaries than cities over 500,000, but the maximum salaries of both are comparable. There is a starting salary differential of almost \$1,700 between cities with 10,000 to 25,000 population and cities with 250,000 to 500,000.



Badges and identification cards being referred to officers at the conclusion of a strike. (Albuquerque, N.M.)

Geographically, the survey reports that salaries are highest in the West and lowest in the South. Average entrance salaries in the West are 15.8 percent higher than in the Northeast, 11.4 percent over salaries in the North Central area and 37.7 percent above Southern salaries. Suburban municipalities pay an average of 8.2 percent more in starting salaries than central cities and 26.1 percent more than independent cities.¹⁹

Of overriding importance to police employee organization is the increase in salaries and fringe benefits for its membership. In Washington, D.C., the police and fire fighters recently won an eighteen percent pay raise; in Pleasantville, New York they received a 6.5 percent increase, in Shrewsbury, Massachusetts, an eight percent raise; in Warren, Ohio, a seven percent increase; and in San Francisco, a thirteen percent increase.

Fringe benefits also account for a substantial chunk of a municipality's increased spending for law enforcement services. Police unions are demanding and, for the most part, are receiving up to three additional paid holidays a year, paid insurance prescription plans, increased uniform allowances as

high as one hundred dollars per year per man, educational incentive programs, additional vacation time, not infrequently accompanied by a reduction of hours in the work week, bereavement and funeral leave, time and a half for courtroom appearances, and longevity pay to begin after five years, rather than after ten years.

Not all union demands for pay raises and additional fringe benefits are met, however. An attempt by the union to have full Blue Cross coverage in Wayland, Massachusetts was defeated and in Shrewsbury, Massachusetts an educational incentive pay program was not granted. Shrewsbury Town Manager Richard Carney said that the officers

should pursue education as a means to improve themselves and thereby will gain promotion possibilities. There is no need to provide financial incentives for self-improvement.

Also in some cities that have recently encountered strikes, union wage demands have not been met by management.

Union Voice in Management. Most state labor laws establish the scope of collective bargaining. Many statutes provide that wages, hours and terms and conditions of employment are to be negotiated. The latter, "terms and conditions of employment" is often controversial. Management wants to interpret the clause narrowly; the union broadly. For example, if management orders the conversion from two-man to one-man patrol cars, the union, which opposes such action, argues that this condition of employment must be negotiated at the table. When agreement cannot be reached, the state public employment relations commission will resolve the dilemma.

In some instances, one party will be dissatisfied with the board's ruling and will take it to the state courts. At other times, police, as expert lobbyists, use their political leverage to achieve what they want.

In 1975, in New York City, the issue of manning and tour of duty was resolved by the Office of Collective Bargaining in favor of the Police Benevolent Association (PBA). The decision on manning stated that this "is a management right related to the city's power to determine the standard of service to be offered. However, because the PBA claimed that the proposed changes would affect officer safety, the city would be required to negotiate about the *impact* of these changes." The Office of Collective Bargaining said that tours of duty are "negotiable only to the extent that an employee might be required to work more than the standard 40-hour work week. But the PBA may not demand bargaining over the level of manning during a tour of duty."

A similar issue on promotion policy involved the "terms and conditions of employment" definition. In Michigan, the Court of Appeals recently upheld the Michigan Employment Relations Commission decision to require the city of Detroit and the Detroit Police Officers Association (DPOA) to bargain on criteria for promotion. The city had been opposed to bargaining on this question saying that promotion standards and criteria are not mandatory subjects for negotiations. The DPOA said they did not represent sergeants. Both arguments were rejected. The court decided that

promotion standards [are] . . . terms and conditions of employment. Promotions have a material impact on wages, hours and other conditions of employment.

Negotiating on promotion criteria does not impair the chief's ability to manage. Requiring the DPOA to negotiate, the court ruled that

even though the promotion would place patrolmen outside of the union's bargaining unit, the subject of promotions was so vital to the DPOA, it should be allowed to bargain over promotional criteria.

The decision does not require the city to accept union promotion criteria, but only to discuss the issue in good faith.

In Pennsylvania, a 1973 court decision ruled that mandatory physical fitness is not a bargainable issue, but rather falls strictly into the rights of management. Home pick-up and delivery of police officers going on and off-duty has also been determined not to be bargainable and not subject to arbitration.

In Shrewsbury, Massachusetts, the union, during contract talks, demanded that non-union officers must pay an agency service fee. Legislation requires that when an employee organization becomes the legal representative for some members, that organization must represent all members of the department. If the city agreed to the request, this fee would become a condition of employment and any officer who didn't pay the dues would lose his job. The city prevailed.

Residency Requirements. Another managerial issue that is receiving attention is the residency requirement. Management argues that there is a special relationship between the police department (as well as the fire department) and the city in that off-duty officers must be readily available during emergencies. Chicago, Indianapolis and Philadelphia all have mandatory residency requirements. During 1974 contract talks with the DPOA in Detroit, an impasse developed because the DPOA wanted to negotiate on the residency requirement and the city refused. A compulsory arbitration panel ruled that, in the collective bargaining agreement between the city and the DPOA, "all members of the bargaining unit shall be residents of the City of Detroit."

In Inkster, Michigan, the city appealed a compulsory arbitration award which ruled against the residency requirement imposed by the city. The city claimed that Inkster

residence is a reasonable condition of employment for the benefit of the community and not unjustly restrictive.

The Teamsters position was that the requirement was not imposed uniformly. The Wayne County Circuit Court, ruling against the arbitrator's decision, stated that during the hearing there was no discussion of residency requirements infringing on officers personal freedom and that the State Supreme Court had ruled a year earlier in the DPOA case that such requirements were constitutional.

Productivity. Productivity bargaining was briefly mentioned earlier as a management technique to improve police performance in exchange for approving higher salaries. The issue of productivity in policing poses a formidable challenge to municipalities. While citizens clamor for upgrading the quality of police services, they also are adamantly against raising taxes. At the same time, police employee organizations are demanding salaries hikes, additional fringe benefits and longer vacations.

Police departments traditionally have not used productivity measures to improve service delivery. Rather, when the crime indices rose, police chiefs demanded additional personnel and had little or no trouble obtaining authorization. Law enforcement agencies have traditionally been closed shops and have been accountable to neither municipal administrators and politicians nor to the public. No one argued with a police chief who justified adding personnel or increasing the budget when it was for the public's "security" or "safety." Furthermore, Edward Hamilton, former New York City deputy mayor states that

decorum . . . demanded preservation of the fiction that any role in management by elected authorities is illegitimate, that these forces operate above the political process, and that their inner workings are at the same time so efficient

and so technologically arcane that there is neither need nor external capacity to examine them.

During the late 1960's municipal finance and citizen outcry demanded that police departments justify their operations. With accountability to the public rising, police chiefs began to develop new operating procedures with an eye to improving productivity.

George Kuper, acting executive director of the National Commission on Productivity and Work Quality, describes productivity as "the relationship between the resources and the results produced." Productivity improvement implies "getting more and better results from the resources consumed, or using fewer resources to maintain a basic level of output." When implementing productivity measures in law enforcement agencies, one note of caution must be addressed. A police officer's job, the bulk of which is human relations, does not lend itself — nor can it be reduced — to quantifiable standards and measurements. Officers, in performing their duty, rely heavily on their own judgment and discretion in enforcing laws, preventing crime and maintaining order. Productivity

"A strike of policemen of a great city, leaving that city at the mercy of an army of thugs, is a crime against civilization."

Woodrow Wilson

programs often run into trouble if police managers measure the number of arrests each officer makes in a one-month period. Each incident or possible arrest depends on unique circumstances and the officer's discretion. Although officer performance is not a suitable criterion, measuring police work and overall department effectiveness are criteria that merit attention.

Police administrators, however, can and are improving productivity in several areas: civilianization of clerical operations and highly specialized functions; training in such subjects as counseling to enable officers to provide crisis assistance; deployment of manpower during peak periods of crime; personnel changes such as providing for lateral entry and minority recruitment.

Productivity in collective bargaining remains a sensitive issue for both management and the unions. There is no doubt that the officers, because of their wide discretionary powers, can effectively sabotage programs and orders that come from the police hierarchy. Management should, therefore, keep the lines of communication open regarding proposed programs and policy changes to work with the officers as a means to securing their cooperation.

Although a few police employee organizations are in favor of productivity bargaining, most are opposed to it. ICPA president Edward Kiernan does not wholeheartedly oppose such bargaining, but he is concerned with "the safety of our members" and therefore will not negotiate the issue of one-man patrol cars.

Rank and file union members are militantly against bargaining on productivity issues. Union leaders, however, are caught in the middle. To retain their positions, they must

negotiate favorable contracts. Accomplishing this depends substantially on their public image and support. The public has all the information on the wage and benefit packages of both sides. The union must present itself as reasonable and therefore cannot loudly proclaim its anti-productivity stand. A union negotiator therefore, as pictured by Edward Hamilton,

generally adopts a cautious, wait-and-see posture; he declares himself generally favorable to the principle of productivity improvement, but suggests the gravest doubts that the ninnies on the management side can evolve changes which make operational sense. He then plays his negotiating hand on a case-by-case basis, agreeing to changes where he believes he is buying something worthwhile, where public understanding support of the proposed changes are greatest, and where he has a reasonable hope of delivering his membership.

Productivity bargaining can be facilitated by management in several ways. When other municipal unions have accepted productivity bargaining, it is harder for police not to negotiate such proposals, especially when management talks of comprehensive municipal productivity. When the bargaining unit composition is rank and file, management is less concerned by strike threats because sergeants will not be included, thereby providing additional manpower for department operations. And, where arbitration procedures are binding, most arbitrators favorably consider management's proposed salary increase in exchange for performance improvement. For the unions, an impartial arbitration decision makes productivity programs easier to accept than when management wins the issue at the table. When management and union agree to include productivity provisions in the contract, which is binding on both parties, police officers must, in good faith, carry out the programs as best they can.

The Police Officer's Bill of Rights. Inquiries into alleged police misconduct, brought either by a citizen or a fellow officer, are handled through internal investigations. During the past ten years, widespread disagreement has arisen regarding the legal and administrative authority police supervisors should have in these interrogations, as well as the police officer's right to engage in political activities and hold second jobs. The union position on interrogations is that officers' civil liberties are flaunted and denied at these hearings. Consequently, demands for the inclusion of a 'police officer's bill of rights' into collective bargaining contracts have become prevalent. Management's position, as expressed by John Burpo, contends that the interrogation is "not a criminal proceeding and the rights afforded to criminal defendants during a criminal proceeding are not necessarily applicable in a police disciplinary case."²⁰

The core issues regarding the police officer's bill of rights focus on the interrogation including:

- (1) the time and place of the hearing;
- (2) the extent of information the police officer has regarding allegations and the complainant's name;
- (3) the option of having legal counsel present;
- (4) the use of threats of disciplinary action to obtain information;
- (5) the use of mandatory polygraph examinations; and
- (6) the recording of the interrogation.

Although some states and jurisdictions have enacted legislation covering all employees, many municipalities include the bill of rights in the collective bargaining agreement. To date, Florida and Maryland have enacted police officer's bills of rights. The Florida statute ensures procedural reasonableness; ensures the right to counsel who will be present during an interrogation; prohibits the department from taking action against an officer without a written statement elaborating the reasons; and establishes a three-board panel to rule on case disposition.

In King County, Washington, the county council enacted a police officer's bill of rights for all county law enforcement personnel. Provisions of the law are more specific than those in Florida. Some of the provisions include officers being told the complainant's name and the name of the interrogating officer being told that disciplinary action may be taken since the alleged complaint involves a criminal offense or misconduct; and undergoing interrogations within a reasonable time frame and with no coercion or intimidation. Municipal bill of rights contract clauses are similar to the Florida and King County statutes, elaborating all the rights police officers are to be accorded.

STRIKES

When collective bargaining talks break down, two alternatives are open to the parties: strikes or mediation, fact-finding and/or arbitration. In Cincinnati, police officers refused to write tickets; the issue — a wage dispute. In Prince George's County, Maryland, more than one-third of the 800 officers called in sick, turned their cars in for minor repairs, and on calls for shoplifting and larceny, officers made hour-long investigations. Wages were the center of the dispute here as well. In Bayonne, New Jersey, police were joined by firemen and public works employees in a 'blue flu' to protest a proposed wage cutback. Napa County, California deputies held a three-day work stoppage to protest the county's wage offer and refusal to grant overtime pay. In a 'brown flu' in Walworth County, Wisconsin, half the deputies on each shift called in sick for four days. Again, the primary issue was wages. In all these cases, the slowdown or strike achieved wage increases the officers were requesting.

In, however, both Albuquerque, New Mexico, and Skokie, Illinois, which experienced strikes in July, 1975, union demands were not met. Officers in both jurisdictions received raises initially offered by management. These cities' stands appear to be an emerging trend on the part of municipal administrators. The threat or fear of strikes by public safety personnel does not carry the force it once did. Cities have realized that they can survive a police strike, often emerging with no serious problems. Crime does not increase, and the public adjusts to a reduction in service, often requesting only emergency assistance. In some jurisdictions, the cost of paying contingency support personnel is less than what they would pay in police salaries. David J. Lindquist, assistant to the city manager in Vallejo, California echoes the sentiments of a growing number of administrators by saying

If a city can provide service during a strike, the city can almost guarantee that strikes will not occur again.

Management is usually under pressure to settle a strike from citizens and the city council because there is a serious curtailment of services, however, this pressure is eased and management's position is strengthened when the municipality can provide continuous assistance. More and more cities are developing strategies to ensure minimal disruption of service during job actions.

Police unions, as well as other public employee organizations, have recently come in for criticism by the public, press and politicians. Through political pressure and strike maneuvers, unions win large financial packages with what seems to be little regard for a city's financial situation. Pollster Louis Harris, addressing the 1975 U.S. Conference of Mayors' Convention said, "It can now almost be guaranteed that some surprising candidates will emerge running on a platform which says that the modern city can no longer survive with stand-pat trade unionism as usual."²¹

Sam Zagoria commented that, "There are efforts under way to treat strikes as if they weren't the end of the world, and to refuse to be forgiving about those who conduct them."²²

A Gallop poll conducted in September, 1975 emphasizes this feeling. By fifty-two percent to forty-one percent, those surveyed said police should not be allowed to strike. According to the responses, Gallop suggests that there is a

feeling . . . that public employees should relinquish [strike options] when they perform vital health and life-related roles in society . . . the growing power of public employees' unions, dramatized by strikes across the nation, will add greatly to the financial crisis threatening many cities.

A Harris Poll taken in the spring of 1975 found that fifty percent said police do not have the right to strike. And in Los Angeles, in September, 1975, a poll of 499 area residents found that forty-nine percent said police don't have the right to strike, while forty-one percent said they do, with support for strikers strongest among citizens twenty-five years old and younger.

Although these polls indicate a trend away from support for police union strikes, a survey in Albuquerque conducted during the strike provides different results. A full seventy percent of the residents surveyed indicated that there was no reason why police shouldn't strike for higher salaries, and forty-two percent said that striking police officers need not obey the court injunction to return to work. Furthermore, a majority of respondents did not believe the city's position that they could not meet union wage demands.

With public opinion and public administrators re-evaluating their positions on strikes, the unions may be forced to become less militaristic in their demands. Jerry Wurf, AFSCME President, now believes public safety officers should not strike because

police and fire protection are too sensitive to be cut off, and leave society open to frightening developments

and

when people are concerned about the reliability of police and fire protection or the response to an ambulance call,

then the possibility of developing fair and rational relationships between public workers and their management is thrown into jeopardy.

Wurf now advocates binding arbitration as a replacement for strikes. And the president of New York City's Sergeants Benevolent Association, Harold Melnick, asks

Why punish the people if a city administration is at fault?

Although strikes are forbidden in almost all states, in city ordinances and in police department regulations, police unions have not been deterred from participating in strikes and slowdowns. Even court injunctions have not been obeyed. These injunctions are often not enforceable, therefore they do not help the parties reach a compromise agreement. And when an agreement is reached, union demands for amnesty negate any sanctions the court may have imposed. Furthermore, union leaders may overtly request their members to return to duty, while covertly urging them to continue striking.

Police have several options through which they express dissatisfaction and discontent, as well as apply pressure, short of an outright strike. They have the right to picket city hall or the police department when not on duty, and they can draw attention to intra-departmental problems through media exposure. Police frequently use the work slowdown or speed-up to call attention to their disagreements with management. In a slowdown, officers do not issue traffic tickets, causing a loss of a steady source of municipal revenue, or they follow each procedure and rule to the smallest detail. A work speed-up occurs when officers write traffic tickets for every infraction no matter how minute. In one Massachusetts town, officers and their families used economic pressure in boycotting the stores during a weekend. Shopowners lost an estimated \$7,000 in revenue and pressed the town to reach agreement with the police department.

Because police are forbidden from striking, they have created the "blue flu," where the majority of officers suddenly

"If a city can provide services during a strike, the city can almost guarantee that strikes will not occur again."

David J. Lindquist

find themselves too ill to report to work. Although they are theoretically not on strike, they do not provide service.

These job actions represent a failure on the part of both employees and employers to reach a mutual understanding through the collective bargaining process. Union members may strike when there is disagreement on only one issue. That one issue, almost always wages, may only be the precipitating factor, but has been "preceded by a series of incidents or misunderstandings which caused hostility or distrust between labor and management," according to Charles Maddox. In Albuquerque, the police association went on strike ostensibly over a wage disagreement. Yet, a post-strike analysis revealed that there was deep hostility between the younger, more educated, more professional rank and file and the older, more authoritarian supervisors who did not allow the former input

into decision and policy-making. Underlying issues that most often lead to strikes are internal investigation procedures, poor grievance mechanisms, ticket quotas, and/or para-military departmental organization.

Although almost all strikes are called by unions, management can also use this method when they believe the union's demands are unjustified or constitute bad faith.²³ In so doing they may increase public support for their position and eventually reach a favorable settlement. However, ICMA's statement on Management/Labor Relations states that

Laws governing local government labor relations should . . . prohibit strikes by local government employees that directly or indirectly affect the public health, safety, or welfare.

When a strike occurs, management is faced with several options: obtain a restraining order or injunction; threaten and/or carry out disciplinary action such as demotion, reprimand, dismissal, or suspension according to Civil Service regulations; request a state labor board hearing on unfair labor practices; and/or continue to seek agreement through collective bargaining talks. In 1967, in Detroit, a temporary restraining order, accompanied by a legal suit against the union, brought a halt to the "blue flu;" but in Vallejo, California, in 1970, a restraining order was defied. In 1975 in Skokie, striking officers were dismissed. In cities that continue to hold talks, the unions will demand as a prerequisite for settlement that strikers be granted amnesty. For example, the 1970 Antioch, California strike gave amnesty to strikers, allowing them to charge their absences to accumulated compensatory overtime.

If management plans to dismiss striking officers, several issues should be considered:

1. The cause of the strike — did the union have a legitimate, unresolvable grievance or did they strike over a minor issue only to enhance their political power and prestige?
2. The length of the strike — did the strike last for several days or merely a few hours?
3. Is there an amnesty clause in the present contract which will prevent any disciplinary action from being taken?
4. What will the long-range internal impact be? Severe punishment may foster bitterness and antagonism among rank and file, thereby fostering continued antagonism between the line and supervisory personnel.
5. By firing strikers, will the quality of service be seriously reduced?²⁴
6. Will dismissal create further difficulty for labor and management to reach a negotiated settlement as a means of ending the strike?²⁵

Contingency Plans. Public employees use the strike more often today than ever before. Because of the service vacuum created by strikes, the value of having a contingency plan for immediate implementation cannot be overlooked. Recognizing this need, two resolutions dealing with this issue were passed by delegates to the 1975 National League of Cities annual meeting. One resolution recommends that cities develop contingency plans in the event of strikes and that, in

developing such plans, municipalities enter "into formal or informal agreements of mutual assistance with other communities" to provide continuing services during strikes. The second resolution recommends exploring the potential for obtaining state and/or federal funds to train special units as replacements for striking public safety personnel.

Have a strike plan ready to implement before a strike is even a remote possibility. When there is adequate preparation time, department heads can develop systematic plans, thereby reducing the risk of error when such plans are hastily drawn hours before a strike begins. Furthermore, if the union knows of the existence of a strike plan, they may decide not to go ahead with a job action because their chances of winning decrease and because the public may see the department is prepared to operate without them.

Paterson and Liebert suggest five key areas to consider when developing contingency plans:

- (1) legal considerations such as court orders and injunctions;
- (2) personnel rules and regulations insuring that, for example, there is a requirement that all employees are required to present medical certification for sick leave;
- (3) establish media communications with the public;
- (4) the striking agency's operational plan; and
- (5) a program to re-establish normalcy after the strike ends.²⁶

Although each of these elements is critical to a successful plan, this report will address only a police department's contingency preparations.

Although not exhaustive, the following is a list of items to consider when developing an operations plan:

1. How many officers will not strike? Will civilian dispatchers also strike? How many officers are needed to maintain essential services? Are there other municipal employees who can be relied on? If so, how many? Plan the number of men needed to cover each division and who they will be.
2. Draw up an operating schedule.
3. Determine service priority calls.
4. Determine the degree and type of citizen involvement wanted.
5. Establish a communications network to keep the public up-to-date.
6. Arrange for coverage by sheriff, highway patrol, state police, police reserves or neighboring municipality's police departments.

Although there is no certainty as to the number of officers who will strike, the bargaining unit composition is the basis for making an educated guess. If the unit covers only rank and file, sergeants can be counted on for key positions. If the unit includes civilian dispatchers, alternative communications plans, such as using citizens' band radio operators, should be drawn up. Department heads, the manager, city councilmen, and the county can also assist. In Antioch, California, the police station was manned by city councilmen and an administrative assistant, and sanitation and pond service were handled by the county, thus reducing the strain on municipal services.

Underestimate, rather than overestimate, the number of personnel who will work. Determine how many men will be

needed for patrol work, juvenile work, and other police services.

Most strike plans call for a change from eight-hour to twelve-hour shifts, seven days a week. All leave is canceled and all supervisory personnel are recalled for duty. In Antioch only three men did not strike. The workload was divided into three shifts — 7 a.m. to 7 p.m., 7 p.m. to 7 a.m., and the third had a split shift. Department supervisors operated throughout the city, ensuring that each call required police assistance before the officer was dispatched.

Because there will be limited manpower available, not all calls can be responded to. A service call priority list is essential. For example, in one southwestern municipality, calls that would not receive assistance include: non-injury motor vehicle accidents when vehicles are driveable; dog bite and animal calls; non-violent family or neighborhood disputes; any calls of a civil nature; petty larceny; abandoned cars, and minor traffic congestion problems.

In most municipalities that experience strikes, citizens are understanding and do not panic, and many police departments report a decrease in calls. Precautionary security measures can be relayed to citizens either through the media or in literature and, in some areas, citizens may form block watcher groups for patrol purposes. Through radio, television and newspaper communications, citizens will be informed of the current strike status. Such public awareness decreases a sense of panic and helps management increase public support for its position.

Many cities where strikes have occurred relied on police services from sheriffs' departments, highway patrol, state police, police reserves and officers from neighboring municipalities. Even if outside assistance is not necessary, such as in Skokie where supervisors and patrolmen worked twelve-hour shifts, back-up personnel should be included in a strike plan.

In Albuquerque, along with supervisory personnel, the sheriff's deputies provided law enforcement services, however, after five days they also went on strike. Because sheriff's departments, highway patrol departments and state police are themselves joining unions, they may not be able to be counted on during a strike. To counteract such an eventuality in California, the state has plans to train 1,200 national guardsmen to handle police services during strikes. Guardsmen will receive training in arrest and seizure and the use of handcuffs. This unit, the Law Enforcement Assistance Force, will have cars, uniforms and equipment similar to those of police officers.

Arbitration. Should negotiations reach an impasse, the union may choose not to strike, but rather to reach a compromise through mediation, fact-finding or arbitration. Most states with collective bargaining legislation include within the statute provisions for impasse resolution. Alaska, Nebraska, Minnesota, New York, Oregon, Pennsylvania, Rhode Island, South Dakota and Washington require compulsory binding arbitration for police. Iowa and Massachusetts mandate last best offer binding arbitration; in Michigan, there is last best offer binding arbitration only on economic issues; and in Wisconsin, parties choose either the standard or final offer binding arbitration. Maine's statute calls for advisory arbitration on salaries, pensions and insurance, but requires binding arbitration on all other issues. There is voluntary, binding arbitration in Vermont and Montana. In Nevada, the parties have the authority

to require a fact-finder's report to become binding. If both parties do not agree, either one may request that the governor make the report binding. In the remaining states' legislation there is impasse resolution machinery available if the parties agree to use it.

Public administrators are opposed to compulsory, binding arbitration. The ICMA statement on Management/Labor Relations endorses legislation providing for the "use of mediation, fact-finding and voluntary arbitration" but "prohibit(ing) compulsory binding arbitration." Management opposes compulsory, binding arbitration for several reasons. The foremost objection is that the collective bargaining process itself is reduced in importance when the parties know that unresolved differences will be submitted to arbitration. Moreover, an arbitrator has no responsibility to the public, yet their decision is binding on elected and appointed public officials who are responsible to the citizenry. It is these officials who must implement the settlement. In addition, compulsory arbitration does not prevent strikes when one party is not satisfied with the decision. The 1969 Montreal police strike is one such example. Finally, arbitrators also have little understanding of the impact their awards impose on municipalities, and they are, in many cases, completely unfamiliar with the locality's modus operandi and problems.

Police unions often favor compulsory arbitration. In Corvallis, Oregon, where public safety officers are legally permitted to strike, they are not subject to the state's compulsory arbitration statute. Both the local police employee organization and the IAFF oppose the ordinance.²⁷ Compulsory arbitration strengthens union power and strength. Unions can in effect use the collective bargaining arena to describe and clarify their position and negotiate half-heartedly. The unions believe that they will receive more from an arbitrator than from their public employer. Furthermore, unions perceive that the public will be less antagonistic about an arbitration award than a negotiated settlement where the union may have used pressure to reach an agreement.

This report has addressed several of the major issues that public administrators are facing vis-a-vis police employee organizations. The development and rapid growth of police unions during the last ten years has brought participatory management into traditionally organized, semi-military police departments. This participation is the result of negotiated collective bargaining agreements initiated by dissatisfied police officers. For the most part, the unions' demands have been met, often at the expense of important management rights. Recently, however, public administrators have shown resistance to such demands by requiring the union to accede to management proposals and by standing firm when the union threatens to or participates in a work stoppage.

¹Allen Z. Gammage and Stanley L. Sachs, *Police Unions* (Springfield: Charles C. Thomas, 1972), p. 3.

²*Police Unions* (Washington, D.C.: International Association of Chiefs of Police, 1958), p. 74.

³Gammage and Sachs, *Police Unions*, pp. 105-110.

⁴Winston W. Crouch, Public Safety Employee Organizations, Urban Data Service Reports, Vol. 3 No. 9 (Washington, D.C.: International City Management Association, September 1971), p. 4.

⁵Laurie Frankel and Mary Ann Allard, Personnel Policies in Municipal Departments, Urban Data Service Reports, Vol. 4 No. 8 (Washington, D.C.: International City Management Association, August 1972), p. 8.

⁶International Association of Chiefs of Police, Police Foundation, Labor Management Relations Service, *Guidelines and Papers from the National Symposium on Police Labor Relations* (Washington, D.C.: Police Foundation, 1974), p. 3.

⁷"Police Labor Relations (Part II)," (Gaithersburg, Maryland: International Association of Chiefs of Police, *Public Safety Labor Reporter*, February 1973), Features: 2-15.

⁸Mollie H. Bowers, "Collective Bargaining in the Public Safety Services," (Gaithersburg, Maryland: International Association of Chiefs of Police, *Public Safety Labor Reporter*, May 1973), Features: 2-40.

⁹John H. Burpo, "Improving Police Agency and Employee Performance Through Collective Bargaining (Part I)," (Gaithersburg, Maryland: International Association of Chiefs of Police, *Public Safety Labor Reporter*, August 1973), Features: 2-60.

¹⁰National Advisory Commission on Criminal Justice Standards and Goals, Task Force On Police, Police (Washington, D.C.: U.S. Government Printing Office, 1973), p. 457.

¹¹Charles C. Maddox, *Collective Bargaining in Law Enforcement* (Springfield: Charles C. Thomas, 1975), p. 40.

¹²Frankel and Allard, Personnel Policies in Municipal Police Departments, p. 18.

¹³Sam Zagoria, *What You Need To Know About Labor Relations: Guidelines for Elected and Appointed Officials*, No. 20 (Washington, D.C.: Labor-Management Relations Service, 1975), p. 9.

¹⁴Maurice J. Cullinane, "Recognition and First Contract Negotiations," speech presented before the International Association of Chiefs of Police Convention, (Denver, CO, September 1975).

¹⁵Zagoria, *What You Need To Know*, p. 10.

¹⁶Maddox, *Collective Bargaining in Law Enforcement*, p. 40.

¹⁷John H. Burpo, *The Police Labor Movement* (Springfield: Charles C. Thomas, 1971), p. 21.

¹⁸Amedeo R. Odoni, *Expenditure and Employment Trends in Large City Police Departments* (Cambridge, Laboratory of Architecture and Planning [1975]), p. 28.

¹⁹Carol A. Pigeon, Personnel, Compensation and Expenditures in Police, Fire and Refuse Collection and Disposal Departments, Urban Data Services Reports, Vol. 7 No. 4 (Washington, D.C.: International City Management Association, April 1975), pp. 1-4.

²⁰John H. Burpo, "The Policeman's Bill of Rights," *The Police Chief*, 39 (September 1972): 22.

²¹*The Wall Street Journal*, 12 December 1975.

²²*Ibid.*

²³James Baird, *Management Rights: Little Understood Little Used Quickly Lost*, No. 17 (Washington, D.C.: Labor-Management Relations Service, 1973), p. 10.

²⁴"Police Labor Relations (Part II)," Features: 2-22-23.

²⁵William McCarthy, "Key Issues in Police Unionism: Another Viewpoint," *Guidelines and Papers from the National Symposium on Police Labor Relations* (Washington, D.C.: Police Foundation, 1974), p. 68.

²⁶Lee T. Paterson and John Liebert, *Management Strike Handbook* (Chicago: International Personnel Management Association, 1974), p. 9.

²⁷"City Gives Police, Fire Strike Right," *LMRS Newsletter* 7 (January 1976): 6.

Appendix

RESOURCE GUIDE

Police Employee Organizations

Fraternal Order of Police
G-3136 West Pasadena Avenue
Flint, Michigan

Earl Bannister, Recording Secretary

John J. Harrington, President

Telephone: (313) 766-7185

International Brotherhood of Police Officers
2139 Wisconsin Avenue, N.W.
Washington, D.C. 20007

Telephone: (202) 965-4415

Alan J. Whitney, Executive Vice President

285 Dorchester Avenue
Boston, Massachusetts 02127

Telephone: (617) 268-5002

Kenneth T. Lyons, President

International Conference of Police Associations
1239 Pennsylvania Avenue, S.E.
Washington, D.C. 20003

Telephone: (202) 544-2700

Edward J. Kiernan, President

Management Organizations

1. International Association of Chiefs of Police (IACP)
11 Firstfield Road
Gaithersburg, Maryland 20760

Telephone: (301) 948-0922

Attention: Public Safety Labor Relations Center

IACP has two comprehensive publications on police labor relations activities. The *Public Safety Labor Reporter* provides monthly updates on legislation, court decisions and arbitration awards, articles on critical issues such as strikes, discipline, comparison labor data on wages and employment conditions, employment practices and reprints recently negotiated contracts.

The *Police Labor Review* is a monthly journal of current legislative, legal and contractual developments in policing.

The Police Labor Relations Service provides collective bargaining assistance, has developed model collective bargaining clauses, labor relations training courses, labor relations surveys and offers assistance in preparing for and testifying in arbitration hearings.

2. Labor Management Relations Service (LMRS)
1620 Eye Street, N.W., Suite 616
Washington, D.C. 20006

Telephone: (202) 293-6790

Sam Zagoria, Director

Roger Dahl, Assistant Director

The LMRS conducts national, state and local training programs, sponsors an executive level internship program, writes a monthly newsletter on current developments in public sector labor relations, has published 20 monographs on a variety of issues in municipal government relations, and has compiled a contract clause reference manual.

3. National Public Employer Labor Relations Association (NPELRA)

5109 Western Avenue, N.W.
Washington, D.C. 20016

Telephone: (202) 244-2414

Daniel E. Matthews, Washington Council

Full-time membership in NPELRA is open to public management negotiators on the state and local level who have primary or subordinate responsibility for labor relations activities. Associate membership is open to those with auxiliary participation in labor relations. The NPELRA informs its membership of current developments in collective bargaining.

4. U.S. Department of Labor
Labor-Management Services Administration
Division of Public Employee Labor Relations
Washington, D.C. 20210

Telephone: (202) 523-6481

The Labor-Management Services Administration offers state and local governments and public employee organizations a wide variety of services. Publications cover collective bargaining legislation, arbitration and grievance machinery, a directory of public employment relations boards and many others. Training programs emphasize negotiation skills, impasse resolution and contract administration, as well as holding courses for newly appointed public employee relations board members. Direct technical assistance is available to review and analyze proposed public sector legislation, state study committees, and provide consultation on special requests. In addition, the Labor-Management Services Administration will arrange, fund and organize conferences, as well as provide panelists and speakers.

-
5. The Bureau of National Affairs, Inc.
1231 25th Street, N.W.
Washington, D.C. 20037
(202) 452-4200

The Bureau of National Affairs, Inc., a private organization for information dissemination and research, provides extensive labor information through several publications:

The Labor Relations Reporter provides comprehensive coverage and explanations of important development, arbitration and court rulings, state labor laws, fair employment practices and many other issues on a weekly basis.

The Government Employee Relations Report (GERR), a weekly report, is devoted exclusively to the public sector.

The GERR provides current information on a variety of subjects such as unit determination, contract negotiations, arbitration, court and PERB decisions, and bargaining issues and techniques. In addition, the GERR reprints contracts, economic data, legislation, administrative rulings and provides sample contract clauses.

The Daily Labor Report provides day-to-day coverage of labor relations activities including congressional actions, union developments, key contract negotiations and economic statistics.

Collective Bargaining Negotiations and Contracts is a bi-weekly report describing wage rates and data, bargaining issues and strategies, significant settlements; contract trends are analyzed, and contract clauses are reprinted.

Management Information Service

March 1976, Vol. 8 No. 3

Police Unions

**Filling the information
needs of administrators
in cities and counties**

Management Information Service

1 *Inquiry service*

Send us your question and get an answer promptly by mail or telephone. If an inquiry requires extended research, you will receive periodic progress reports. Answers include facts and figures, statistical data, and up-to-date reports on successful methods used by other cities and counties.

2 *Monthly reports*

These reports cover a wide range of subjects of practical interest to local officials. Over 200 earlier reports also are available and may be ordered. Reports are designed for handy filing in 3-ring binders which we supply.

3 *Mini and special reports*

Distribution of reports of special interest to busy administrators. Short, information-packed reports and those covering "now" topics are included.

4 *Public management*

This timely urban affairs magazine is sent as part of your subscription. Articles in each issue cover a single subject of current interest from several points of view.

5 *Municipal Year Book*

A "must" reference. Its 400 pages annually summarize activities of more than 3,000 cities. Many useful statistics, too.

**International
City
Management
Association**

