Grievance and Arbitration Procedures in State and Local Agreements

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Preface

This bulletin is one of a series of studies by the Bureau of Labor Statistics dealing with collective bargaining and labor-management relations in the public sector. It was carried out with funds made available by the Labor-Management Services Administration of the Department of Labor.

The Bureau conducted this study to provide detailed information on grievance and arbitration procedures, two related and key provisions of public employee collective bargaining agreements. It is a part of the Bureau's series of studies of agreement provisions at the Federal, State, and local level. Studies in progress examine various contract provisions at the State and county level and those governing police and firefighters.

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Chapter 1. Introduction

Grievance and arbitration procedures are generally accepted as peaceful alternatives to work stoppages in the settlement of disputes which may arise in applying and interpreting the collective bargaining agreement. Their systematic approach to employee complaints and their ability to carry appeals to successively higher levels, have avoided the bitterness, the frustrations, and the conflicts that otherwise would arise in their absence. There is less likelihood, as a result, of a strike with its accompanying lost income, halting of employer operations, and strained relations which too often are not repaired quickly.

In State and local government jurisdictions, negotiated grievance and arbitration procedures assume additional significance. Civil service complaint and appeal systems—an alternative—may be perceived by employees as management controlled; strikes, harsh alternative that they are, may be limited by a public opinion which opposes any interruption of government services. More importantly, they are likely to be prohibited by law, carrying heavy penalties on individual employees and their collective bargaining representatives. Thus it is not surprising that grievance and arbitration procedures are among the first provisions negotiated into contracts following recognition of the employee organization.

Related studies

The Bureau has published a number of other studies dealing in whole or in part with grievance and arbitration procedures. Among public employee studies, "Negotiation Impasse, Grievance and Arbitration in Federal Agreements" (BLS Bulletin 1661) was published in 1970. For the private sector, "Major Collective Bargaining Agreements: Grievance Procedures" (BLS Bulletin 1425-1) was issued in 1964 and "Major Collective Bargaining Agreements: Arbitration Procedures" (BLS Bulletin 1425-6) in 1966. These examined negotiated dispute settlement procedures in detail, and in a sense, the present study is a companion piece, extending the analysis to State and local agreements. Other public sector agreement studies are more general in scope and provide overall statistics and a few clauses illustrating public sector grievance and arbitration procedures, but none give the analysis in depth of the three bulletins just cited.

Scope and method of the study

For this study, the Bureau examined all 655 State and local collective bargaining agreements and related documents covering 50 or more employees in its file. Most of the agreements and documents were due to expire in 1973 or during the last quarter of 1972. The tabular material reflects these data. However, for the purposes of illustration, many of the clauses used in this bulletin as illustrations have been updated. The expiration dates of the contracts from which they have been culled are 1974 and later.

The Bureau's 655 agreements covered 870,685 workers employed by various State, county, and municipal jurisdictions as well as school and other special districts and authorities. Agreements from 45 States and the District of Columbia are represented.

In addition to collective bargaining agreements similar to those found in private industry, other documents such as memoranda of understanding or ordinances which clearly indicate that they were the result of bilateral negotiations are also included in the study. This approach understates the effect of unions and associations in the negotiating process. For example, informal efforts to modify labor relations policies often result in city ordinances being passed or executive orders being issued which do not record employee organization involvement. Such ordinances and executive orders are not considered to be within the scope of the study.

The data presented reflect the Bureau's understanding of the written provisions and not necessarily that of the parties. Agreement language is elusive and complicated, and often requires interpretation through the arbitration process. What is carried out in practice, furthermore, may differ from contract language. Under these circumstances, the Bureau can only analyze the specific language appearing in contracts, and hope that it closely reflects the rules under which the parties operate.

General characteristics of the agreements studied

Level of government. The largest group of agreements in the study, almost two-fifths, were negotiated with municipal governments and include nearly one-third of total worker coverage. (See table 1.) Special districts, primarily school districts, account for over one-quarter of the agreements and the same proportion of workers. The remaining contracts were negotiated at either the county or State level. Of these, State contracts are few in number, but contain the second largest worker coverage.

Regional distribution. Following the pattern of earlier Bureau State and local studies, the majority of agreements are from the Middle Atlantic, East North Central, and Pacific regions. (See table 1.) Together these regions include 70 percent of the agreements and nearly 85 percent of the total worker coverage. The East North Central region, an area traditionally strong in both public and private sector unionism, produced the most agreements, but the Middle Atlantic States, with several large New York City and State agreements, alone accounted for over half of the total worker coverage. Again as in previous Bureau studies, the East and West South Central regions proved to be areas of little collective bargaining activity.

Size of bargaining unit. Most of the bargaining units are relatively small, with the median contract covering only 267 employees. Nearly four-fifths of the agreements covered fewer than 1,000 employees and over two-thirds covered less than 500. (See table 2.) State governments, where contracts are often jurisdiction-wide, reported the highest proportion of large agreements, followed by special districts, including a number of major teacher and transit authority contracts. The largest single agreement was for New York City, and covered 120,000 employees.

Agreement term. Similar to the findings in earlier Bureau studies, the agreements studied are generally of shorter duration than those negotiated in the private sector, where most are in effect for 3 years or longer. Nearly three-quarters of the public contracts were negotiated for terms of 2 years or less, although over one-third of the workers were covered by contracts lasting 3 years or more. (See table 3.) More than one-quarter of the agreements have durations of odd lengths. This often results from extended bargaining, which moves the effective date of the new contract into a fiscal or calendar year which has already begun.

Employee organization. The American Federation of State, County and Municipal Employees (AFSCME) (AFL-CIO) has more agreements than any other employee organization in the study; it also represents the largest number of employees. It is 1 of 4 employee organizations which acts as bargaining agent for employees under at least 40 of the agreements:

Unions and associations	*Agreements*	*Workers*
All unions and associations	655	870,685
State, County and Municipal Employees (AFSCME) (AFL-CIO)	211	358,008
Fire Fighters (IAFF) (AFL-CIO)	59	18,325
National Education Association (NEA) (Ind.)	54	81,601
Service Employees (SEIU) (AFL-CIO)	47	31,070

These three unions and one association have more than 56 percent of all agreements and the same percentage of all employees.

Unions affiliated with the AFL-CIO have 62 percent of both the contracts studied and the workers represented by them. (See table 4.) More than one-half of these were negotiated by the American Federation of State, County and Municipal Employees. Associations negotiated 35 percent of the agreements and represent 37 percent of the employees covered.

Occupational groups. Occupational coverage falls into three general categories: Agreements representing a single occupation; those involving combinations of two or more occupations; and general coverage agreements, which are negotiated with all or nearly all classes of employees within a given government or agency jurisdiction. (See table 4.) More than two-thirds of the agreements, covering nearly one-half of the workers, were negotiated with single occupational groups. Those with general coverage include several large contracts, and account for almost a quarter of the agreements, representing 44 percent of total employment.

The largest number of single occupation contracts involve blue-collar workers, mostly organized by AFL-CIO unions. There are fewer agreements covering professional and technical employees, but these contracts cover the largest number of employees, most frequently represented by associations, and found most often in school districts. Police and firefighter agreements are evenly split between associations and AFL-CIO unions, with virtually all firefighters being organized by the International Association of Fire Fighters (AFL-CIO), and most law enforcement employees belonging to associations. Contracts with general coverage primarily involve municipal workers represented by AFL-CIO affiliates.

Agency function. The agreements studied are spread through a wide number of State and local agencies. (See table 5.) Most often they cover employees of boards of education, but in terms of the number of employees multiple agency agreements predominate, covering two-fifths of all the workers in the study. Other agencies with a significant worker coverage include law enforcement and correctional institutions, social welfare, fire protection, health and medical services, public works, and public transportation.

Chapter 2. The Grievance Procedure

Prevalence of negotiated and agency procedures. Provisions for the processing of employee, and in some cases, union or employer grievances are found in 9 out of 10 agreements. (See table 6.) While this frequency is below the almost universal prevalence of such provisions found in private sector agreements,[1] it is measurably above the 82 percent rate found in Federal agreements.[2]

Although the majority of agreements appear to be the result of bilateral negotiations, a few contain contract language referring instead to specific laws or regulations governing grievances. While the inclusion in the agreement of these latter provisions may indicate that the employee organization involved has accepted them, they are considered, in this study to be agency rather than negotiated procedures:

(1) Procedures governing grievances by employees shall be in accordance with Section 11:13 of the Municipal Code of the City of Plainfield and amendments thereto.

(2) All disputes relating to the interpretation or application of any of the provisions of this contract which may arise between the parties hereto, shall be governed and controlled by, and in accordance with, the grievance procedures set forth in Mayoral Executive Order No. 52, dated September 29, 1967, Section 8, Grievance Procedures: Sub-sections a, c, d, and e, or any amendment thereto.

Several agreements included more information on the applicable regulations by providing greater detail or by attaching the regulation to the agreement as an appendix:

(3) The grievance procedure shall be that established by the St. Louis County Civil Service Commission, a copy of which, entitled "Grievance Procedure Manual", is attached hereto and marked Exhibit A.

[1] A 1973 BLS study of 1,300 private sector agreements covering 1,000 workers or more found that all but 17 contained grievance procedures. See "Characteristics of Agreements Covering 1,000 Workers or More, Jul. 1, 1972" (BLS Bull. 1784) 1973, table 67, p. 65.

[2] "Collective Bargaining Agreements in the Federal Service, late 1971" (BLS Bull. 1789) 1973, table 29, page 71.

Seemingly unilateral grievance regulations, or modifications of them, however, may have resulted, in fact, from collective bargaining. In some instances, for example, amendments to grievance regulations are incorporated into contracts:

(4) The procedure with respect to the adjustment of grievances shall be that set forth in the Grievance Procedure of the County of Tioga adopted by the Board of Supervisors by Resolution No. 102-63, September 16, 1963, except that there shall be added thereto the following additional provision:

Within 20 days from the filing of the decision of the Grievance Committee, either the County or the CSEA may file notice with the Clerk of the County Legislature that it requires submission of the issue or issues so decided to an arbitration board. In such event, within 2 weeks thereafter, the Chairman of the Grievance Committee and the President of CSEA shall each designate an arbitrator, who shall be a resident of the County, but neither an official or employee of the County, nor an official or member of CSEA. As expeditiously as possible thereafter, the two arbitrators thus selected shall select a third arbitrator, who likewise shall not be an official or employee of the County, nor an official or member of the CSEA, but need not be a resident of the County, and the third arbitrator thus selected shall become Chairman of the arbitration board.

The arbitration board shall then give notice to both parties of the time and place where a hearing on the matter or matters in dispute will be conducted. Such hearing and any adjourned hearings shall be held during normal working hours, Monday through Friday, unless the parties otherwise consent. The employee asserting a grievance, his representative, and any witnesses called to testify, shall be excused from duty as required to participate in the arbitration hearings, without loss of salary, wage or vacation, sick leave or personal leave allowance.

The arbitration board shall render its decision within twenty days after the conclusion of the hearing or hearings and file the same with the Clerk of the County Legislature and transmit copies to the Chairman of the Grievance Committee and the President of CSEA. Such decision shall be final and binding on all parties.

(5) The City agrees to amend Rule XIV of the Personnel Rules and Regulations to allow advisory

arbitration to be invoked by either party to a grievance if they so desire. The City shall consult with each employee organization prior to the adoption of the proposed amendment by the City Council.

In several agreements, employees are allowed the option of processing grievances through either the negotiated or the agency procedure. The choice, once made, is final in almost all cases. The employee may be required to submit a waiver of rights so as to formalize his choice:

(6) A Civil Service employe may process his grievance through either the Civil Service appeal procedure or the contract grievance procedure. If an appeal is filed under the Civil Service appeal procedure, then the contract grievance procedure shall cease and shall not be permitted to be reinstituted. If an appeal is filed under the Civil Service appeal procedure, the employe shall not be entitled to institute proceedings under the contract grievance procedure, all rights to so do being waived by the exercise of an option by the employe to utilize the Civil Service procedure.

(7) In no case shall the employee be permitted to appeal any grievance through both the Civil Service Board and the grievance and arbitration procedure. . . .

. . . If the election is for the grievance and arbitration procedure it shall include a written waiver of his right of appeal to Civil Service and to the courts. . . . .

Some agreements allow exceptions to the waiver requirement for certain types of disputes such as disciplinary actions:

(8) Notwithstanding State Personnel Board Merit System Rules 356.28.010 through 356.28.500 involving appeal rights of state employees, this grievance procedure provided below shall be available to all employees covered by this agreement provided that grievances involving dismissals, suspensions, demotions, or abandonment shall be submitted to the level of command having authority to act.

Use of the grievance procedure in disciplinary actions, shall not void the responsibility or right of those employees covered by the Merit System Rules to appeal to the State Personnel Board in a timely manner.

Where workers are represented by more than one union, each with its own agreement and grievance procedure, the employee may select from among the negotiated procedures:

(9) It is understood that, so long as employees of the employer are able to become members of several employee organizations, they may bring a grievance under any one of the grievance procedures provided in the labor agreements between the employer and the organizations to which they belong. However, it is agreed between the parties hereto that, once a member of the union has elected as his grievance remedy the grievance procedure provided herein, such election shall be final, and said member will pursue his grievance to its conclusion, thereafter, pursuant to this Grievance Procedure and the Arbitration Procedure of Article VIII only.

A small number of agreements without a grievance procedure, allow for their negotiation at a later date:

(10) Grievance Procedure. City agrees to meet and consult with Association on a grievance procedure. If, as a result of such consultation, City and Association agree on a procedure, City and Association agree to sign said procedure.

The existence of a grievance procedure is often given as justification for including a no-strike provision:

(11) Since adequate grievance procedures are provided in this agreement, the UNO agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Medical Center.

Scope and definition of negotiated grievance procedures. Grievance procedures in State and local agreements begin, most often, with a preamble stating the purpose of the procedure, followed by a definition of what constitutes a grievance or what kind of complaints can be processed under the procedure. (See table 7.) The statement of purpose is fairly uniform throughout the agreements and refers to the desirability of settling the dispute with the least possible disruption of the workplace:

(12) The purpose of the grievance procedure shall be to settle all grievances between the City and the Union and employees as quickly as possible, so as to insure efficiency and promote employees' morale . . .

(13) The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible, so as to insure efficiency and maintain morale within the Fire Department . . .

In general usage, any complaint of an employee relating to his job, pay, working conditions, or treatment, may be considered a grievance. All such complaints, however, are not always included within the scope of a negotiated grievance procedure. Definitions of the scope of the procedure are included in over 90 percent of the grievance provisions studied. More than four-fifths of the agreements, representing 91 percent of

the workers covered, limit use of the formal procedure to those issues involving the interpretation or application of the agreement:

(14) The parties agree that the prompt and just settlement of grievances is of mutual interest and concern. Only matters involving the interpretation, application or enforcement of the terms of this agreement shall constitute a grievance under the provisions as set forth below.

(15) A grievance is defined as, and limited to, an alleged violation of a specific provision of this agreement.

The remaining 19 percent of the agreements are more general in nature, indicating that any and all disputes could be processed under the procedure:

(16) Any difference or misunderstanding which may arise between the employer and an employee or the employer and the union shall be handled as follows: . . .

Nearly one half of the procedures specify that their scope covers the interpretation or application of the agreements, but could include other disputes as well:

(17) Any grievances or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner: . . .

(18) A grievance is defined as a contention of misapplication, violation, or inequitable application of State Civil Service Law, State Personnel Board Merit System rules, Compensation Plan, Personnel Board Policies, articles of this agreement, and those Highway Department policies and operating procedures pertaining to personnel.

Specific inclusions. Nearly one-fifth of the provisions containing a definition of the scope, list specific issues that would be included. (See table 8.) The subjects cited generally are presented as part of the definition with the implied understanding that subjects not mentioned would not be grievable. Most frequently included are wages, hours, working conditions, and disciplinary actions:

(19) Should any difference arise between the employer and the union as to the meaning and application of this agreement, or as to any question relating to wages, hours and working conditions, failure to negotiate in good faith, they shall be settled under the provisions of this article.

(20) A claim by an employee, groups of employees, or the union that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any protest against disciplinary action, shall be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter provided.

In a few cases, a lengthy list of the items subject to the procedure is provided:

(21) *Matters subject to grievance procedure:*

Full-time employees having probationary and permanent status may process a personal grievance on one, or more than one, of the following grounds:

1. Improper application of rules, regulations and procedures.
2. Unfair treatment, including coercion, restraint or reprisal.
3. Reduction in force action - lay-offs.
4. Promotion procedures implemented unfairly.
5. Classification of position.
6. Nonselection for training opportunities.
7. Discrimination because of race, religion, color, creed or national origin.
8. Any matter personally affecting an employee's working schedule, sick leave, fringe benefits, retirement, holidays, performance rating, vacation, change in classification or salary.

Probationary employees may file grievance under all of the above, but not as applied to their performance rating or dismissal.

References to grievable matters could also be included in other articles of the agreement; for instance, the safety clause could contain a specific authorization to grieve:

(22) Should an employee complain that his work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be presented immediately to the Board (or department head–in the event that the employee's Appointing Authority is not a Board or Commission) having jurisdiction. If the matter is not adjusted satisfactorily, it may be processed according to the grievance procedure.

Specific exclusions. Particular disputes are specifically excluded in only 8 percent of the agreements with grievance procedures. As with the inclusions just discussed, these are generally found as part of the grievance definition. However, it is not uncommon to find them referred to in the section of the contract to which the exclusion applied. Disciplinary action is the only significantly frequent exclusion, probably because disciplinary action often is the subject of a special expedited procedure or a special agency procedure.[3] Its exclusion

[3] See pp. 33 below for a discussion of special procedures in disciplinary cases.

could appear either alone or in combination with other exclusions:

(23) All differences, disputes and grievances, other than discipline and discharge cases, hereinafter provided for, between the parties arising out of or by virtue of the within collective labor agreement shall be disposed of in the following manner: . . .

(24) The purpose of this article is to define procedures whereby an individual employee may seek adjustment of a personal complaint or grievance arising out of individual working conditions or job relations. These procedures do not apply to grievances resulting from the following actions:

a. Classification
b. Discrimination
c. Reduction-in-Force
d. Demotion
e. Nonselection for promotion from a list of qualified eligibles

Many agreements further limit the scope by prohibiting any resolution of a dispute that would make changes in existing policy, rules, or contract provisions:

(25) The grievance and arbitration procedure shall not be used to change any provisions of this agreement, any provisions of the personnel code, municipal ordinances, or filed for the purpose of getting an established policy, standard, or procedure changed.

Access to grievance procedures. Grievance provisions, as a rule, establish procedures setting forth the initiation and processing of such actions. While most agreements do not limit the use of the procedure to any person, group, or organization, a number exclude probationary or temporary employees:

(26) The grievance procedure is available to all nurses in the unit with the exception of cases involving nurses who are discharged during the probationary period.

(27) It is agreed by and between the parties that any employee covered by this agreement working in a probationary status may be discharged at the sole discretion of the County and shall not have the right to such relief pursuant to the grievance procedure contained herein.

On the other hand, some agreements specifically include probationary or temporary employees, although they are not always afforded full protection:

(28) An individual working on a temporary appointment (under the provisions of chapter 31 of the General Laws) may process a grievance under the terms of this agreement.

(29) The above procedure shall apply to temporary employees who have been continuously employed by the employer in the same position for six (6) months or more. Provided, however, that in these matters the decision of the arbitrator shall not be final and binding upon the parties but shall be advisory only.

Management, as well, might be allowed to process disputes through the grievance procedure. Such complaints could be filed against an employee, group of employees; or the employee organization. Separate procedures are often stipulated, since the regular system calls for taking the grievance through ascending levels of management:

(30) Grievances may also be filed by management with Local 900, including but not limited to any of the following reasons:

1. matters concerning the interpretation or application of the particular clauses of this agreement;
2. abuse of collective bargaining process and understanding about the contract.

Such grievance must be presented in writing by the City Manager, or his designate, to the President of Local #900. The President of Local #900 shall investigate and respond within 5 days.

(31) Should the City feel aggrieved concerning the conduct of any employee or group of employees or the union, which conduct is controlled by this contract, adjustment shall be sought as follows:

(A) The City, acting through the Mayor or his designated representative(s), shall submit such grievance in writing to the president of the union setting forth the nature of the grievance. Within 5 working days after receipt of such grievance, said president and representatives of the union shall arrange to and shall meet with representatives of the City for the purpose of adjusting or resolving such grievance . . .

(B) If such grievance is not resolved to the satisfaction of the City within 7 days after such meeting, the City, acting through the Mayor or his designated representative (s), may submit such grievance in writing, within 7 days thereafter, to the executive board of the union by means of a letter addressed to the secretary of the union. Within 7 days after said secretary receives such letter, said executive board shall, if necessary, make their recommendation to the membership of the union, and said membership shall, at its next regular meeting or at a special meeting called for such purpose, take such action as is deemed necessary to dispose of the grievance.

(C) If such grievance is not resolved to the satisfaction of the City by the union within 35 days after said Secretary receives such letter, the City, acting through the Mayor or his designated representative (s) may within 10 days thereafter, submit the dispute to arbitration by the Connecticut State Board

of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties.

(D) The time limits provided for herein may be extended by the agreement of the parties.

(32) The foregoing grievance procedure shall not preclude the right of the Springfield School Committee or the Superintendent to institute a grievance against any employee in the bargaining unit or the Association at the Step 3 level. In such event, at least 5 working days' notice in writing shall be given to the Association of the subject matter of the grievance to be taken up at a meeting.

If the matter is not settled to the satisfaction of the School Committee, the following procedure may be followed by the Springfield School Committee:

If at the end of the 30 calendar days next following presentation at the Step 3 level, the grievance shall not have been resolved to the satisfaction of the School Committee, and if the grievance shall involve the interpretation or application of any provision of this contract, the School Committee may, if it feels that the grievance is justified under the terms of the contract, by giving written notice to the Association within the 20 working days next following conclusion of such period of 30 calendar days, present the grievance for arbitration; in which event the Association and the School Committee shall forthwith submit the grievance to the Board of Conciliation and Arbitration for the Commonwealth of Massachusetts, hereinafter called the Board, for disposition. The Board shall hold hearings promptly and, unless extended by mutual agreement, shall issue a decision not later than 30 calendar days from the date of the closing of the hearings. The Board's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. . . . . The decision of the Board shall be submitted to the School Committee and to the Association and shall . . . be binding upon the School Committee, the Association and the aggrieved employee.

Should a number of employees find that they have a common grievance, the time and expense of processing each grievance separately could be avoided by processing them as a group grievance or as a representative case:

(33) In the event that employees have a group grievance, it shall be sufficient if one employee or their steward or chief steward submits the grievance on behalf of all named and similarly affected employees. A group grievance shall be only one in which the fact questions and the provisions of the agreement alleged to be violated are the same as they relate to each and every employee in the group.

(34) Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case.

If one of the employees subject to the same circumstances as other grieving employees, chose not to grieve the issue, the union, in one instance, could do so in his name without his approval:

(35) If, in the judgment of the Representative Council, or its designee, a grievance affects a group or class of teachers, the Council, or its designee, may process such a grievance as though it were an individual grievance. In such a case, the Association may process a grievance for all persons concerned, even though an individually aggrieved person may not wish to do so.

Informal attempts by employees to resolve their problems are effectively ruled out in certain provisions. These state that the grievance procedure is to be the only method by which disputes are to be brought to the attention of management:

(36) For the purpose of the parties of this agreement, a grievance shall be considered a dispute between the parties concerning wages, hours, and conditions of employment. The union and the City agree that the City and chief of police will not recognize a grievance or matter of personal working conditions presented by an employee not in accordance with the procedures hereby established. The union agrees that no union member shall bring any matter personally to the chief of police, management, or the City Council, but shall follow the procedure outlined below.

Ordinarily, grievances occurring prior to the effective date of the agreement are specifically barred from the procedure:

(37) Any incident which occurred or failed to occur prior to the effective date of this agreement shall not be the subject of any grievance hereunder.

Employees having grievances which occur between the expiration of one agreement and the effective date of the next could thus find themselves without the protection of a grievance procedure:

(30) The grievance procedures of this agreement shall not be applicable to grievances arising in the period between the termination of this agreement and the effective date of its successor.

If the grievance, however, occurs during the life of the contract, but is not settled before the agreement terminates, contract provisions commonly allow regular processing to continue:

(38) Any grievance filed during the life of this agreement shall be processed through the steps of

this procedure regardless of whether such time required may go beyond the expiration date of this document.

(39) If a grievance based upon an event occurring during the term of this agreement remains unresolved at the expiration hereof and is then submitted to arbitration, the substantive provisions of this agreement shall be controlling upon the arbitrator.

Initiation of a grievance. If an employee has a grievance, his first step, in almost every procedure, is to take the problem to his immediate supervisor for an informal discussion. In about 2 out of 3 cases, the employee is required to make this initial complaint within a given period from the occurrence of the action leading to the grievance or from the time the employee became aware of the problem:

(40) Any grievance arising in a department shall be presented orally to the department head by the employee involved with or without his area representative, as the employee desires. In this step, the grievance shall be fully and thoroughly discussed by the parties, who agree to make every effort to settle the grievance in this step.

(41) The aggrieved employee shall take up the grievance with his immediate supervisor within 5 days of its occurrence. The supervisor shall attempt to adjust the matter at that time . . . .

Settlement at this point would, of course, be desirable for both management and the employee involved. However should the answer at this informal stage be considered unsatisfactory, the employee could then file a formal grievance by stating his complaint in writing:

(42) A grievance may be presented either orally or in writing at this step of the grievance procedure. If the grievance is presented orally to the supervisor and is not satisfactorily settled, it must be reduced to writing . . .

Formal grievances as a rule, are submitted on a standardized form. Agreement provisions may include copies of such forms (see appendix C), paraphrase them, or outline the information to be included where a form is not used:

(43) *Step I* Any employee or group of employees having a grievance shall notify their steward. The steward shall discuss the grievance with the foreman and then prepare and present to the designated Electric Utility superintendent in the plant, shop or work location involved a written "Notice of Grievance" with copies to the Electric Utility manager and the union's business agent, setting forth so far as may be applicable.

A. The nature of the grievance and the circumstances out of which it arose.

B. The remedy or correction the Electric Utility is requested to make, and

C. The section or sections of this agreement, if any relied upon or claimed to have been violated.

(44) In reducing a grievance to writing, the following information must be stated with reasonable clearness: The exact nature of the grievance, the act or acts of commission or omission, the exact date of the act or acts of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this agreement that are alleged to have been violated, and the remedy which is sought.

Some agreements specify who is to receive copies of the written forms:

(45) An employee having a grievance shall state his grievance in writing on the grievance form mutually adopted for such use by the parties to this agreement. The grievance shall be prepared in quintuplicate, and all copies shall be signed, by the aggrieved employee. A copy shall be sent to the Assistant Superintendent for business, a copy to the Assistant Superintendent of Personnel, a copy to the School Lunch Supervisor, a copy to the chairman of the Association's Grievance Committee and the aggrieved employee shall keep one copy.

A few agreements call for the joint preparation of forms.

(46) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the County and the union and given appropriate distribution so as to facilitate the operation of the grievance procedure.

Union role. Many grievance clauses specify a continuing role for the employee organization in the day-to-day operation of the procedure, either in initiating or processing complaints. Close to one-fourth of the agreements having grievance procedures, covering almost two-fifths of the employees, specifically permit the employee organization itself to file grievances. (See table 9.)

(47) The City recognizes that the union reserves the right to grieve, in accordance with the procedure hereinafter provided, when action taken by the city may be claimed, reasonably and sensibly, to be contrary to a specific limitation, set forth in this agreement, of the rights of the city.

Union initiation often involves a specific problem or situation. The procedure, for example, can be used, by the employee organization to object to any special

arrangement made between the employer and an employee which it feels runs counter to the terms of the agreement. It can grieve when an issue involves a class of employees rather than an individual. The procedure also can be used over disputes arising from the classification of new jobs. Resolution of the dispute can be expedited by starting action at one of the later steps of the procedure:

(48) If there is a breach of any provision of this agreement affecting a group of employees, or if the breach of any provision of this agreement is the result of an agreement reached between the employer and an employee without the approval of the union involved, the union shall have the right to take up such breach with or without the consent of the employees or employee involved.

(49) When a new job is placed in a unit and cannot be properly placed in an existing classification, the employer will establish a classification and rate structure to apply. In the event the union does not agree that the description and rate are proper, the union shall have the right to submit the matter into the grievance procedure at the second step.

More importantly, the union represents members processing their individual grievances through the multistep procedure. Representation is specifically included in more than 65 percent of the agreements with grievance procedures. (See table 9.) The union's function consists of two closely related responsibilities: First, serving as the grievant's agent and second, presenting the views of the union at grievance meetings.

Of the agreements giving unions these functions, more than 30 percent guarantee the union a responsible role in the processing of grievances. The largest number were negotiated at the municipal level and most frequently involved AFL-CIO affiliates. (See table 9.) The union, in these instances, assumes almost total responsibility, and in most cases, presents the grievance at all steps of the procedure:

(50) Any employee who is a member of the American Federation of State, County, Municipal Employees, AFL-CIO, who feels his rights have been violated shall report the fact in writing within 3 working days to a steward. The steward, with or without the employee present, shall take up the grievance with the employee's supervisor within 2 working days. The supervisor shall attempt to adjust the matter and respond in writing to the union within 3 working days. . . .

(51) All disputes or grievances which arise as to the interpretation of or adherence to the provisions of this memorandum shall be presented through the following steps within 60 days of the alleged act or incident:

1. The union grievance committee, within 5 days after receiving a grievance will make every effort to adjust the grievance with the appropriate employee's supervisor. Such grievance must be written and signed by the employee. . .

In a few provisions, the union enters the dispute at a later step in the procedure. At the lower steps, the employee may process the grievance on his own:

(52) *Step* 4 – If the Administrative Head's answer is not satisfactory, the grievance will be referred to the local president or chief steward who may submit his appeal on an agenda to the employer's designated representative. A meeting between three representatives of the local union and the representatives designated by the employer will be arranged to discuss the grievance or grievances appearing on the agenda within 7 working days from the date the agenda is received by the employer, or his designated representative.

A number of other agreements provide the employee organization with a lesser role. More than one-third of the agreements setting forth the union's role permit the union either to express its views, attend grievance meetings, or both. In some instances, it is necessary for the employee organization to have permission from the grievant:

(53) The employee may represent himself or designate a representative. In any case, the official representative of the Association shall be notified and may be present at all discussions of the grievance matter without intervention by the Association representative. . . .

(54) Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the FMBA, or by counsel of his choice. When a fireman is not represented by the FMBA, the FMBA shall have the right to be present and to state its views at all stages of the grievance procedure. If a fireman is not a member of the FMBA, consent must be granted by said fireman in order for a FMBA representative to be present.

The union's right to be present is specifically mentioned in some provisions which allow the employee to represent himself:

(8) The union as exclusive representative of Department employees is considered as the prime representative of said employees in grievance matters. However, an employee may represent himself or select a representative.

The union shall be considered an interested party to the proceedings in the event it is not requested to represent the employee.

(34) . . . any individual employee, at any time, may present grievances to the Chief of Police and have

the grievance adjusted without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect; and provided that the bargaining representative has been given opportunity to be present at such adjustment.

In other agreements, the role of the union is limited to receiving notification that a grievance had been filed. Such notification alerts the union so that it can assert a more active part if it is deemed necessary to do so:

(6) The Employer agrees to notify the Association whenever it receives a grievance from any employe and to furnish the Association with a copy of each written decision.

Agreements generally acknowledge that the union can decline to process an employee's grievance if it determines that the grievance has no merit or has been resolved to its satisfaction:

(55) At any step in this grievance procedure, the Executive Board of the local union shall have the final authority in respect to any aggrieved employee covered by this agreement to decline to process further a grievance, complaint, difficulty or dispute if, in the judgment of the Executive Board, such grievance or dispute lacks merit or lacks justification under the terms of this agreement, or has been adjusted or rectified under the terms of this agreement to the satisfaction of the union executive board.

(56) No provision in this agreement shall be interpreted to require the union to represent an employee in any stage of the grievance procedure if the union considers the grievance to be without merit or in contradiction of any law or regulation.

While nearly 80 percent of the agreements having a grievance procedure allow an employee to process his own grievance, less than 14 percent permit an employee to select a nonunion representative of his own choice. (See table 9.) A few preclude a grievant from being represented by another union, but allow the grievant to choose any other representative. Again, the union often retains the right to present its views at all steps of the grievance procedure:

(57) Any party in interest may be represented at levels II and III of the formal grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

The right of the employee to process his own grievance usually applies only to the point of arbitration, thus reserving to the union any decision to proceed further:

(58) Fees and expenses of the arbitrator shall be borne equally by both parties. No individual employee himself may invoke this Step 4.

(59) If the grievant is not satisfied with the disposition of his grievance at Step 3, he may, within five working days after the decision is due, request in writing that the union submit his grievance to advisory arbitration. If the union deems the grievance meritorious, it may demand advisory arbitration within 10 working days after receipt of the grievant's request. If the union is not satisfied with the disposition of the grievance at Step 3, it may, in its own right, demand advisory arbitration within 5 working days after the decision is due at Step 3.

Grievance committees. Of the 28 percent of the agreements with procedures referring to employee organization grievance committees, most were negotiated with AFL-CIO affiliates. Of the agreements with other organizations, most appeared to be confined to law enforcement and education employees. Committee provisions usually contain details relating to functions, composition, and time allowances.

Grievance committees usually review employee complaints to determine if they have merit. If the grievance is rejected, the grievant might process the grievance without union support. However, the committee's rejection could conceivably convince employees that their complaints have no sound basis and therefore little chance of success:

(60) *Legitimacy of grievance.* Within 10 days of receipt of the grievance, the grievance committee shall decide whether or not the LEA member has a legitimate grievance. If the committee decides that a legitimate grievance does not exist, it must then notify the claimant. The claimant may then either request a hearing with the grievance committee or continue to process his claim without LEA support. If the committee decides there is a legitimate grievance, it shall immediately submit a written claim to the aggrieved person indicating the support of the LEA and offering assistance at all levels of this procedure.

(61) In any case where the grievance has not been settled by the foregoing procedure, then the employee should, in writing, bring it to the attention of the Executive Committee of Local 1363. Said Executive Committee shall, within 5 days of the receipt of the grievance, arrange for the employee to present his alleged grievance at a meeting of a majority of the Executive Committee. It shall be the responsibility of the Executive Committee to determine the justification of the complaint.

If, in the judgment of the Executive Committee, the nature of the grievance justifies further action, it shall, through the President or Vice President of Local 1363, bring the grievance to the attention of the Chief of the Fire Department.

The primary purpose of union grievance committees is, of course, to adjust pending grievances, and in some cases, to find procedures that will help to avoid recurring disputes. Committees might even function as forums for other existing or anticipated problems so as to create a better labor-management relationship:

(62) . . . The purpose of grievance committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Chief of the Fire Department other issues which would improve the relationship between the parties. . . .

Most grievance committees enter the process at the first stage where formal action is taken. This is usually the point where informal attempts at settlement have failed and the grievance is reduced to writing. The procedures to be used by the committee are often spelled out in detail:

(63) Standard grievance procedure agreed upon by the employer and Local 275. It's purpose to promote harmony and efficiency among employees by providing for immediate settlement of grievances without fear of discrimination.

1. A grievance committee of three members shall be formed by Local 275; they will meet with any person, or persons, designated by the employer.

2. All grievance material must be in writing and signed, upon the triplicate form agreed to by Local 275 and the employer.

3. All grievances shall be investigated within ten (10) days of its filing, by the union committee, to determine its validity.

4. The employer shall receive one copy of the grievance form, Local 275 one copy, and the employee to retain one copy.

5. Upon receipt by the person, or persons, designated by the employer, a joint meeting with the grievance committee shall be held.

6. The employee shall be informed in writing as to the action taken on the grievance.

7. Any person directly involved in the grievance shall not act as a member of the joint grievance committee.

8. The local union may use their Council Representative as a member of the grievance committee.

9. Employee grievances shall be handled through this committee.

10. Every legal means available as specified in Chapter 108, Laws of 1967 will be used in settling grievances, including mediation and/or arbitration.

A number of provisions, on the other hand, employ grievance committees at later stages of the procedure:

(64) In the event the grievance has not been satisfactorily resolved in Step 2 hereof, an appeal may be made by the union in writing to the department or agency head within 10 calendar days of the receipt of the Step 2 decision. The department or agency head or his designee shall meet with the union grievance committee for a review of the grievance within 10 calendar days of the receipt of the written appeal and shall issue a written decision within 10 calendar days following the meeting.

Grievance committees are usually composed of union officers, the chief steward, and other elected or appointed representatives. A few agreements, however, specify that the grievance committee shall be selected from a membership seniority list. In almost all cases, grievance committee members are allowed to perform their duties without loss of pay:

(65) There shall be a grievance committee consisting of the Chief Steward and two other members to be selected by the union and certified in writing to the employer. The employer shall meet whenever necessary, at a mutually convenient time, with the union grievance committee.

(66) The grievance committee shall be composed of the president of the local, the chief steward, another steward and Council No. 76 Representative. The Council No. 76 Representative may enter the grievance and represent the employee or group of employees at any step in the grievance procedure.

(67) *Composition of Grievance Committee.* A grievance committee consisting of not more than five non-teaching employees of the School Department will be designated by the local union from the seniority list referred to in Article III, Section 3. Members of the grievance committee and stewards shall be allowed to process grievances during working hours without loss of pay.

Rights of Employee and Grievance Committee. Likewise, any employee involved in a grievance shall have the right to take part at grievance meetings which may occur during his working hours without loss of pay. Members of the grievance committee shall be permitted to visit schools other than their own for the purpose of investigating and/or processing grievances.

Procedural steps. Following informal meetings to resolve an employee complaint, the dispute enters the formal procedure. This consists of successive levels of appeal if the employee or his representative remains dissatisfied. Emphasis is upon early settlement and, as already noted, may involve the active participation or presence of the union representative. Various divisions within an agency

may have procedures with equal numbers of steps, terminating in the same final appeals step. In the subordinate units, however, different management representatives may be involved in the first or second step of the procedure:

(68) The supervisory levels represented by steps in the Grievance Procedures are generally defined as follows:

DISTRICT STATIONS & CRIME PREVENTION COMPANY

Step 1. Lieutenant
2. Captain
3. Supervising Captain (additional)
4. Chief of Police
5. Commission

TRAFFIC BUREAU

Step 1. Lieutenant
2. Captain of Traffic
3. Director of Traffic (additional)
4. Chief of Police
5. Commission

BUREAU OF INSPECTORS

Step 1. Lieutenant
2. Captain of Inspectors
3. Chief of Inspectors (additional)
4. Chief of Police
5. Commission

HEADQUARTERS COMPANY

Step 1. Supervising Sergeant
2. Officer-In-Charge of Lieutenant
3. Director or Commanding Officer (additional)
4. Chief of Police
5. Commission

Movement up the procedural appeal steps can be accelerated where first line supervision determines that the power to settle the grievance lies at higher levels. In some instances, the employee can by-pass lower management and submit the grievance to the proper decision making level:

(69) If it is the judgment of any management representative that he does not have the authority to resolve the grievance, he may refer the grievance to the next step in the procedure.

(70) Grievances filed by an employee individually or through his representative shall be submitted to the lowest level of supervision having authority to adjudicate the grievance.

In a few education agreements, school boards having the final authority to resolve grievances, are permitted to intervene at earlier steps and to reverse previous management decisions:

(71) School Board Review: The school board reserves the right to review any decision issued under level I or level II of this procedure provided the school board or its representative notify the parties of its intention to review within 10 days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Where circumstances warrant, the movement of a dispute can be expedited through the various procedural steps. In the case of group grievances, for example, parties often can by-pass the first or second steps. In a few instances an employee is permitted to take his problem directly to the party alleged to have been the cause of the grievance:

(72) Any grievance which concerns more than one nurse may be filed at Step 2 of the above procedure.

(73) Any grievance of a general nature affecting a large group of employees may, at the option of the Association, be filed at Step 3 of the grievance procedure.

(22) Grievances may be processed directly with the party whose action resulted in the grievance and in such instances the previous steps of this grievance procedure may be omitted.

(74) If a grievance arises from the action of authority higher than the principal of a school, the union may present such grievance at the appropriate step of the grievance procedure.

In those agreements which permit the union, employer, or both to initiate grievances, the processing usually begins at the second or higher steps. Still others permit steps to be by-passed for any reason, provided both parties agree to do so. In a few instances, the agreement to pass over steps has to be in writing. And in exceptional cases, the parties might agree to return to a prior step for reconsideration:

(75) Grievances initiated by the City shall be processed in the same manner, but they may be initiated at either Step One, Two or Three.

(76) A grievance may be filed by an employee starting in Step 1, or by the Association or the City starting in Step 2, at any time within 30 days following discovery of the facts giving rise to the dispute.

(77) Any step of the grievance procedure may be by-passed by mutual agreement, in writing.

(78) By mutual agreement, the grievance may revert to a prior level for reconsideration.

A number of agreements inject a formal appeals board into the procedural steps, usually just before movement to final resolution. In a sense, these boards represent the last internal attempt to settle the dispute before third party intervention would be invoked. All

are bipartite in composition, involving only representatives of employer and employee. The board is authorized to hold hearings and call witnesses. It could issue a decision, but it is not final and binding, unless accepted by the grievant, or in some instances, unless the decision is reached unanimously:

(79) (a) The appeal board shall consist of two (2) representatives selected by the employer and 2 representatives selected by the union. The appeal board shall meet within 14 calendar days after receipt of the above appeal notice by the employer and shall render a decision within 7 calendar days following such meeting, which decision shall be final and binding upon the parties to this agreement.

(b) In the event the appeal board above described is unable to arrive at a mutually acceptable solution to the grievance within 7 days, either party hereto shall have the right to submit such grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, provided such submission is made within 15 calendar days after the meeting of the appeal board. If the grievance has not been submitted to arbitration within said 15 calendar day period, it shall be considered as being withdrawn by the union.

(42) If the grievance is not satisfactorily settled . . . , the union may submit the appeal . . . to a hearing before the Employees Appeal Board which has been established by ordinance. The aggrieved party may be represented at such hearing by one member of the Executive Committee, counsel and/or any other individual of the union's own choosing, who shall have the right to present documentation, testimony, or question witnesses in support of the appeal. The Employees Appeals Board shall have the right to question witnesses and include others in such hearing whom they feel are concerned with the appeal. The place of such hearing will be held at a suitable time and at a location specified by the Employees Appeals Board . . . and may be public at the aggrieved parties option. The decision of the Employees Appeals Board will be submitted, in writing . . .

If the grievance is not satisfactorily settled . . ., the union may submit the dispute . . . to arbitration . . .

Chapter 3. Grievance Resolution Procedures

Nearly 84 percent of the agreements having grievance procedures, covering 93 percent of the workers, include provisions for settling disputes through third party intervention, namely, factfinding, mediation, or arbitration. (See table 10.) Of the three, only arbitration is final and binding; factfinding and mediation are intermediate procedures used to resolve a dispute before it becomes necessary to invoke arbitration.[1] Neither factfinding nor mediation are as common as arbitration. (See table 10.) This low incidence is probably more attributable to the general acceptance of arbitration among State and local governments than to any disenchantment with either factfinding or mediation, which are almost totally absent in private industry.

Factfinding. About 4 percent of the agreements having grievance procedures provide for the use of factfinding. (See table 10.) The factfinder, or board of factfinders, by definition, seeks to separate the true events from the layers of emotion that may cloud the issues and to present them dispassionately, with or without recommendations, to the parties. By itself, factfinding does not guarantee settlement as much as it facilitates it by bringing to bear an impartial perspective that refocuses attention of the parties back to the fundamental issues.

Among the 21 factfinding provisions, most provide for a board or panel rather than for a single factfinder:

	Agreements	*Workers*
Total having factfinding	21	12,804
Single factfinder	4	2,470
Factfinding board	13	10,041
Factfinder or board	4	293

Most boards are tripartite, providing for representatives of the employer, the employee or union, and a neutral:

	Agreements	*Workers*
Total factfinding boards	17	10,334
Bipartite	3	1,475
Tripartite	10	8,566
No reference to composition	4	293

[1] In a few instances, factfinding and mediation appear to be the final grievance resolution level. See pp. 26-27 below for a discussion of these provisions.

As a rule, each party would appoint equal numbers to the factfinding board. In the three agreements having bipartite arrangements, the employer and union representatives then proceed to carry out their authority. In tripartite boards, the representatives appointed by each party ordinarily would choose a neutral third party to occupy the chair:

(80) . . . The Committee shall consist of three members who are District Government employees, and are selected as follows:
(1) One member, designated by the Director:
(2) One member, designated by the employee:
(3) One member, who shall be Chairman, designated by the first two members. . .

If the two partisan members are unable to agree upon an impartial chairman, the parties may then turn to an outside organization, such as the American Arbitration Association or a government mediation agency, for a list of neutrals. The parties would then alternately strike a name from the list until only one remains. On the other hand, the parties could also leave the choice to the discretion of the outside agency:

(81) Upon request of the grievant and the union, the unresolved grievance will be referred to advisory fact-finding. A single fact-finder will be used. If the Board and union are unable to agree upon a fact-finder within 7 days, a panel of 5 or 7 names will be obtained from the American Arbitration Association, and starting with the grievant the parties shall alternately strike names until a single name is left. If the individual selected as the fact-finder is not available, other individuals will be contacted in reverse order of their names having been stricken from the list.

(82) The advisory panel shall consist of 3 persons, one selected by the Mayor, one selected by the union, and the two advisory panelists shall then select a third mutual panelist who shall act as Chairman of the advisory panel.
If the parties fail to select a chairman, they shall request the State Mediation and Conciliation Service to name one.

Most of the 21 provisions are silent on the factfinder's authority, but a few authorize him to call

witnesses, interrogate them, and accept briefs as well as review records and documents:

(83) The union or the grievant may . . . appeal from such decision to the impartial hearing officer . . . The impartial hearing officer shall conduct a hearing on the grievance or grievances . . . At the request of the impartial hearing officer, such witnesses, records and other documentary evidence, as may be required, shall be produced . . .

(84) The committee shall review the appeal or conduct a hearing . . . The Board committee shall endeavor to ascertain all the pertinent facts in the case and shall receive written statements by or on behalf of the aggrieved, shall receive oral statements by or on behalf of the aggrieved, shall receive oral statements of both interested and disinterested parties, and shall interrogate persons presenting information in order to elicit all the pertinent facts. The committee may request any employee of the school district to be present other than the person who considered the grievance in step 1. However, the last condition shall not preclude such person from giving evidence or statements.

The final authority of the factfinder or panel is relatively weak. In all cases, the factfinder or panel files a report with an individual empowered to make a decision (usually a management official); and in most cases, recommendations are included:

	Agreements	*Workers*
Total having factfinding	21	12,804
Report limited to finding of fact	4	1,800
Report includes recommendations	17	11,004

The influence of the panel or factfinder depends in part upon the respect in which factfinding and its participants are held by the final decisionmaker and perhaps upon the politics of the situation. Theoretically, the decisionmaker is free to accept or reject the report and recommendations. In actuality, the decisionmaker is not completely unrestricted. If the report and recommendations also go to union and employee, management's decision may be influenced by its expectations of how the other parties will react. The requirement that the decisionmaker must justify his non-acceptance of the report and recommendations in writing likewise affects his freedom to decide. And if the findings and recommendation are made public, public opinion may influence the outcome:

(55) The advisory panel shall review the grievance and within 20 days from date of appointment of third member, recommend a solution to the Mayor and City Council. The Mayor and City Council shall render the final decision.

(85) The employee grievance appeals committee shall study the record of the case and shall hold an informal hearing.

The committee shall notify the appointing officer, the grievant and/or his representative, in writing, of its recommendation . . .

Upon receipt of the committee's recommendation, the appointing officer shall make a final decision in the matter and notify in writing all parties . . . If the appointing officer does not accept the committee's recommendation, he shall fully set forth in writing his reasons for such non-acceptance . . .

(86) . . . The committee, after deliberate and thorough review of all available testimony and information, shall make its findings and recommendations to the parties in writing.

The findings and recommendations of the advisory committee may be made public by either party. The findings and recommendations of the advisory committee are not binding upon either party but shall serve as a basis for further good faith efforts on the part of both parties to negotiate and settle any remaining issue.

As table 10 shows, in most instances where factfinding is found, it is the only grievance resolution procedure available to the parties. Thus the aggrieved would have no recourse if he did not agree with management's final decision. However, a few provisions permit the grievant to carry his appeal to arbitration.

Mediation. Mediation involves an attempt by a neutral third party to facilitate grievance settlement by suggesting possible solutions to the problem or by advising the parties. There is no final and binding decision, as in the case of arbitration, nor is there a finding of facts and recommendations. Full power remains with the parties to solve their own problems, but the mediator may help both to communicate and to overcome the impasse.

Arrangements for mediation were negotiated in only 5 percent of the grievance procedures. (See table 10.) In about half, failure of the mediator to bring the parties to agreement could result in referral of the dispute to arbitration. In most instances, provisions permitting mediation are brief, giving little detail of what would be involved in the mediation process. There may only be a requirement, for example, for one party to notify the other of a request to mediate; or the parties may agree to waive mediation in preference to arbitration; or the request may have to be in writing:

(87) Either the City or the union may petition the State Board of Mediation and Arbitration to appoint a mediator. This request must be made within 10 working days of the transmittal of the written decision in Step 4. Should mediation fail to resolve the question, then it may be processed to Step 6.

(53) If all previous steps fail in reaching a satisfactory settlement, the grievance may be referred by

the Association or the City to the Michigan State Labor Mediation Board in accordance with provisions set forth in Act 379 of the Public Acts of Michigan of 1965, as amended, or either party may take such other action as they may desire. If the Association or the City requests a mediation meeting, the other party will be so notified in advance of the meeting.

(88) If, as a result of such efforts outlined in Steps 1-3, a satisfactory settlement cannot be reached, both parties shall jointly submit the issue to mediation by the WERC. The parties may, however, by mutual agreement, waive this step (mediation) and submit the issue to arbitration . . .

(89) (a) If the grievance is not settled, it may be submitted first at the union's option, to mediation by a State mediator from the Connecticut State Board of Mediation and Arbitration. If the union elects to seek mediation its request therefore shall be in writing and must be filed with the Board not later than 10 working days after receipt of the written answer of the Director of Personnel and Labor Relations set forth in 17.4 above. The union will advise the Director of Personnel and Labor Relations in writing of their submission of the grievance to mediation at the time of filing.

(b) If the grievance is not resolved through mediation within five (5) days after the conference as provided in subsection (a) above the grievance may then be submitted to arbitration . . . .

Only a few provisions include any details. At times, the method of selecting the mediator is set forth as was the disposition of costs. The mediator might be limited to the issues before him, and the clause could emphasize his advisory role by stipulating that any recommendation or advice he may offer would not be binding. The mediator's effectiveness will depend upon his acceptance by the parties and his skills at bridging the gap between them:

(68) If the grievance is not resolved by the Chief of Police to the satisfaction of the member and/or the Association, the assistance of a mediator shall be obtained. Such mediator shall be selected from a list of 5 names submitted by the State Conciliation Service; the Chief shall first strike a name, followed by the member and/or Association until one name remains. The remaining individual shall serve as the impartial mediator. The mediator shall consider only the issue(s) presented, and his determination in the matter shall be submitted in writing to both parties. After the mediator has submitted his report, the member and/or the Association shall then again attempt to resolve the grievance; the Chief shall again use the grievance form to notify the member of his decision. The cost of mediation shall be borne equally by the department and the Association.

(90) In the event the Board of Pierce County Commissioners cannot agree with the union as to a disposition of the grievance, the dispute may be referred to a neutral mediator pursuant to RCW 49.08.010, which provides that it shall be the duty of the Director of Labor and Industries, upon application of the union or employer having differences, as soon as is practicable, to visit the location of such differences and to advise the respective parties what, if anything, ought to be done or submitted to by both to adjust said dispute. The advice of the mediator shall be advisory only and not binding on the Board of Pierce County Commissioners or the union unless agreed to prior to a specific mediation request.

(91) If the aggrieved person is not satisfied with the disposition of his grievance he may . . . . request in writing to the Association that his grievance be mediated.

. . . The Association shall (A) recommend to the aggrieved that no further action be taken, or (B) . . . that any further action is on his own responsibility or (C) submit the grievance in writing to the mediator.

In the event the Association requests mediation, a mediator shall be selected as follows: A mediator will be named by mutual agreement . . . should the parties be unable to agree on a mediator . . . the Association's representative will name one advisor and the Board's representative shall name one advisor. These 2 advisors shall select a mediator . . .

The mediator shall have 10 days . . . to help the parties reach agreement. If . . . he is unable to resolve the dispute, he shall give a verbal and written report to the Board stating the steps that he has taken in attempting to reach an agreement and his recommendation for resolution. Information copies of his recommendation shall be sent to the Association and the aggrieved person. The mediator shall then be dismissed.

Mediators are, in almost all cases, obtained from a State or local agency:

Source of mediator	*Agreements*	*Workers*
Referring to mediation	31	15,800
Referring to source of mediator	21	8,108
State or local agency	18	7,881
Federal Mediation and Concilation Service	1	52
U.S. Department of Housing and Urban Development	2	175
Reference to mediation; no reference to source of mediator	10	7,692

The tendency to seek help from a State or local agency may reflect either legal requirements or the parties' desire to obtain local mediators knowledgeable about local government and its labor relations situation. Similarly, the two agreements requesting mediation from the United States Department of Housing and Urban Development designate the labor relations director of the regional office, again a mediator likely to know the local situation. In the case of State and local agencies,

mediators may be full-time employees of the agency, or private individuals who the agency has determined have the skills and experience to mediate. This determination is made by the State or local agency only after each individual's background and experience is examined.

Arbitration. Arbitration procedures are found in 79 percent of the agreements having grievance provisions. (See table 10.) Although it is the most prevalent of the arrangements providing for third party assistance to resolve grievance disputes, arbitration is still less frequently found in public sector contracts than in those for private industry. In part this may be the result of the slow acceptance of arbitration in public employment. For years prior to the advent of collective bargaining as a major factor in public employee labor relations, grievance resolution lay completely in management's hands. The growth of collective bargaining, however, has brought change, and public employers moved, through negotiations, from unilateral grievance resolution, to advisory arbitration, and then to final and binding arbitration.

Scope of arbitration. About two-fifths of the arbitration provisions specifically define the scope of the procedure, most often making it the same as the grievance procedure:

Scope	*Agreements*	*Workers*
Total having arbitration	465	730,391
Referring to the scope of arbitration	184	196,479
Same as grievance	134	137,455
Some grievance issues omitted	50	59,024
Reference to arbitration; no reference to scope	281	533,912

It is safe to assume that the number of provisions in which the jurisdiction of grievance and arbitration arrangements is the same is much higher than shown. Agreements referring to arbitration but not to scope often state that grievances will move automatically to arbitration if not settled at the final step before arbitration. The implication of these clauses is that the scope of grievance and arbitration is identical:

(92) If the grievance is not settled, either party may, within 15 days after the reply of the Director is due, by written notice to the other, request arbitration.

The scope of arbitration is more likely to be the same where the grievance definition is broadly defined to apply to matters concerning the interpretation and application of the agreement:

(93) Any unresolved grievance which relates to the interpretation, application or enforcement of any specific article and section of this agreement or any written supplementary agreement and which has been fully processed through Step 7 of the grievance procedure may be submitted to arbitration . . . .

The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this agreement and which are not excluded from arbitration.

Some clauses, as a precaution, repeat that nongrievable matters are also non-arbitrable:

(94) *Grievance and arbitration.* A grievance is a dispute limited to a claim of violation of the express terms of this agreement.

A complaint is a dispute which concerns matters not covered by the express terms of this agreement and is not subject to the arbitration provision as hereinafter provided. . . .

(95) Any dispute arising between the parties may be subject to the grievance procedure, however only disputes arising out of the interpretation and application of the collective bargaining agreement are subject to arbitration. . . . Those subjects over which the Police and Fire Commission has authority are expressly precluded from the arbitration process and shall be subject to the rules and regulations of the Police and Fire Commission.

Other provisions outlined specific issues that would not go to arbitration, among them matters subject to special appeals procedures such as discipline. Adverse actions, or such issues as job classifications, evaluations, and decisions on probationary personnel also are excluded:

(96) The Grievance Appeal Board shall consist of an authorized representative of the Department of Public Safety appointed by the Commissioner of Public Safety, an authorized representative of the Lodge, and an impartial arbitrator selected by the Lodge and employer representative. In the event they are unable to agree upon an impartial arbitrator within five days after the request for arbitration is made by either party, the impartial arbitrator shall be selected through and pursuant to the rules of the American Arbitration Association. The cost of the impartial arbitrator shall be borne equally by both parties. The decision of the Board shall be made within thirty days of the closing of the hearing and shall be binding upon both parties. This Grievance Appeal Board will have no jurisdiction over disciplinary cases.

(97) Grievances may be submitted relating to matters contained in this agreement or which have not been the subject of collective bargaining, except those matters discussed but not agreed and suspensions, dismissals and reduction in grade are not arbitrable.

(98) Arbitration. Either the union or management may appeal any decision by the Civil Service Board of a grievance on matters other than discipline or classification.

(99) *Powers of the arbitrator.* It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

(a) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

(b) He shall have no power to establish salary scales or change any salary, unless, it is found that a teacher has been improperly placed on the existing salary schedule.

(c) He shall have no power to rule on any of the following:

1. The termination of services of or failure to reemploy any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation.
3. The termination of services or failure to reemploy any teacher to a position on the co-curricular schedule.
4. Any matter involving teacher evaluation.

In one agreement, management's rights were not arbitrable, nor were disciplinary actions and discharges of employees violating the no-strike clause. The employer, however, reserved the right to arbitrate, or file other claims against the union for similar violations:

(100) Excluded from arbitration are grievances which question the exercise of rights set forth in Section 6 of this agreement entitled MANAGEMENT RESPONSIBILITY, or which question the use or application of any right over which the employer is given unilateral discretion in this agreement. However the union shall not be precluded from arbritrating a grievance based upon the claim that the employer has exceeded such rights as set forth in the said Section 6 of this agreement.

Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the no strike pledge in this agreement.

Excluded from arbitration at the election of the employer but in no manner waived in any other forum, are any monetary claims by the employer against the union, its officers or members for breach of the no strike pledge in this agreement.

Referral to arbitration. Because the costs of arbitration are high, the decision to invoke arbitration is not lightly made. Expenditures of money and time, the likeihood of success, the possible effect upon the union-management relationship, and internal union politics, all may be considered.

Over two-fifths of the agreements having arbitration clauses stipulated that either party could initiate arbitration proceedings. (See table 11.) The party invoking arbitration has to notify the other that this step has been taken:

(101) Arbitration shall be invoked by written notice to the other party of intention to arbitrate. . . .

(102) If the union or the Town is not satisfied with the decision of the Personnel Board, it may within 15 working days after receipt of the decision submit grievance to arbitration. Notice of intention to proceed to arbitration must be given to the Town Manager or union president within 10 working days after receipt of such decision. . . .

Almost another two-fifths of the arbitration provisions permit only the employee organization to call for arbitration. More importantly, the grievant can not act independently of the union and invoke a costly arbitration that the union does not feel should be carried forward. On the other hand, the union can arbitrate without the grievant's consent:

(103) If the union believes that the matter should be carried further, it will, within 30 days of the Civ. Serv. Bds. answer, refer the matter to the American Arbitration Association for the selection of an impartial Arbitrator, to be selected by the union and the employer, to determine the dispute.

(104) Within 10 days from the receipt of the written decision of the department head, or his designated representative, Local 434, on behalf of an employee it has represented in the processing of this grievance, may request that the grievance be submitted to arbitration . . . .

(105) If not satisfied with the Department Head's answer, the union with or without the employee, may within 10 days after receipt thereof, request that the matter be submitted to an impartial arbitrator . . . .

(50) Should the aggrieved employee and the union consider the reply of the Director of the Department of Institutions to be unsatisfactory, the union shall, within 5 working days of the receipt of the reply, notify in writing the Administrator and the Director of the Department of Institutions of its intention to refer the grievance to arbitration . . . .

About 10 percent of the agreements having arbitration specify that the grievant could initiate the process, or that the grievant together with the employee organization could do so:

(106) If agreement is reached as a result of this meeting the director of employee relations shall

issue a disposition of the matter which shall be final and binding. If agreement is not reached, the aggrieved shall, within 3 days after the Step 3 meeting, notify, in writing, the director of employee relations that arbitration is required.

(107) If the employee or union is dissatisfied with such decision, he or the union may request arbitration of the dispute as follows, provided that no provision of this agreement which is stated to be a matter of policy shall be subject to arbitration:
(a) If the employee or union is dissatisfied with the decision in Step 4 or the grievance cannot be resolved, he or the union may submit the case to the District of Columbia Board of Labor Relations for arbitration. The request to the Board must be presented in writing and the decision of the Board will be final and binding on both parties.

By electing to go to arbitration, the grievant at times specifically waives his right to use other governmental appeals forums:

(108) Arbitration shall be initiated by certified letter from the grievant, and bearing the written approval to proceed of the president of the Federation, addressed to the Superintendant of Schools. Such letter shall be mailed within 20 school days of receipt of the written decision of the Board. Such request can be honored only if the grievant or grievants and the Federation waive the right if any, in writing of said grievant or grievants and the Federation to submit the underlying dispute to any other administrative or judical tribunal except for the purpose of enforcing the arbitrators award.

Where mutual consent is required before arbitration can be started, each party may veto such a move, thus weakening the availability of arbitration. If arbitration is barred, the aggrieved party conceivably may seek other remedies, such as legal action. Mutual consent might also be required to conform to State Law:

(109) Upon mutual agreement of the parties . . that a grievance not resolved in Step 3 shall be taken before an arbitrator for final settlement, the Association President and the legal representative of the City will select an arbitrator. . . .
Whenever the parties do not agree that an arbitrator will be used for final settlement, either party may seek an appropriate legal remedy.

(110) The parties have to recognize that under existing Utah law a present agreement to arbitrate future disputes is wholly unenforceable. Accordingly, it is understood and agreed that neither party shall have the right to initiate or require the other party to participate in or bear the expenses of any arbitration proceedings unless an agreement in writing for the submission of a particular dispute to arbitration shall be concluded. Within 10 school days after receipt of the written request for submission to arbitration, the superintendent or the Association shall respond in writing indicating whether it consents to submit the grievance to arbitration.

Type of arbitration machinery. In writing an arbitration clause, the parties have to agree on what type of arbitration machinery will best serve their needs—a single arbitrator, an arbitration board, a choice or combination of these procedures, or by referral of the grievance to a State agency for arbitration.

Single arbitrators, whether selected on an ad hoc basis or for the term of the agreement, are provided for by the parties in two-thirds of the agreements having arbitration, covering three-quarters of the workers. (See table 12.)

Boards of arbitration are found in less than one-quarter of the agreements. These are generally tripartite.

More than 88 percent of the agreements having arbitration procedures provide for the use of ad hoc arbitrators. (See table 12.) Under this system, arbitrators, single or board, are chosen for each dispute. After rendering a decision, the relationship is terminated, and the arbitrator might or might not be chosen for subsequent cases. There are several advantages in using ad hoc arbitrators for both union and management. In making selections, for example, both could seek arbitrators who are particularly qualified to handle the matter at issue. If the parties are not satisfied with the way the arbitrator handled the one case, they do not have to rehire him for others.

Only a small proportion of agreements establish a permanent arbitrator or arbitration board for the duration of the contract. Most provide for a single impartial umpire rather than a board. The advantages of a permanent arbitrator or board lie in the expertise that comes with growing knowledge of the collective bargaining relationship and its history, and conditions existing at the worksite.

Selection of ad hoc arbitrator. Nine out of ten ad hoc arbitration agreements provide for selection of the arbitrator directly by the parties. (See table 13.) Under such arrangements, union and management may jointly select an arbitrator or elect one by majority vote:

(111) The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within 7 days after notice has been given.

(112) In case agreement cannot be reached, a grievance board shall be named consisting of 3 representatives of the employer and 3 representatives of the employees. In case of deadlock in the grievance board, they shall, by majority vote, select an impartial arbitrator to dispose of all deadlock cases . . . .

In other agreements, the parties choose from a list of arbitrators furnished by an outside agency. The largest single group of employees is represented by these agreements because of the influence on coverage of four large New York State contracts, each of which require the two parties to choose an impartial arbitrator from a list provided by the State Department of Civil Service. Such a list could also be drawn up by mutual agreement of the parties:

(113) Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator from a panel established by the Department of Civil Service upon mutual agreement by the State and CSEA. The method of selection and the selection of the panel and the method of designation of the individual arbitrator for a particular case shall be agreed upon by the State and CSEA prior to March 31, 1973, provided, however, that it is contemplated that the essential method of selection of the arbitrator for a particular case shall be by agreement, and failing such agreement, then by lot from the panel.

(114) The State and SPA shall meet as soon as feasible after the execution of this agreement to seek agreement on an arbitration panel composed of 7 members.

Within 1 week of the receipt of a notice of intent to arbitrate, representatives of the State and SPA shall meet for the purpose of selecting the arbitrator from the panel either by agreement or by striking one name from the list of the arbitration panel until one name remains . . . The parties may by agreement substitute another person for a member of the panel.

Most remaining agreements provide for appointment of the arbitrator by a private or government agency:

(115) If the union decides to arbitrate the grievance, the arbitration proceedings shall be conducted by an arbitrator selected by the American Arbitration Association.

(116) If the grievance is not settled by Steps A, B and C and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the union shall have the right to submit such grievance to an arbitrator appointed by PERC.

While a few of the arbitration provisions are silent on selection procedures where the parties could not agree on an arbitrator, most provide for some form of impasse resolution. Nearly one-half of the agreements with provisions for ad hoc arbitrators specify that an outside agency will supply a list from which an impartial arbitrator would be chosen if union and management can not agree. Some even specify the method that the two would use to make their selection from the list, such as alternate striking of names:

(117) If within 5 days after notice has been received that either party desires arbitration of the dispute, no arbitrator can be mutually agreed upon, then the selection of the arbitrator shall be made from a list of arbitrators provided by the New York State Public Employment Relations Board in accordance with their procedures . . .

(118) In the event the matter is submitted to arbitration, an arbitrator shall be appointed by mutual consent of the parties hereto within 10 days after arbitration is invoked. If the parties cannot agree, they shall, by joint letter, solicit names of 5 arbitrators from the Federal Mediation and Conciliation Service from which each party shall alternately strike names until one arbitrator remains.

Less frequently, the parties agreed to have an outside agency appoint the arbitrator if they are unable to make a selection on their own:

(119) The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within 7 days after notice has been given. If the parties fail to select an arbitrator, either party may request the assignment of an arbitrator by the American Arbitration Association.

In still other instances where the parties can not agree on an arbitrator, the selection may be made by a judge or by a combination of two or more of the preceding ad hoc selection procedures:

(120) The City Manager and the FOP shall each promptly appoint a disinterested representative to the committee. The third committee member shall be selected by mutual consent of the first two appointees and shall be a disinterested, impartial, non-City employee. If after 2 days the third member cannot be agreed upon, he shall be selected by the presiding judge of the Superior Court of Pima County, Arizona.

(104) The parties shall select a mutually acceptable arbitrator from the list of arbitrators maintained by the Los Angeles County Employee Relations Commission and request said Commission to appoint such arbitrator pursuant to their established procedures. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that the Commission provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If after 5 days the parties cannot agree on an arbitrator, the parties will request the Employee Relations Commission to appoint the arbitrator.

Selection of permanent arbitrators. Of the 19 agreements providing for a permanent arbitrator or board, 11 stipulate that only union and management would select

the arbitrator. Of these, five name the arbitrator in the agreement:

(121) The parties agree on the appointment of Joseph Wildebush of Paterson, New Jersey, an impartial arbitrator who shall have full power to hear and determine the dispute between the parties. In the event of the arbitrator's incapacity, the parties shall agree on a replacement . . .

(122) The Impartial Arbitrator to serve as such until March 31, 1974 shall be Theodore W. Kheel, Esq., who has been selected by the parties to this agreement:

In six other agreements, the agency and the union are to appoint a permanent arbitrator or arbitrators after execution of the agreement:

(123) For the purpose of administering this section of this agreement, the parties to this agreement shall employ a competent permanent arbitrator, mutually acceptable to both parties. . . . all decisions of said arbitrator on disputes concerning this agreement which are submitted to him shall be final and binding on both parties to this agreement.

Two other agreements provide for the selection to be made by the employer and union from a permanent panel. In one large New York City agreement, the selection was made from a permanent list prepared by the city's Office of Collective Bargaining:

(124) . . . Such arbitration shall be conducted by an arbitrator designated from a standing panel of 3 arbitrators maintained by the Office of Collective Bargaining in accordance with applicable law, rules and regulations . . .

Two agreements provide for selection according to the rules of the American Arbitration Association when the parties are unable to agree on the selection of the permanent arbitrator:

(125) In the event the parties are unable to agree upon the appointment, or in the event the agreed upon umpire becomes incapacitated and is unable to continue to serve as such and the parties are unable to agree upon a mutually acceptable alternate, the umpire shall be selected in accordance with the rules of the American Arbitration Association.

One agreement allows the union and the Personnel Committee of the County Board of Supervisors to select the permanent arbitrator; and another authorizes the American Arbitration Association to appoint one from a panel of three arbitrators:

(126) To assist in the resolution of disputes arising under the terms of this Memorandum of Agreement and in order to provide an impartial forum to resolve such disputes, the parties agree to appoint an impartial umpire who shall act in each area of dispute as hereinafter provided. Such umpire shall be seleted by mutual agreement between the union and Personnel Committee of the County Board of Supervisors and shall be compensated for his services in a manner which is mutually satisfactory to the County, the Union and the umpire. He shall serve for a period of 1 year from the date of his appointment except that his term of office may be extended from time to time by mutual agreement of all parties.

(127) The American Arbitration Association shall appoint one of a panel of three arbitrators to be designated by mutual agreement of the parties, to serve in rotation for any case or cases submitted.

Only a small number of arbitration boards are included among the provisions for permanent arbitration and these vary in method of selection. Some set this forth in meticulous detail:

(128) *Board of Arbitration.* The Civil Service Arbitration Board shall be constituted as follows:

a. One member shall be appointed by the Mayor from among the members of the City Commission.

b. One member shall be appointed by the City Commission. Such member shall be a resident taxpayer of the City who neither holds nor is a candidate for any other public office or position and who is not an officer or employee of any political or party organization.

c. Two members shall be appointed by the City Commission from among persons nominated as follows:

(1) Each Union representing City employees shall nominate 4 different persons, each of whom shall be resident taxpayers of the City who neither hold or are candidates for any other public office or position and who are not officers or employees of any political or party organization. One-half of such nominees shall not be City employees or members of any labor union, or spouses of such members, and 1 of that half of the nominees shall be appointed by the City Commission to the Civil Service Board. The Commission will appoint a second member of the Civil Service Board from the remaining one-half of the nominees.

d. The four (4) members so appointed shall nominate 3 impartial persons, each of whom are resident taxpayers of the City who neither hold nor are candidates for any other public office or position and who are not City employees or members of any labor union or spouses of such members. If they cannot agree on 3 such nominees, the Governor of the State of Michigan shall

nominate 3 impartial persons who are resident taxpayers of the City, who neither hold nor are candidates for any other public office or position and who are not officers or employees of any political or party organization. One of such nominees shall be appointed by the City Commission as the fifth member of the Board.

e. A vacancy on the Civil Service Board shall be filled by a person nominated and appointed in the same manner as used in the case of his predecessor, except that in the case of a successor for the member nominated by the Unions who was not a City employee or a member or spouse of a member of a Labor Union, the nominees shall also meet that requirement, and further provided that for each future position to be filled from among Union nominated persons, each Union representing City employees shall each nominate 4 different persons. The term of such appointee shall be as provided by the City Charter.

(129) The arbitration shall be conducted by a tripartite arbitration panel. One member of the panel shall be appointed by the Board and this individual's minimal professional qualifications shall be those of the holder of a principal's certificate. One member of the panel shall be appointed by the union and this individual's minimal professional qualification shall be those of the holder of a teacher's certificate. The third member of the panel shall be selected by mutual agreement of the first two above named panel members except that any individual so selected shall be a bona fide resident of New Jersey and a member of the National Academy of Arbitration with a minimum of five years experience as arbitrator.

The first two named panel members shall be appointed within one week of the ratification of this agreement. The third panel member shall be selected by the first two within 10 days after their selection. In the event that the first two are unable to agree upon the selection of the neutral panel member as described above - either of the two shall call upon the American Arbitration Association to name the third panel member. Any individual so selected shall be required to be a bona fide resident of New Jersey. This panel shall sit for the duration of the agreement. The mutual third panel member shall serve as the Chairman of the Panel and shall arrange the dates, meeting places and agenda of any and all arbitration proceedings.

Any decisions of this arbitration panel shall be by majority vote. That is, by at least two members of the panel.

The third neutral panel member shall serve until he receives notice of termination of his services by either the Board or the Union. In such case a new third neutral panel member shall be appointed as described above. Termination shall not affect any grievance upon which a hearing has commenced.

Another, negotiated by a State university, provides for a permanent list of arbitrators from which a board is to be chosen:

(130) The University and the union shall agree to a list of at least nine members to serve as an arbitration panel. The list shall consist of three members recommended by the union, three members of the faculty recommended by the University, and three public members limited to Monongalia County recommended after mutual agreement by both the union and the University.

In the event arbitration is demanded on any grievance, the union and the President of the University shall each strike one name from each of the three lists, permitting an arbitration panel of three persons to result.

Outside agency used in the selection process. Nearly 85 percent of the provisions specifying the method of selection employed an outside agency in some phase of the procedure. The agency cited most frequently in the selection process is the American Arbitration Association (AAA). Agreements mentioning AAA, however, represent less than two-fifths of the employees using an outside agency. Various State and local labor agencies are specified in a slightly smaller number of agreements, but these represent more employees. Together, these two are cited in more than 87 percent of the agreements which specify outside agencies, and cover more than 90 percent of the employees. Unlike agreements in private industry, few used the Federal Mediation and Conciliation Service.

Nearly all of the agreement provisions were quite specific in their choice of the outside agency they wanted to use in selecting an arbitrator. However, a few agreements offer the parties a choice or named a particular agency as an example only:

(131) If agreement cannot be reached, then within 5 week days the parties jointly will request the State Board of Mediation or the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators.

(132) In the event the parties are unable to agree upon an arbitrator, the State Personnel Board shall request from an agency such as the Federal Mediation and Conciliation Service or similar organization to submit the names of 5 disinterested persons qualified and willing to act as impartial arbitrators.

Arbitration costs. Nearly 87 percent of the agreements which include arbitration stipulated that costs will be shared between employer and union. In practice, it is

probable that the parties under some of the contracts not referring to cost might actually share expenses as well. Where cost-sharing is referred to, virtually all provisions provide for equal sharing:

	Agreements	*Workers*
Agreements having arbitration provisions	.465	730,391
Having reference to sharing costs	.404	577,222
Shared equally	.384	566,865
Shared unequally	20	10,357
No reference to sharing costs	61	153,169

In a few instances, costs would be shared by employer and employees, where the bargaining agent was clearly not involved in the dispute. The possibility that an individual employee might be burdened with paying a portion of usually high arbitration fees, would act as deterrent to individuals who might otherwise arbitrate their disputes against the advice of their employee organization. Even where the union assumes its share of the cost, the employee might be required to meet at least a nominal charge:

(133) The fees and expenses of the arbitrator shall be born equally by the Fire Department and employee concerned; provided, if the union is a party to the dispute, such fees and expenses shall be borne equally by the Fire Department and the union.

(134) All costs of arbitration shall be shared equally by the BOCES Board and the aggrieved (or the association, if the grievance is supported by the association).

(122) The impartial arbitrator shall be paid reasonable compensation for his services. One-half of such compensation shall be paid by the Authority. The other one-half shall be paid by the union, less the sum of $10 for each grievance appeal to the impartial arbitrator by an individual employee, which sum shall be paid by the individual employee.

The costs to be shared are not always limited to the fee charged for the actual arbitration proceeding, but sometimes include other expenses as well:

(135) The arbitrator shall be paid his actual and necessary traveling and other expenses incurred in the performance of his duties plus a per diem allowance of $100 for each day or part thereof while engaged in the consideration of a dispute. The parties shall equally share the cost and fees of the arbitrator.

Although the expenses of the arbitrator might be shared equally, the actual costs of arbitration could differ for the parties, in any particular case, since each generally paid the expenses incurred in its own presentation:

(136) Expenses for the proceedings shall be borne equally by the employer and the union. However, each party shall be responsible for compensating its own representatives and witnesses.

In provisions involving a tripartite panel, the two parties normally bear the expense of their own arbitrator as well as other costs of presenting their position, but they would share the cost of the neutral arbitrator. The party requesting a written record of the proceeding is responsible for such costs, under some provisions, while in others it is to be shared equally:

(75) Expenses for the arbitrator's services in the proceedings shall be borne equally by the City and the union or employee, provided, however, that each party shall be responsible for compensating his own representatives and witnesses. If either party desires a transcript of the proceedings it may cause such a record to be made, but shall bear the cost, unless the transcript is taken by mutual agreement. Each party shall be responsible for providing his or its own copy. In the event the arbitrator requires a verbatim record of the proceedings, the original transcript shall be borne equally by both parties.

(137) The City and the union shall bear the expense of their respective arbitrators and witnesses and shall share equally the other expenses, including those of the neutral arbitrator and stenographic expenses.

Of the 20 agreements in which cost is not shared equally, 11 are found at the municipal level. There are some in which the employer assumes the heavier cost burden. For example, one local jurisdiction was given an option between using a State labor agency or an independent arbitration organization for certain grievances. If it chose the independent service, the town would assume the full costs of the arbitrator. In another agreement, expenses were shared equally up to $1,000 per grievance, with any additional costs paid by the city; and in a county agreement, the employer was required to pay two-thirds of any costs and the union one-third:

(138) . . . Arbitration shall be by the State Board of Mediation and Arbitration, except in the case of grievances involving discharges, reprimands, reductions in rank or compensation, and suspensions without pay, which may at the option of the Town be submitted to the American Arbitration Association. If the Town elects to exercise its option, it shall pay the fees of the arbitrator.

(139) The costs of the arbitrators shall be borne equally by the parties up to $1,000 per grievance. Additional arbitration costs above $1,000 shall be paid by the City. Each party shall be responsible for costs of presenting its own case to arbitration.

(140) The costs of arbitration shall be borne as follows: one-third by the employee organization and two-thirds by the County.

In others where the costs of arbitration are not shared equally, the full costs of the procedure are paid by the losing party:

(103) ... The fees and expenses of said arbitrator shall be paid by the party against whom the decision is rendered.

(141) Each party shall bear the cost of its chosen arbitrator and the party whom the arbitrators' decision is rendered against shall bear the entire cost of the third arbitrator.

Status of arbitrator's decision. An arbitrator's decision may be final and binding or advisory. Where it is final and binding, no other action is necessary and the grievance is considered to be resolved. On the other hand, under advisory arbitration, there is no obligation to accept the arbitrator's ruling and if rejected further action is required to settle the dispute. The additional procedure usually involves a final decision by management at the highest agency levels.

However, the use of final and binding arbitration has grown in State and local agreements. Contracts negotiated with the Federal Government are moving in the same direction as well. Grievance arbitration, permitted in Federal agreements, was advisory under Executive Order 10988, but Executive Order 11491 allows the parties to provide for final and binding arbitration, if they so choose. However, contrary to normally accepted concepts of final and binding arbitration, the decision can be appealed to the Federal Labor Relations Council.

Of the State and local agreements with arbitration, nearly 82 percent provide for a final and binding decision. (See table 14.) In many, restrictions are placed upon the arbitrator's authority, commonly that the decision would not alter or detract from the agreement. Other agreements stipulate that the decision will be binding unless it conflicts with applicable legislation and that the arbitrator may not widen the scope of the issue submitted by the parties:

(73) The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of municipal management under Article V of this agreement.

(64) The decision or award of the arbitrator shall be final and binding to the extent permitted by and in accordance with applicable law and this agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

In a few contracts, the status of the arbitrator's decision is not clear, since reference is made to city, State, or other regulations which are not spelled out in detail. The unusually large number of employees covered by these vaguely defined clauses, is due primarily to one New York City agreement covering 120,000 workers which refers to arbitration, but includes no detail except to cite procedures of the city's Board of Collective Bargaining and a city executive order.

Less than 10 percent of the arbitration procedures provide for an advisory decision. The arbitrator's award may be accepted or rejected, or may be taken under advisement in arriving at the final resolution:

(142) ... The written decision of an arbitrator resulting from any arbitration or grievances hereunder shall be entirely advisory in nature and shall in no way be binding or legally effective upon any of the parties hereto.

(143) The arbitration panel shall render its decision based upon a majority vote, no later than 30 calendar days after the conclusion of the final hearing. Such decision shall be reported to the Commissioner of Labor and to the union, shall be a matter of public record, and shall be advisory to the Commissioner of Labor in order to enable him or his designees to render a final decision.

(144) The arbitrator will report recommendations for settlement of the grievance to the President and the President of the Board within 15 working days of the date of his selection. The Board will accept or reject the arbitrator's recommendation by official action within 15 working days.

In 13 contracts, the award may be either final or advisory. Two Los Angeles County agreements, for example, allow binding arbitration only if mutually agreed to by both parties. Others limit final and binding arbitration to situations not involving adverse actions:

(145) The arbitrator's decision shall be entirely advisory in nature, except that by mutual agreement the parties may stipulate that the arbitrator's decision shall be final and binding upon the parties involved.

(24) The arbitrator's award shall be final and binding except for adverse actions where arbitration is advisory pursuant to Chapter 25, District Personnel Manual.

Limits on authority to award back pay. Only 15 percent of the agreements contain provisions which limit the arbitrator's authority to award back pay:

	Agreements	*Workers*
Total agreements having arbitration	465	730,391
Agreements having limits on back pay awards	69	149,524
No specific limits on back pay awards	396	580,867

A few agreements are careful to emphasize that an award in one instance will not serve as a precedent which will require a back pay award in another case:

(146) The decision of a majority of the Board of Arbitrators in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state, and the opposite party is bound to agree, that the award shall not be a binding precedent in like or analogous situations pending at that time.

Management's liability for back pay awards is limited in still other cases. No liability usually exists for any grievance filed prior to the execution of the agreement. Limited retroactivity is permitted in some cases, however:

(147) In case of a grievance involving any continuing or other money claim against the Facility, no award shall be made by the arbitrator, which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the Facility in writing except in a case whereby the employee or the union due to lack of knowledge could not know prior to that date that there were grounds for such a claim. In such cases, retroactive claims shall be limited to a period of 30 calendar days prior to the date the claim was first filed in writing.

(148) No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurence which takes place following the execution of this agreement and no arbitration determination or award shall be made by an arbitrator which grants any case of "back-pay" or other economic awards prior to the submission of the grievance.

As a rule, the amount of the award would not generally exceed the amount of wages that a suspended grievant would have normally received had he remained employed. Thus, compensation from a job taken while not employed by the agency would be considered in computing back pay:

(149) The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses or provisions of this agreement. Except as otherwise provided and limited by this agreement, no grievance claiming back wages shall exceed the amount of wages the employee otherwise would have earned less any remuneration or payments he may have received, during his period of suspension from employment with the University.

Final level of decision other than arbitration. More than 15 percent of the agreements having grievance procedures call for the settlement of a dispute by someone other than an arbitrator. In some cases an agreement may call for a third party neutral (table 15), but most often the power to settle remains in management's hands. Department or agency heads, or even the chief executive for the government level involved frequently are responsible for reaching a final decision. Under these circumstances, the employee organization has little power to affect the outcome except through persuasion. In some contracts, this ultimate power of management is ameliorated by giving the aggrieved recourse to the courts, a costly avenue for the employee unless assisted by the employee organization. In other agreements, some final decision making power is placed elsewhere as stipulated by law or civil service rule:

(150) If the grievance is not settled at the third step, the Council may appeal in writing within 10 working days to the department head, who may confer with the aggrieved and the Council and notify the aggrieved and the Council in writing within 10 working days from receipt of appeal.

(151) Third, and finally, if a satisfactory agreement is not reached through completion of step two above described, then the said grievance shall be forwarded to the Board of Works of the said City in written form and within 8 days after receiving said grievance, the Board of Works will arrange for a final meeting between the said Board, the aggrieved employee, and any representatives said employee may select to help present his case. This does not preclude the aggrieved employee's right to initiate civil action.

(152) The aggrieved employee may then submit his grievance to the Chairman of the Board of Supervisors who, within 10 working days after he receives the written grievance, will convene a meeting between the aggrieved employee, his Association Representative, and the Chairman of the Board of Supervisors or other representatives of the employer, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting, the grievance may be submitted to the courts.

(153) If the employee who has presented a grievance . . . feels that the same has not been resolved, a statement in writing shall be presented to the City Manager which said statement shall set out the nature of the grievance, the previous decisions of each person to whom the same was submitted and the reason it is felt that the same has not been resolved . . . The decision of the Manager shall be final except as otherwise provided by State law or civil service rule.

A few provisions place the final decision in management's hands but also provide for factfinding with recommendations.[2] As noted earlier, management's power to make the final decision is diminished to the

[2] See pp. 15-16 for a discussion of factfinding.

extent that the parties and the public are aware of the fact-finder's recommendations and the reasons for them. There is a tacit pressure upon management to adopt the recommendations, and if it does not, to present a carefully reasoned justification for this action, or face the consequences of what might be interpreted as an arbitrary act:

(55) The advisory panel shall review the grievance and within 20 days from date of appointment of third member, recommend a solution to the Mayor and City Council. The Mayor and City Council shall render the final decision.

(154) . . . File second appeal to superintendent by the aggrieved. . . (The aggrieved in his appeal may request the assistance of an advisory committee . . . to report its findings of fact and conclusions to all interested parties) . . . Decision must be made within 7 days after the hearing . . . The superintendent's decision is final and binding except in those cases which by law may be appealed elsewhere. . . .

(85) The employee grievance appeals committee shall study the record of the case and shall hold an informal hearing.

The committee shall notify the appointing officer, the grievant and/or his representative, in writing, of its recommendation within 7 working days from the date of the conclusion of the formal hearing.

Upon receipt of the committee's recommendation, the appointing officer shall make a final decision . . . If the appointing officer does not accept the committee's recommendation, he shall fully set forth in writing his reasons for such nonacceptance, a copy of which shall be sent to the Civil Service Commission.

A few agreements stipulate that mediation will be the final step of the grievance procedure. Should the mediator not succeed in his efforts, then, of course, management's view of the matter would prevail. In these few agreements, the grievance is referred to mediation under existing law or forwarded to a mediation agency:[3]

(51) Should the aggrieved employee and the union consider the decision of Commissioner or his appointed hearing officer to be unsatisfactory, the union shall within 5 days of receipt of such decision, notify the Commissioner in writing of its intention to have such grievance referred to Mediation, (N. D. Statutes, Section 34-11-01 through 34-11-05.)

(155) In the event the properly accredited officers or representatives of both parties herein cannot amicably settle any dispute or grievance arising out of the terms, application or interpretation of this agreement, the matter may be, upon petition by either party, referred to the United States Mediation Service.

(53) If all previous steps fail in reaching a satisfactory settlement, the grievance may be referred by the Association or the City to the Michigan State Labor Mediation Board in accordance with provisions set forth in Act 379 of the Public Acts of Michigan of 1965, as amended, or either party may take such other action as they may desire. If the Association or the City requests a mediation meeting, the other party will be so notified in advance of the meeting.

Dissatisfied grievants may resort to legal action under a few agreements. One provision restricted use of the courts to instances where mediation was either refused or it failed to result in resolution:

(156) . . . In the absence of agreement to mediate, or failure of mediation, the issue shall be resolved by an action in a court of competent jurisdiction on motion by either party.

In other provisions, settlement only could be achieved by submitting the grievance to a labor-management committee. These committees are generally bipartite and are the only means of dispute resolution referred to in the agreement:

(157) The purpose of the Grievance Committee shall be to settle all grievances between the Fire Department and the union as quickly as possible, so as to insure efficiency and promote employee morale. The Grievance Committee shall consist of the Chief, Assistant Chief, and two firefighters selected by the union.

(158) Metro and the Association agree to create a committee to be known as the "Policy Committee," which shall be composed of not more than five representatives of Metro and five representatives of the Association. This committee shall meet on call for the purpose of discussing the following:

(a) Any policy of Metro which will affect the bargaining unit;

(b) Disputes which may arise from time to time over the interpretation of the contract or rules and regulations of Metro.

[3] For a discussion of mediation as an intermediate step in the procedure see pp. 16-18 above.

Chapter 4. Official Time, Time Limits, and Withdrawal of Grievances

Official time. There are two schools of thought concerning payments to union representatives for time spent in the preparation and processing of grievance and arbitration cases. One opposes payments on the grounds that the union steward, grievant and witness are carrying out functions that are primarily of interest to the union and are of no benefit to management. According to this school, paid union stewards are likely to spend a great deal of time finding and promoting grievances rather than settling them quickly. The school supporting payments holds that contract administration is a proper task for both parties and that there is a mutual benefit in resolving grievances. The work force, according to this approach, is more productive when grievances are not left to fester for long periods.

Nearly one-half of the 591 agreements with grievance procedures provided a paid time allowance to employees for preparation or processing of grievances. (See table 16.) Specific reference to payments for time spent on arbitration cases, however, are found in only 9 percent of the agreements having arbitration. Conceivably, many of the provisions granting official time for processing grievances, may in practice, apply to arbitration as well. In a number of cases where the agreement is silent, informal arrangements may exist for time off to prepare and process grievance and arbitration cases.

Beneficiaries of the payment rule are, for the most part, union representatives, less often the grievant, and least often the witness. (See table 16.) Again, informal practice may exist which provides payments to those not specified in provisions. In those clauses applying to union officials, the definition of time off as "sufficient" or "reasonable" introduced an element of discretion in administering the provision. Nearly all of the clauses required stewards to notify supervisors in advance of when they expected to be away from their work sites:

(159) Union stewards and officers shall be granted sufficient time off during working hours to investigate and to settle grievances without loss of pay. Stewards will notify division heads before taking such time off. In the absence of the Division Head, they shall notify the immediate supervisor.

(160) Union stewards and the union president shall be granted reasonable time off during working hours to investigate and settle grievances, upon notice to their department head or immediate supervisor, without loss of pay.

To avoid management abuse of its discretionary power, several agreements state that permission to work on grievances will not be unreasonably withheld:

(161) Association representatives, as well as aggrieved employees participating in the settlement of a dispute, shall be paid at their normal pay rate by the town except in the arbitration step of the procedure. Association representatives and officers, before absenting themselves from work to investigate complaints and grievances and working conditions, or to discuss association business with town authorities, shall be granted permission from their immediate supervisor, which permission shall not be unreasonably withheld, nor shall said representative or officer of the association suffer loss of pay.

Some provisions also permit paid time to the grievant or to any witness who might be brought into the proceedings. However, the time spent on grievance-related activities can be excluded from calculations of employee eligibility for subsequent overtime payment. Moreover, if hearings extend beyond the normal workday, employees, as a rule, are not paid overtime:

(162) Employees submitting complaints or grievances, employees involved in complaint and grievance investigations, and employees attending complaint and grievance meetings and proceedings may do so during working hours without loss of pay and without charge to annual or sick leave. Time spent in such activity shall not be considered "time actually worked" for purposes of computing eligibility for overtime compensation.

(163) At each step of the grievance procedure, the employee shall be permitted to call, and the employer will approve, a reasonable number of employee witnesses necessary to the development of facts who shall suffer no loss of pay or leave. Overtime will not be paid any employee and witness.

Payments for time spent on arbitration cases are far more restrictive. In some instances, contracts stipulate that time spent in arbitration-related activities is not compensable time:

(106) Any loss of time by the employee and his representatives to attend [arbitration hearings] shall *not* be compensated.

(164) Employees, as grievants, witnesses or union representatives shall not be paid for time spent in arbitration proceedings.

In other contracts, however, the same payments apply to arbitration and grievance cases alike:

(165) In addition thereto, employees shall be granted reasonable time during working hours without penalty, to discuss grievances or other problems connected with their employment with union representatives, so long as permission has been previously granted to do so by the employer, or to testify before an arbitrator.

Witnesses, as a rule, are paid, and a local union officer might be paid, but not stewards or grievance committee members. Nonpayment to union officials is not unexpected since in general both union and management traditionally pay their own expenses and equally share those of the neutral arbitrator:

(166) The panel shall meet as promptly as possible. The fees and expenses of the third arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision. In the event more than one grievance is referred to the same hearing, the costs of the arbitration shall be divided proportionately, the loser bearing the proportionate share of the costs for the cases lost. All other expense for witnesses or otherwise shall be borne by the party incurring the cost. However, any city employee called as a witness by either side will continue to receive his regular rate of pay while attending such hearing, not to exceed the normal hours he would have been on duty.

(167) Stewards and grievance committee members shall suffer no loss of time or pay for time necessarily lost from their regularly scheduled working hours while investigating and presenting grievances as provided in the grievance procedure, but only the local unit President or his designated representative shall be paid for the time necessarily spent in attending the arbitration hearing . . .

Time limits. There is a consensus that the rapid settlement of disputes is essential to the development and maintenance of a good labor-management relationship. When a grievance remains "pending" and the time stretches out without resolution, recollections of what originally happened become hazy and may affect subsequent testimony at hearings. Resentment may build up, tensions rise, and employee morale drop with adverse results on production. Yet despite the desire to avoid these results, the Federal Mediation and Conciliation Service reported that in Fiscal 1973, the time spent from initiation of a complaint until an arbitrator was requested was 85 days. By the time an award was issued a total of 257 days had passed.[1]

One way to minimize undue delays is to place time limits on management, union, and grievant.[2] The principle adopted here is that at each step of the procedure one of the participants has the responsibility to act, and if he does not, he waives any further grievance rights that he may have. Such time limits are found in most grievance procedures. (See table 17.)

The first person required to act within a given time span is the grievant. He must file a complaint within a given number of days from the actual occurrence or from the time when he learned of the event. The actual time limit may vary for different kinds of grievable matters:

(168) Grievances shall be promptly filed. To be considered, a grievance must be filed at the first step within 48 hours of its occurrence (exclusive of Saturday, Sunday or a holiday) or when the employee first became aware (or in the exercise of reasonable diligence should have become aware) of its occurrence, but in no case may a grievance be filed more than 30 days after occurrence.

(72) An employee and/or MNA may request the settlement of a grievance by observing the following procedure within the following designated time limits after knowledge or reason to know of the occurrence or failure of occurrence of the incident upon which the grievance is based:

(a) 1 year for clerical errors;
(b) 30 days for other matters other than dismissal;
(c) 1 week for discipline or dismissal.

Time limits may be set forth in great detail covering various steps of the grievance. Occasionally, time limits may be waived under designated circumstances:

[1] Usery, William J. Jr., "The Role of FMCS in Disputes Settlement," unpublished speech before the Labor-Management Arbitration Conference, American Arbitration Association, Dec. 4, 1973, Cleveland, Ohio.

[2] Another approach is to adopt expedited arbitration procedures which are being experimented with in the steel industry and at the Ford Motor Company. See *Monthly Labor Review,* Nov., 1972, pp. 7–10.

(169) Timetable for Handling Grievances:

Level	*Deadline for Submitting Grievances*	*Deadline for Meeting*	*Deadline for Reaching Decision*
1. Immediate Supervisor	30 days	7 days	3 days
2. Superintendent	10 days after prior decision	7 days	3 days
3. Board of Education	10 days after prior decision	15 days	10 days
4. Arbitration	Notice to other party 10 days after prior decision	As Promptly as Possible	

In the event of an emergency, act of God, or other situation beyond the control of the parties, any aggrieved person, the Superintendent, or any immediate supervisor involved in a particular grievance, the aforesaid time limits shall be suspended during the pendency of the said condition or conditions.

Often the days referred to are carefully defined as working days to assure that no days are lost over a weekend or other non-working days. Clauses may also stipulate that a postmark will act as evidence of timely filing even though the notice may be received after the deadline has passed. There may be occasions when deadlines cannot be met, and although it is contrary to the purpose of time limits – namely to expedite the movement of grievances through the procedures – there may be mutual agreement to extend a deadline. Only rarely can one party extend it unilaterally:

(170) *Section 3. Definitions and Interpretations:*

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays in this contract.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within *twenty days* after the date the event giving rise to the grievance occurred, or the employee had reasonable knowledge thereof. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school board's designee.

(71) All time limits in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by State Law. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.

(45) However, any time specified for initiating or processing the grievance under the grievance procedure may be extended by either party for a period not in excess of 5 working days. Any further extension must be by mutual agreement. Saturdays, Sundays and holidays shall not be included within the limitation of time for processing grievances where limitation is for "working days."

Time limits on the initial presentation of a grievance are very important. If the employee or the union fails to present a grievance within the specified limits, the grievance invariably is considered to have been waived. This also holds true for the appeal of a lower level decision:

(171) Failure to file a grievance or to process it within stated periods shall be deemed a waiver of the grievance . . .

(172) Any grievance not processed in accordance with the time limits provided above shall be considered conclusively abandoned . . .

Treatment of management's failure to respond within time limits is somewhat more varied. In fact, in most of the cases where a management response to a grievance is required within a specified time limit, no penalty is indicated for failure to respond. (See table 18.)

Most commonly, in cases of management non-response, the grievance moves to the next step in the procedure upon union request:

(173) . . . Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within 5 days of the expiration of the designated time limits. . . .

(174) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

A small number of contracts require management to grant the requested remedy if it fails to respond to the grievance within the specified time limits:

(136) Failure to process the grievance within the time limits established in the preceding steps presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the Fire Department's representatives to answer the grievance in the time limits established in the preceding steps presumes that the claim made in the grievance is sustained and that the satisfaction requested will be provided.

(175) Failure by either party to observe the above-mentioned time limits shall presumably resolve the grievance in favor of the last party to act. Pursuant to the above 5 steps, failure to observe the time limits shall be a bar to further proceedings.

Other time limits apply to third party participants. Only a few contracts establish limits for the preparation of a written report following investigation by a fact-finder. (See table 17.):

(82) If the grievance is still unsettled, either party may, within 15 days . . . after the reply of the Personnel Director is due, by written notice to the other, request a review by a panel, who shall within 30 days recommend a solution to the Council. The Council shall render the final decision.

(55) The Advisory Panel shall review the grievance and within 20 days from date of appointment of a third member, recommend a solution to the Mayor and City Council. The Mayor and City Council shall render the final decision.

As the FMCS statistics indicated, major delays occur once all procedures short of arbitration have been exhausted. Consequently, negotiators have attacked the problem by establishing deadlines on the initiation of arbitration, the selection of the arbitrator, and on the delivery of the arbitrator's decision. These are all less frequently found than time limits dealing with grievance phases of the procedure. (See table 17.)

Of the 465 agreements with arbitration procedures, 327, or 70 percent, set deadlines on the initiation of an appeal to arbitration. Time limits here are greater than for previous steps in the grievance procedure:

(176) If the problem is not adjusted in the time specified in Step Two, and involves the application or interpretation of this agreement, Association may submit it to arbitration. . . . If a problem is not submitted to arbitration under this paragraph within fifteen days after Step Two's completion, it will be barred.

(177) If the decision of the Director of Nonacademic Personnel is not accepted by the employee, the case, on request of the employee shall be referred to a Board of Arbitration; constituted in accordance with the provisions of Sections 2, 3, 4 and 5 of Article II above. If referral to a Board of Arbitration is not requested within 60 calendar days from the date of the decision of the Director of Nonacademic Personnel, the case shall be considered as permanently and finally closed.

(178) If a grievance or dispute with respect to the interpretation or application of any of the terms of this agreement is not satisfactorily settled, the union may demand in writing that it be submitted to arbitration before a Board of Arbitration, hereinafter described and referred to as the "Board", and the District and the union shall arbitrate such grievances or dispute. This demand shall be served upon the District within 15 days from the date of the delivery of the decision of the General Manager of the District or his representative, on the grievance or dispute rendered in Step Three of the grievance procedure . . .

Over two-fifths of the arbitration procedures limit the time to be used in selecting the arbitrator. Once that time has passed, outside assistance must be sought. As noted previously, either a list is to be supplied for further selection by the parties or the outside agency will make the selection:

(179) The arbitration procedure shall be as follows:

Within 7 working days after a timely request for arbitration has been received by a party, the parties shall determine whether they can agree upon a person to serve as arbitrator. If within this time they cannot agree, a request shall be made to the Public Employe Relations Board for a list of 5 persons qualified and willing to serve. Both parties

shall have the right to strike two names from the list; the party requesting arbitration striking the first name, followed by the other party striking a name, the process being repeated and the remaining person being selected as arbitrator. As an alternative method, if consented to by both parties, arbitration may be by a team of three persons selected as follows: Each party shall select a member and the first two members shall select a third member, it being agreed that if within 5 days they cannot agree upon a third member, he shall be selected in the same manner as a single arbitrator is selected when the parties cannot agree.

(180) If the grievance has not been settled at Step 3 either party may refer it to arbitration within 15 days of the disposition under Step Three. If an arbitrator cannot be agreed upon within 5 days after receipt of the request for arbitration, the matter will be submitted to the American Arbitration Association for selection in accordance with their procedures. . . .

Almost 30 percent of the arbitration procedures limit the arbitrator's amount of time for rendering a decision. Thirty days is common, however, shorter periods of time are specified in some agreements:

(181) The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within 30 days after the conclusion of testimony and argument.

(182) The impartial arbitrator shall mail a copy of his opinion to the Secretary of the Authority and to the employee or his said representative within 5 days after the close of the hearing before him. . . .

Usually, the arbitrator suffers no penalty for failure to meet deadlines. A specific reference to take the case away from the arbitrator under such circumstances was rare:

(95) The findings of the arbitrator shall be final and binding on both parties provided such findings are delivered to the city and the union within 30 days of the hearing or the filing of briefs, whichever is later. If such findings are not filed within the stated time limit, the arbitrator loses jurisdiction.

Withdrawal of the grievance. Provisions for the withdrawal of a grievance were negotiated in 7 percent of the agreements:

	Agreements	*Workers*
Total agreements having grievance procedures	591	802,661
Grievance may be withdrawn	39	29,624
No reference to grievance withdrawal	552	773,037

Among these are clauses placing restrictions on withdrawal or cancelling financial liabilities upon withdrawal.

Provisions generally allow the grievance to be withdrawn at any step of the procedure. Many provisions state that withdrawal may be made without prejudice, meaning that withdrawal is not to imply anything adverse regarding the employee organization's position or be detrimental to similar grievances which might be filed in the future:

(183) The Union may withdraw a grievance without prejudice at any step of the grievance procedure.

(184) All decisions of arbitrators consistent with Paragraph 33 and all pre-arbitration grievance settlements reached by the union and the hospital shall be final, conclusive, and binding on the hospital, the union, and the employees. Provided, that a grievance may be withdrawn by the union at any time during Steps 1, 2, or 3 of the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they related to that grievance or any other grievances.

Some provisions, however, only allow withdrawal within a few days of introduction of the grievance:

(185) If the matter is not withdrawn by the nurse or settled within 5 calendar days of submission to the Director of Nursing Service, the question shall be automatically and immediately referred to the Administrator or his representative and a representative of the Association.

Other procedures disallow withdrawal of any grievance once it is referred to arbitration unless withdrawal is agreed to by both parties:

(186) A grievance which has been referred to an arbitrator may not be withdrawn by either party except by mutual consent.

A grievance once withdrawn can only be reinstated if the parties agree to it:

(93) The union may withdraw any grievance without prejudice at any step, however, the grievance withdrawn may not be re-instated.

(91) A grievance may be withdrawn at any level without prejudice. A grievance may be reopened within 6 days of its withdrawal if the Board, the Association and the aggreived person agree.

A number of agreements provide for the cancellation of financial liabilities upon withdrawal of the grievance:

(187) A grievance may be withdrawn, and, if so withdrawn, all financial liabilities shall be cancelled. Where one or more grievances involve a similar issue, these grievances may be withdrawn pending the disposition of the appeal of a representative case.

Chapter 5. Appeals From Disciplinary Action

In most instances, appeals from disciplinary action (i.e., from letters of reprimand, suspensions, demotions, and so forth) are handled through the regular grievance procedure, but in 58 agreements out of the 655 studied, special appeals arrangements were available. Contrary to nongovernment experience where the normal grievance procedure is accelerated by skipping earlier steps, these special arrangements more often provided for a separate hearing or appeal.

Disciplinary appeals provisions specify the kinds of actions that are within the scope of the special procedure and also stipulate the grievant's rights to representation:

(188) Dismissals, suspensions, demotions and disciplinary actions of any type shall not be a subject for the grievance procedure but shall be processed according to the procedures of the Personnel Appeal Board.

(189) *Disciplinary hearings.* Any disciplinary action by the Chief of Police, or the Acting Chief, against any member of the Portland Police Department covered by this agreement upon any charge of violation of department rules, inefficiency, incompetence, misconduct, negligence, insubordination, disloyalty or other charge shall be taken only after due notice and hearing.

The member so charged shall have the right to be accompanied by legal counsel at the hearing as well as by a member of the Board of Directors of the Police Benefit Association. The policeman so charged shall have the right to confer with his counsel at any time during the hearing and shall have the right to have his counsel speak on his behalf.

Other clauses briefly indicate applicable laws or codes outside the grievance procedure available to the disciplined employee in his appeals:

(156) Grievances, disputes, or disagreements involving removals, demotions, or suspensions shall be resolved as provided by the civil service provisions of the Santa Monica Municipal Code and the City Charter.

(190) All disputes concerning disciplinary proceedings shall be resolved under the provisions of Section 75 of the Civil Service Law only.

(191) If an employee elects to appeal a suspension of more than 5 days or a dismissal through Civil Service channels, it may not subsequently be processed as a grievance.

Where the disciplinary action is upheld, the grievant in some instances may seek legal remedy:

(192) Any person believing himself aggrieved by a penalty, or punishment of demotion in or dismissal from service or suspension without pay, or a fine imposed pursuant to the provisions of this Section, may appeal from such determination by an application to the New York Supreme Court in accordance with the provisions of Article 78 of the Civil Practice Law and Rules.

(193) An employee so disciplined or discharged shall be entitled to establish that he did not violate the provisions of this agreement by filing with the Board within 10 days after any action has been taken and the Board shall thereafter, within 10 days commence a proceeding for the purpose of determining whether or not the employee has violated this agreement. A decision shall be rendered within 10 days after the hearing and the employee shall have a right of review by a trial in the Circuit Court pursuant to the provisions of 3-18-16 and 3-18-17 SDCL 1967.

(194) Any personnel action taken by the Employer which it is thereafter agreed by him or found by an arbitrator, the Personnel Division, the Public Employe Relations Board or a court to have been improper or contrary to a provision contained in this agreement shall be promptly corrected, and an employe deprived of rights by such action shall be furnished retroactive relief to the extent possible under law and the rules of the Personnel Division.

Some hearings provisions also deal with the selection of the hearing officers who, as in the example below, may not be an employee of the agency involved in the case:

(195) The hearing upon charges shall be held by a person or persons designated from a panel established by the Department of Civil Service upon mutual agreement by the State and CSEA. The hearing officer so designated shall in no event be an employee of the same State department or agency as the employee against whom charges have been brought. . . .

In seven agreements, a special board was convened solely for the purpose of hearing appeals of disciplinary actions. The decision of these boards could generally be appealed further to arbitration:

(196) No permanent employee shall be dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner except for just cause. If any permanent employee is disciplined and in the judgment of such employee this action is taken by the City without just cause, he may, no later than 7 days after the date of such action, appeal in writing to the Board of Fire Commissioners to have the action rescinded or to have the severity of the punishment reduced. Within 14 days after receiving such appeal, said Board of Fire Commissioners shall arrange to and shall meet with the Union's Grievance Committee for the purpose of attempting to resolve this dispute. If such employee is dissatisfied with results of such meeting, he may, no later than 7 days thereafter submit such dispute in writing to the Personnel Appeals Board. If such Appeals Board fails to resolve the dispute to the satisfaction of such employee within 14 days of the date it receives such dispute, he may, no later than 10 days after the Appeals Board renders its decision or after the expiration of such 14 day period, whichever comes first, submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association as noted below and such Board shall hear the dispute and render a decision which shall be final and binding on all parties. Said Board of Mediation and Arbitration shall have the power to uphold the action of the City or to rescind or modify such action and such power shall include, but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay. Nothing contained herein shall prevent any employee from representing himself in these appeal procedures.

Twenty-three of the 58 agreements with a separate disciplinary procedure include arbitration. One specified that a member of the clergy would be one of the neutrals in all disciplinary procedures:

(197) An appeal from an unfavorable decision at Step IV in the case of a suspension, demotion or discharge may be initiated by the Association serving upon the Employer a notice in writing of its intent to proceed to arbitration within 7 days after receipt of the Step IV decision. Said notice shall identify the provisions of the memorandum, the department, the employe involved, and a copy of the grievance.

(198) In all cases of disciplinary action including moral turpitude, the Board of Education shall select one arbitrator, the other party shall select one arbitrator, and both arbitrators so selected shall choose a member of the cloth as the third arbitrator who shall be the Chairman.

In other cases, the above procedure shall be followed except that the third member of the panel may be any impartial person. The expenses of arbitration shall be divided equally between the parties.

Most of the agreements containing arbitration as part of the disciplinary procedure provide that the decision reached by arbitration will be final and binding rather than advisory:

(199) In the event that the disciplined employee rejects the decision of the Executive Director, the matter may be submitted to binding arbitration. All requests for binding arbitration shall be filed within ten working days after receipt of the decision of the Executive Director. Copy of said request shall be given to the Authority.

(200) Only the Union may request advisory arbitration on behalf of an employe who has been disciplined, provided that the action is properly appealable under the provisions of Section 63.43 of the Wisconsin Statutes in accordance with the rules and regulations promulgated thereunder by the Commission. . . .

(201) The decision of the arbitrator in disciplinary matters under Step 3A above shall not be considered binding on either the Court or the Union, but shall be advisory in nature and in the event that either party fails to carry out the decision, the other party shall have the option, within 7 days after receipt of the written decision of reopening the Statement of Policy on those paragraphs giving rise to the disciplinary action, if any.

A few agreements provide for remedies where disciplinary action is found to be wrong or inappropriate:

(202) In a dispute involving disciplinary action, the Board, or the arbitrator(s) so selected shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include, but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay.

Table 1. State and local agreements by region and level of government, 1972–73

Region	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	655	870,685	82	228,692	138	148,362	253	283,002	182	210,629
New England	75	54,086	16	31,019	1	712	37	12,411	21	9,944
Middle Atlantic	109	458,236	17	155,007	31	50,514	35	188,498	26	64,217
East North Central	218	170,046	26	20,517	47	24,235	75	48,548	70	76,746
West North Central	40	18,840	6	8,413	9	1,384	10	2,677	15	6,366
South Atlantic	48	47,594	7	2,191	8	11,482	18	8,843	15	25,078
East South Central	6	1,831	1	169	2	1,321	1	100	2	241
West South Central	3	3,861	–	–	–	–	1	700	2	3,161
Mountain	24	8,389	2	1,174	2	188	15	4,871	5	2,156
Pacific	132	107,802	7	10,202	38	58,526	61	16,354	26	22,720

Table 2. State and local agreements by size of bargaining unit and level of government, 1972–73

Size of bargaining unit	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	655	870,685	82	228,692	138	148,362	253	283,002	182	210,629
50–99	123	8,608	3	229	21	1,426	66	4,665	33	2,288
100–149	99	11,512	1	120	24	2,696	48	5,631	26	3,065
150–249	97	17,965	11	2,148	16	3,048	47	8,417	23	4,352
250–499	122	43,872	18	6,341	33	12,139	41	14,390	30	11,002
500–999	79	53,977	14	8,544	12	8,541	26	18,123	27	18,769
1,000–2,999	82	139,425	22	38,110	18	33,531	18	29,716	24	38,068
3,000–4,999	21	77,092	2	7,200	7	26,407	2	7,200	10	36,285
5,000–9,999	18	115,612	5	32,500	5	31,412	1	8,400	7	43,300
10,000–99,999	13	282,622	6	133,500	2	29,162	3	66,460	2	53,500
100,000 and over	1	120,000	–	–	–	–	1	120,000	–	–

Table 3. Duration of State and local agreements by level of government, 1972–73

Duration	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	655	870,685	82	228,692	138	148,362	253	283,002	182	210,629
Less than 12 months	18	18,595	–	–	5	8,460	10	5,215	3	4,920
12 months	196	219,794	23	122,281	51	38,419	71	16,619	51	42,475
13–23 months	66	81,088	15	38,028	11	8,714	26	11,916	14	22,430
24 months	197	180,047	20	28,222	38	57,047	70	23,132	69	71,646
25–35 months	47	74,631	6	5,120	8	13,844	18	10,419	15	45,248
36 months	89	259,347	10	29,433	19	10,825	39	205,201	21	13,888
More than 36 months	42	37,183	8	5,608	6	11,053	19	10,500	9	10,022

Table 4. Occupational coverage of State and local agreements in grievance and arbitration study by employee organization, 1972–73

Occupation	All agreements		Employee organization							
			AFL-CIO		Independent		Association		Multiple Affiliations	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	655	870,685	403	538,563	19	12,942	230	317,933	3	1,247
Blue-collar	162	103,832	145	90,447	7	6,630	9	5,862	1	893
Professional and/or technical	129	196,532	30	58,464	–	–	99	138,068	–	–
Clerical	20	43,487	7	40,025	–	–	12	3,374	1	88
Police and/or fire	139	62,716	68	27,067	6	4,672	64	30,711	1	266
Blue-collar and clerical	22	14,367	18	12,687	2	510	2	1,170	–	–
Professional and/or technical and clerical	6	49,783	3	32,000	–	–	3	17,783	–	-
Blue-collar and professional and/or technical	16	18,804	15	18,754	–	–	1	50	–	–
Clerical and police and/or fire	1	400	1	400	–	–	–	–	–	–
General coverage	160	380,764	116	258,719	4	1,130	40	120,915	–	–

Table 5. State and local agreements by agency function and level of government, 1972–73

Agency function	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	655	870,685	82	228,692	138	148,362	253	283,002	182	210,629
Agriculture	2	510	2	510	–	–	–	–	–	–
Central administration	9	26,060	3	20,660	4	4,384	2	1,016	–	–
Central services	3	1,147	–	–	2	629	1	518	–	–
Correctional institutions	7	47,060	4	45,950	2	210	1	900	–	–
Courts	7	3,109	–	–	7	3,109	–	–	–	–
Education	171	172,313	26	29,434	1	109	–	–	144	142,770
Employment compensation	5	11,700	5	11,700	–	–	–	–	–	–
Fire protection	66	19,728	–	–	3	2,275	63	17,453	–	–
Health and medical	63	59,518	14	26,136	28	16,952	19	15,680	2	750
Law enforcement	71	38,189	2	3,800	15	14,660	54	19,729	–	–
Legal departments	1	249	–	–	–	–	1	249	–	–
Libraries	1	200	–	–	–	–	1	200	–	–
Parks and recreation	3	1,635	–	–	–	–	3	1,635	–	–
Public transportation	31	69,107	1	8,800	1	90	3	1,694	26	58,523
Public utilities	3	277	–	–	–	–	3	277	–	–
Public works	54	20,239	7	9,230	24	4,770	21	5,080	2	1,159
Regulating agencies	3	4,350	3	4,350	–	–	–	–	–	–
Sanitation	6	3,670	–	–	1	850	5	2,820	–	–
Social welfare	14	30,979	3	8,500	9	2,079	2	20,400	–	–
Urban development	7	7,377	–	–	–	–	–	–	7	7,377
Multiple agency coverage	128	353,268	12	59,622	41	98,245	74	195,351	1	50

Table 6. Negotiated and agency grievance procedures in State and local agreements by level of government, 1972–73

Grievance procedure	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	655	870,685	82	228,692	138	148,362	253	283,002	182	210,629
Reference to grievance procedure	597	805,210	80	218,769	123	142,633	222	239,510	172	204,298
Agreements specifying grievance	591	802,661	80	218,769	122	142,533	218	237,361	171	203,998
Agency procedure only	58	160,538	7	4,590	22	21,587	26	127,046	3	7,315
Negotiated procedure only	512	609,519	64	191,329	97	118,761	185	108,506	166	190,923
Agency and negotiated procedure	21	32,604	9	22,850	3	2,185	7	1,809	2	5,760
Optional	17	11,876	7	7,250	3	2,185	6	881	1	1,560
Varies for different steps	4	20,728	2	15,600	–	–	1	928	1	4,200
Subject to negotiations	6	2,549	–	–	1	100	4	2,149	1	300
No reference to grievance procedure	58	65,475	2	9,923	15	5,729	31	43,492	10	6,331

Table 7. Scope of grievance procedure in State and local agreements by level of government, 1972–73

Grievance procedure	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	655	870,685	82	228,692	138	148,362	253	283,002	182	210,629
Agreements with grievance procedures	591	802,661	80	218,769	122	142,533	218	237,361	171	203,998
Total with scope of grievance procedure	536	755,505	78	217,551	96	124,345	201	229,662	161	183,947
All disputes	103	68,316	11	19,432	20	11,803	45	10,893	27	26,188
Interpretation or application of agreement	433	687,189	67	198,119	76	112,542	156	218,769	134	157,759
Scope not defined	55	47,156	2	1,218	26	18,188	17	7,699	10	20,051

Table 8. Specific inclusions and exclusions of grievance procedures in State and local agreements by level of government, 1972–73

Specific inclusions and exclusions	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	655	870,685	82	228,692	138	148,362	253	283,002	182	210,629
Agreements with grievance procedures	591	802,661	80	218,769	122	142,533	218	237,361	171	203,998
Specific inclusions	98	143,964	10	34,856	29	38,582	38	28,922	21	41,604
Specific exclusions	50	80,731	6	24,869	20	38,706	13	5,847	11	11,309
Disciplinary action	19	24,952	2	8,200	6	5,686	7	3,257	4	7,809
Other than disciplinary action[1]	11	15,906	2	12,169	1	100	3	712	5	2,925
Disciplinary action and non-disciplinary issues	18	38,093	1	3,200	13	32,920	3	1,878	1	95
Issues covered by laws, rules or regulations	2	1,780	1	1,300	—	—	—	—	1	480

[1] Items frequently mentioned were the rate of compensation, retirement benefits, position classifications, the results of Civil Service examinations and reductions in force.

NOTE: Nonadditive.

Table 9. Employee organization role in grievance procedures by level of government and employee organization in State and local agreements, 1972–73

Level of government	All agreements		Agreements with grievance procedures		Employee organization may initiate grievance		Employee organization role in handling an individual grievance			
							Total		Must represent	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	655	870,685	591	802,661	140	315,205	385	565,855	119	77,729
State	82	228,692	80	218,769	31	154,636	61	208,046	17	16,016
County	138	148,362	122	142,533	25	31,594	78	101,644	27	6,741
Municipal	253	283,002	218	237,361	43	51,664	144	100,718	52	40,465
Special district	182	210,629	171	203,998	41	77,311	102	155,447	23	14,507
EMPLOYEE ORGANIZATION										
Total	655	870,685	591	802,661	140	315,205	385	565,855	119	77,729
AFL-CIO	403	538,563	381	487,876	89	151,172	256	313,168	98	64,388
Independent	19	12,942	18	12,832	1	350	11	6,030	3	590
Associations	230	317,933	190	300,972	49	162,790	118	246,657	18	12,751
Combinations	3	1,247	2	981	1	893	—	—	—	—

	Employee organization role in handling an individual grievance				Representative not from employee organization permitted		Reference to employee organization grievance committee	
	Has right to attend		Attendance not required					
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	142	226,447	124	261,679	82	107,104	167	98,321
State	22	39,852	22	152,178	17	21,495	12	14,030
County	35	66,770	16	28,133	11	30,981	42	16,763
Municipal	43	22,354	49	37,899	20	6,303	73	41,181
Special district	42	97,471	37	43,469	34	48,325	40	26,347
EMPLOYEE ORGANIZATION								
Total	142	226,447	124	261,679	82	107,104	167	98,321
AFL-CIO	86	137,156	72	111,624	49	51,917	118	67,636
Independent	7	5,040	1	400	—	—	3	293
Associations	49	84,251	51	149,655	33	55,187	45	29,499
Combinations	—	—	—	—	—	—	1	893

NOTE: Nonadditive.

Table 10. Selected grievance resolution procedures in State and local agreements by level of government, 1972–73

Selected grievance resolution procedure	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Agreements with grievance procedures	591	802,661	80	218,769	122	142,533	218	237,361	171	203,998
Total with selected grievance resolution procedure	496	745,889	70	207,292	102	129,102	175	225,876	149	183,619
Factfinding	13	10,256	—	—	—	—	4	436	9	9,820
Mediation	15	3,882	1	366	2	510	9	2,688	3	318
Arbitration	444	717,285	65	197,936	97	128,031	155	219,845	127	171,473
Factfinding and arbitration	8	2,548	—	—	—	—	2	905	6	1,643
Mediation and arbitration	16	11,918	4	8,990	3	561	5	2,002	4	365
No selected procedure	95	56,772	10	11,477	20	13,431	43	11,485	22	20,379
Total with selected grievance resolution procedures[1]	496	745,889	70	207,292	102	129,102	175	225,876	149	183,619
Total with factfinding	21	12,804	—	—	—	—	6	1,341	15	11,463
Total with mediation	31	15,800	5	9,356	5	1,071	14	4,690	7	683
Total with arbitration	468	731,751	69	206,926	100	128,592	162	222,752	137	173,481

[1] Nonadditive.

Table 11. Arbitration referral procedures in State and local agreements by level of government, 1972–73

Procedure for referral to arbitration	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total agreements with arbitration	465	730,391	68	205,926	100	128,592	160	222,392	137	173,481
Agreements with referral procedures	438	700,122	66	203,799	93	119,728	151	217,570	128	159,025
Mutual consent	14	5,690	1	600	2	149	4	723	7	4,218
Either party	198	260,267	36	130,667	44	29,131	80	47,414	38	53,055
Union only	174	373,836	21	58,562	39	69,981	53	165,499	61	79,794
Employee only	22	36,860	5	8,540	4	13,782	1	70	12	14,468
Either union or employee	27	23,062	2	5,250	4	6,685	12	3,767	9	7,360
Automatically	3	407	1	180	—	—	1	97	1	130
Reference to arbitration; no reference to referral	27	30,269	2	2,127	7	8,864	9	4,822	9	14,456

Table 12. Type of arbitration machinery in State and local agreements by level of government, 1972–73

Provision	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Agreements with arbitration	465	730,391	68	205,926	100	128,592	160	222,392	137	173,481
STATUS OF ARBITRATOR										
Ad hoc (temporary)	410	518,322	63	196,436	91	117,311	134	73,560	122	131,015
Permanent	19	64,056	1	500	5	8,003	8	22,023	5	33,530
No reference to status of arbitrator	36	148,013	4	8,990	4	3,278	18	126,309	10	8,936
ARBITRATION MACHINERY										
Total referring to type of machinery	441	571,145	65	198,286	96	126,955	149	76,967	131	168,937
Single arbitrator	310	491,937	56	195,207	67	107,958	97	58,816	90	129,956
Arbitration board	106	64,165	7	2,449	26	15,724	38	8,550	35	37,442
Optional	15	12,152	2	630	3	3,273	6	7,280	4	969
State agency — no detail	10	2,891	—	—	—	—	8	2,321	2	570

Table 13. Method of selecting arbitrators in State and local agreements by level of government, 1972-73

Selection of arbitrator	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total agreements with arbitration	465	730,391	68	205,926	100	128,592	160	222,392	137	173,481
Reference to selection of ad hoc arbitrator or chairperson	410	518,322	63	196,436	91	117,311	134	73,560	122	131,015
Agency and union select	39	31,098	4	13,450	10	6,502	12	2,539	13	8,607
If parties unable to agree, outside agency provides list	199	198,913	45	61,466	30	43,691	65	34,405	59	59,351
If parties unable to agree, outside agency selects[1]	59	43,015	2	506	23	34,997	18	2,993	16	4,519
Agency and union select from outside agency list	75	210,938	12	121,014	15	17,397	21	15,769	27	56,758
Outside agency appoints	29	20,805	—	—	12	14,474	11	5,026	6	1,305
Other methods indicated[2]	9	13,553	—		1	250	7	12,828	1	475
Reference to selection of permanent arbitrator or chairperson	19	64,056	1	500	5	8,003	8	22,023	5	33,530
Named in agreement	5	33,008	—	—	—	—	2	708	3	32,300
Agency and union appoint	6	1,705	1	500	2	515	3	690	—	—
Selection made from permanent panel	2	20,480	—	—	—		1	20,000	1	480
If parties unable to agree, selection is made according to American Arbitration Association rules	2	6,593	—	-	2	6,593	—	—	—	—
Other methods indicated[3]	4	2,270	—		1	895	2	625	1	750
Reference to outside agency used in arbitration	393	510,934	61	184,876	83	117,402	134	81,569	115	127,087
Federal Mediation and Conciliation Service	24	11,852	1	900	1	400	18	7,789	4	2,763
American Arbitration Association	188	202,645	34	38,982	38	40,559	53	28,291	63	94,813
State or local labor agency	156	263,923	22	131,070	40	64,692	51	39,470	43	28,691
American Arbitration Association or, State or local labor agency	13	23,280	2	8,100	2	11,600	7	3,181	2	399
Judge	6	435	—	—	1	61	3	153	2	221
Choice between alternative agencies	6	8,799	2	5,824	1	90	2	2,685	1	200

[1] Includes 11 agreements covering 33,363 employees in Los Angeles County which provide for selection by the parties, if they are unable to agree, a local agency appoints the arbitrator.

[2] In other agreements an outside agency would act as arbitrator, a judge would automatically select an arbitrator or the agency and union would select from a list in the agreement. If the parties were unable to agree a judge could make the selection or a State agency member could be appointed.

[3] Other methods include selection from a local bar association, or, in the case of impasse, by the American Arbitration Association; and by a governor and city commission. In one instance a local civil service board automatically acted as an arbitration panel.

NOTE: **Nonadditive.**

Table 14. Status of arbitrator's decision in State and local agreements by level of government, 1972–73

Status of arbitrator's decision	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Agreements with arbitration	465	730,391	68	205,926	100	128,592	160	222,392	137	173,481
Reference to status of arbitrator's decision	439	582,995	64	198,060	94	119,124	150	98,516	131	167,295
Advisory	45	81,167	4	6,019	22	58,771	3	2,638	16	13,739
Binding	381	473,823	58	181,541	70	57,658	144	94,838	109	139,786
Varies with grievance issue	13	28,005	2	10,500	2	2,695	3	1,040	6	13,770
No reference to status of arbitrator's decision	26	147,396	4	7,866	6	9,468	10	123,876	6	6,186

Table 15. Level of decision when other than arbitration in State and local agreement grievance procedures by level of government, 1972–73

Level of decision	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	655	870,685	82	228,692	138	161,362	253	283,002	182	210,629
Agreements with grievance procedures	591	802,661	80	218,769	122	142,533	218	237,361	171	203,998
Final decision other than arbitration	95	50,554	6	3,233	18	15,388	40	8,529	31	23,404
Management official	54	29,347	4	2,775	11	10,435	25	5,170	14	10,967
Management official with results of factfinding	13	10,256	—	—	—	—	4	436	9	9,820
Mediation	14	3,741	1	366	2	510	8	2,547	3	318
Labor-management committee[1]	4	1,560	—	—	—	—	2	235	2	1,325
Court of Law[2]	6	4,194	—	—	4	3,943	1	141	1	110
State agencies	4	1,456	1	92	1	500	—	—	2	864

[1] Contains 3 agreements covering 1,400 workers with bipartite committees and 1 agreement covering 160 workers with tripartite committee.

[2] Includes one agreement covering 141 workers which first attempts settlement by mediation.

Table 16. Personnel eligible for official time allowances in State and local agreements, 1972–73

Personnel eligible	Official time		Official time allowance for—			
			Grievance preparation and processing		Arbitration	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	285	339,685	280	334,160	40	47,314
Grievant	107	164,360	101	156,897	28	40,309
Union representative	259	301,085	259	301,085	32	38,788
Employee witness	37	42,291	27	35,243	24	31,474

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

Table 17. Time limits on grievance and arbitration procedures in State and local agreements by level of government, 1972–73

Imposition of time limits	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	655	870,685	82	228,692	138	148,362	253	283,002	182	210,629
Total agreements with grievance procedures	55	8	80	218,769	122	142,533	218	237,361	171	203,998
Total agreements with grievance time limits	528	645,151	75	214,809	107	127,976	190	109,451	156	192,915
Time limit on:										
Grievance initiation	372	551,994	65	208,468	63	88,747	133	92,346	111	162,433
Management response	483	619,493	73	214,363	96	119,391	174	105,086	140	180,653
Appeal to higher level	437	606,336	70	213,692	88	117,674	151	100,502	128	174,468
Factfinding report	21	31,160	2	780	4	13,909	5	1,121	10	15,350
Invoking arbitration	327	504,928	59	189,540	68	90,356	105	84,729	95	140,303
Selection of arbitrator	197	215,516	41	57,517	38	63,676	56	35,322	62	58,991
Arbitrator's decision	137	189,901	23	32,603	23	24,975	37	23,615	54	108,708

NOTE: Nonadditive.

Table 18. Effect of management nonobservance of time limits in State and local agreements by level of government, 1972–73

Effect of nonobservance	All agreements		Level of government							
			State		County		Municipal		Special district	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	655	870,685	82	228,692	138	148,362	253	283,002	182	210,629
Total reference to time limit on management response	483	619,493	73	214,363	96	119,391	174	105,086	140	180,653
Total with penalty for nonobservance of time limit	137	314,880	23	121,256	25	74,511	39	46,458	50	72,655
Grievance advances to next step	114	301,264	20	118,446	21	69,786	29	43,393	44	69,639
Remedy granted	23	13,616	3	2,810	4	4,725	10	3,065	6	3,016
No reference to penalty	346	304,613	50	93,107	71	44,880	135	58,628	90	107,998

Appendix A. Identification of Clauses

Employee organization affiliated with the AFL-CIO unless otherwise indicated as independent union or association.

Clause Number	Employer and union	Expiration date
1	Plainfield, N.J.; public works Teamsters (IBT) (Ind.)	December 1972
2	New York, N.Y.; licensed unit Marine Engineers Beneficial Association (MEBA)	August 1973
3	St. Louis County, Mo.; Dept. of Hospitals, Highways, Parks and Recreation State, County and Municipal Employees (AFSCME)	December 1973
4	Tioga County, N.Y.; countywide Civil Service Employees Association (CSEA) (Ind.)	December 1972
5	Ontario, Calif. Firefighters (IAFF)	July 1972
6	Pennsylvania; Liquor Law Enforcement Unit Fraternal Order of Police (FOP) (Ind.)	June 1973
7	Dayton, Ohio; public works State, County and Municipal Employees (AFSCME)	March 1975
8	Washington; Employment Security Dept. Washington Fed. of State Employees	April 1975
9	Ohio; Youth Commission State, County and Municipal Employees (AFSCME)	July 1975
10	Oakland, Calif.; supervisory employees Civil Service Employees Association (CSEA) (Ind.)	June 1975
11	Jersey City, N.J.; Medical Center, practical, graduate and public health nurses United Nurses Organization (Ind.)	December 1972
12	Jersey City, N.J.; public works Jersey City Public Employees, Inc. (Ind.)	December 1972
13	Bangor, Maine Firefighters (IAFF)	December 1974
14	Winnebago County, Wisc.; Highway Dept. State, County and Municipal Employees (AFSCME)	December 1973
15	Wisconsin; Health and Social Services State, County and Municipal Employees (AFSCME)	January 1973
16	Jefferson County, Wisc.; public health State, County and Municipal Employees (AFSCME)	December 1972
17	Cumberland, Md.; citywide State, County and Municipal Employees (AFSCME)	June 1975
18	Washington; Highway Dept. State, County and Municipal Employees (AFSCME)	December 1971

19	Manitowoc County, Wisc.; Highway Dept. State, County and Municipal Employees (AFSCME)	December 1973
20	Warren, Mich.; Board of Education State, County and Municipal Employees (AFSCME)	December 1973
21	Inglewood, Calif. Inglewood Firemens Association (Ind.)	June 1974
22	Waterbury, Conn.; blue collar employees State, County and Municipal Employees (AFSCME)	December 1972
23	Charleston, W. Va.; Transportation Authority Amalgamated Transit Union (ATU)	June 1973
24	District of Columbia; Dept. of Highways and Traffic Government Employees (AFGE)	November 1972
25	Lincoln, Neb.; citywide State, County, and Municipal Employees (AFSCME)	August 1973
26	Pierce County, Wash.; Hospital Council Wash. State Nurses Association (Ind.)	September 1973
27	Onondaga County, N.Y.; countywide Civil Service Employees Association (CSEA) (Ind.)	December 1974
28	Boston, Mass.; Public Welfare Dept. State, County and Municipal Employees (AFSCME)	March 1974
29	Massachusetts; Metropolitan District Commission State, County and Municipal Employees (AFSCME)	February 1974
30	Boulder, Colo. Firefighters (IAFF)	December 1972
31	Meriden, Conn. Firefighters (IAFF)	June 1975
32	Springfield, Mass.; School Committee Springfield Public School Custodians Association (Ind.)	December 1974
33	Michigan; University of Michigan State, County and Municipal Employees (AFSCME)	December 1973
34	Livonia, Mich. Livonia Police Officers Association (Ind.)	November 1973
35	Port Jefferson Station, N.Y.; Board of Education National Education Association (NEA) (Ind.)	June 1973
36	Joliet, Ill.; Police Dept. State, County and Municipal Employees (AFSCME)	Open End
37	Boston, Mass.; Public Library Boston Public Library Professional Staff Association (Ind.)	June 1975
38	Lansing, Mich.; School Board State, County and Municipal Employees (AFSCME)	June 1974
39	Alexandria, Va.; Board of Education National Education Association (NEA) (Ind.)	June 1974
40	Michigan; Ferris State College Ferris State College Clerical and Technical Association (Ind.)	June 1975
41	Reno, Nev.; citywide Reno Municipal Employees Association (Ind.)	June 1975
42	East Hartford, Conn.; citywide State, County and Municipal Employees (AFSCME)	June 1973
43	Anchorage, Alaska; Municipal Light and Power Dept. Electrical Workers (IBEW)	July 1973
44	Lincoln, Neb. Firefighters (IAFF)	August 1973

45	Springfield, Mass.; School Committee Springfield School Cafeteria Employees Association (Ind.)	April 1975
46	Allegheny County, Penn.; countywide Service Employees (SEIU)	April 1973
47	Lansing, Mich.; citywide State, County and Municipal Employees (AFSCME)	June 1974
48	Portland, Ore.; citywide Dist. Council of Trade Unions	June 1974
49	Macomb County, Mich.; Road Commission State, County and Municipal Employees (AFSCME)	June 1974
50	Montana; Dept. of Institutions State, County and Municipal Employees (AFSCME)	June 1973
51	North Dakota; Highway Dept. State, County and Municipal Employees (AFSCME)	June 1973
52	Michigan; Northern Michigan University State, County and Municipal Employees (AFSCME)	June 1974
53	Livonia, Mich. Livonia Fire Fighters Association (Ind.)	November 1973
54	Plainfield, N.J.; Fire Dept. Mutual Benevolent Association (Ind.)	December 1974
55	Cumberland, Md. Firefighters (IAFF)	June 1975
56	Erie County, N.Y.; countywide State, County and Municipal Employees (AFSCME)	December 1972
57	Old Orchard Beach, Me.; School Board National Education Association (NEA) (Ind.)	August 1973
58	District of Columbia; Board of Education Teachers (AFT)	March 1974
59	Fairfax County, Va.; countywide State, County and Municipal Employees (AFSCME)	June 1974
60	Lorain, Ohio; Board of Education National Education Association (NEA) (Ind.)	August 1973
61	Cranston, R.I. Firefighters (IAFF)	June 1973
62	Aurora, Ill. Firefighters (IAFF)	September 1973
63	Grays Harbor, Wash.; citywide State, County and Municipal Employees (AFSCME)	December 1973
64	New York; Security Services Unit State, County and Municipal Employees (AFSCME)	March 1974
65	Oakland County, Mich.; Board of Auditors State, County and Municipal Employees (AFSCME)	December 1974
66	Pueblo County, Colo.; Public Welfare State, County and Municipal Employees (AFSCME)	November 1973
67	Pawtucket, R.I.; School Committee State, County and Municipal Employees (AFSCME)	June 1974
68	San Francisco, Calif.; Police Dept. Police Officers Association (Ind.)	February 1974
69	Orange County, Calif.; countywide Orange County Employees Association (Ind.)	July 1973
70	Washington; Dept. of Social and Health Services State, County and Municipal Employees (AFSCME)	March 1973

71	Marshall, Minn.; School Board National Education Association (NEA) (Ind.)	June 1974
72	Boston, Mass.; citywide Mass. Nurses Assn. (Ind.)	June 1974
73	Boston, Mass.; Police Dept. Boston Police Patrolmen's Association, Inc. (Ind.)	June 1973
74	Cleveland, Ohio; Board of Education Teachers (AFT)	November 1974
75	Paducah, Ky.; citywide State, County and Municipal Employees (AFSCME)	March 1974
76	Youngstown, Ohio; Police Dept. Fraternal Order of Police (FOP) (Ind.)	June 1973
77	Buffalo, N.Y.; Board of Education State, County and Municipal Employees (AFSCME)	June 1973
78	Los Angeles County, Calif.; Board of Supervisors Supervisory Professional Paramedical-Health Employees, Service Employees (SEIU)	June 1974
79	Battle Creek, Mich.; citywide State, County and Municipal Employees (AFSCME)	May 1974
80	District of Columbia; Dept. of General Services Bureau of Repairs and Improvements, Government Employees (AFGE)	March 1973
81	Decatur, Ill.; Board of Education Service Employees (SEIU)	June 1973
82	Hagerstown, Md.; citywide State, County and Municipal Employees (AFSCME)	July 1973
83	San Francisco, Calif.; Public Utilities Commission Transport Workers (TWU)	Open End
84	Schenectady, N.Y.; School District Teachers (AFT)	June 1973
85	San Francisco, Calif. Dept. of Public Health-Laguna Honda Hospital, Service Employees (SEIU)	June 1974
86	Casper, Wyo.; School District Service Employees (SEIU)	July 1973
87	Waterbury, Conn.; citywide State, County and Municipal Employees (AFSCME)	March 1974
88	Oneida County, Wisc.; Highway Committee State, County and Municipal Employees (AFSCME)	December 1973
89	Hartford, Conn.; Metropolitan District State, County and Municipal Employees (AFSCME)	December 1972
90	Pierce County, Wash.; County Commissioners State, County and Municipal Employees (AFSCME)	December 1973
91	Phoenix, Ariz.; Wilson School District No. 7 National Education Association (NEA) (Ind.)	June 1974
92	Massachusetts; Division of Employment Security State, County and Municipal Employees (AFSCME)	November 1974
93	Detroit, Mich.; Dept. of Street Railways State, County and Municipal Employees (AFSCME)	June 1974
94	Andover, Mass.; citywide State, County and Municipal Employees (AFSCME)	October 1974
95	Fond du Lac, Wisc. Fond du Lac Professional Policemen's Association (Ind.)	December 1973

96	Wilmington, Del.; Police Dept. Fraternal Order of Police (FOP) (Ind.)	June 1973
97	Dade County, Fla.; countywide State, County and Municipal Employees (AFSCME)	September 1974
98	Grand Rapids, Mich.; citywide State, County and Municipal Employees (AFSCME)	August 1974
99	Rochester, Mich.; Board of Education National Education Association (NEA) (Ind.)	August 1974
100	Adrian, Mich.; Dept. of Public Works Steelworkers (USA)	July 1975
101	Detroit, Mich.; Dept. of Street Railways State, County and Municipal Employees (AFSCME)	June 1974
102	West Hartford, Conn.; Police Dept. State, County and Municipal Employees (AFSCME)	June 1973
103	East Detroit, Mich.; Multi-unit State, County and Municipal Employees (AFSCME)	June 1974
104	Los Angeles County, Calif.; Paramedical Technical and Institutional Support Services Units Service Employees (SEIU)	June 1974
105	Buffalo, N.Y.; citywide State, County and Municipal Employees (AFSCME)	June 1973
106	Anoka, Minn.; School District Service Employees (SEIU)	June 1973
107	District of Columbia; Dept. of Sanitary Engineering – Revenue Branch Government Employees (AFGE)	January 1974
108	New Britain, Conn.; Board of Education Teachers (AFT)	December 1973
109	Rockford, Ill. Firefighters (IAFF)	December 1974
110	Salt Lake City, Utah; Board of Education National Education Association (NEA) (Ind.)	June 1976
111	Huntington, W. Va.; Dept. of Public Works State, County and Municipal Employees (AFSCME)	June 1973
112	Waterloo, IA.; citywide Laborers (LIUNA)	January 1975
113	New York; Professional, Scientific and Technical Unit Civil Service Employees Association (CSEA) (Ind.)	March 1973
114	New York; Executive Branch Senate Professional Association (Ind.)	June 1974
115	Trenton, Mich.; Dept. of Public Works State, County and Municipal Employees (AFSCME)	June 1973
116	Jersey City, N.J.; city hall State, County and Municipal Employees (AFSCME)	December 1972
117	Amsterdam, N.Y.; Dept. of Public Works State, County and Municipal Employees (AFSCME)	December 1973
118	Dayton, Ohio; Firefighters (IAFF)	December 1973
119	Lewiston, Me.; citywide State, county and Municipal Employees (AFSCME)	December 1973
120	Tucson, Ariz.; Police Dept. Fraternal Order of Police (FOP) (Ind.)	August 1973

121	Newark, N.J.; Fire Dept. Teamsters (IBT) (Ind.)	December 1972
122	New York, N.Y.; Transit Authority Transit Union (ATU)	March 1974
123	Rochester, N.Y. Firefighters (IAFF)	June 1973
124	New York, N.Y.; Social Services State, County and Municipal Employees (AFSCME)	December 1973
125	Milwaukee County, Wisc.; countywide State, County and Municipal Employees (AFSCME)	December 1974
126	Milwaukee County, Wisc.; Staff Nurses Staff Nurses Council of Milwaukee (Ind.)	December 1974
127	Port Washington, N.Y.; School District National Education Association (NEA) (Ind.)	June 1973
128	Grand Rapids, Mich. Firefighters (IAFF)	May 1974
129	Newark, N.J.; Board of Education Teachers (AFT)	January 1973
130	Morgantown, W. Va.; West Virginia University Laborers (LIUNA)	Open End
131	Missouri; Division of Mental Health State, County and Municipal Employees (AFSCME)	August 1974
132	New Mexico; Dept. of Hospitals and Institutions Carpenters (CJA)	July 1974
133	District of Columbia Firefighters (IAFF)	February 1974
134	Albany, N.Y.; School District Faculty Association (Ind.)	June 1973
135	St. Louis County, Mo.; Welfare Dept. Service Employees (SEIU)	December 1973
136	Littleton, Colo. Firefighters (IAFF)	December 1973
137	Walla Walla, Wash. Firefighters (IAFF)	December 1972
138	West Hartford, Conn.; citywide West Hartford Municipal Employees Joint Council (Ind.)	June 1974
139	Eugene, Ore.; Police Dept. Eugene Police Patrolman's Association (Ind.)	June 1973
140	Monroe County, N.Y.; Social Services Monroe County Federation of Social Workers (Ind.)	December 1972
141	Manitowoc County, Wisc.; County Courthouse State, County and Municipal Employees (AFSCME)	December 1972
142	Los Angeles County, Calif.; Appraisers Marine Engineers (MEBA)	August 1974
143	Tennessee; Dept. of Public Health State, County and Municipal Employees (AFSCME)	Open End
144	Akron, Ohio; Board of Education National Education Association (NEA) (Ind.)	June 1974
145	Los Angeles County, Calif.; Central Services State, County and Municipal Employees (AFSCME)	August 1974
146	Schenectady, N.Y. Schenectady Patrolmen's Benevolent Association (Ind.)	December 1974

147	Delaware; Dept. of Health and Social Services Laborers (LIUNA)	March 1974
148	New Castle, Pa.; Public Works Dept. Laborers (LIUNA)	December 1973
149	Michigan; University of Michigan-Maintenance Employees Washtenaw County Building and Construction Trades Council	March 1974
150	Milwaukee, Wisc.; Health Dept. Staff Nurses' Council (Ind.)	December 1974
151	Richmond, Ind. Firefighters (IAFF)	April 1975
152	Cortland County, N.Y.; countywide Civil Service Employees Association (CSEA) (Ind.)	December 1974
153	Decatur, Ill.; citywide State, County and Municipal Employees (AFSCME)	April 1974
154	Allegany County, Md.; Board of Education Allegany County Council of School Personnel Organizations (Ind.)	June 1973
155	Belleville, Ill.; Belleville Township High School-custodial and maintenance employees Service Employees (SEIU)	June 1974
156	Santa Monica, Calif.; Motor Coach Operators Transportation Union (UTU)	June 1975
157	Bellingham, Wash. Firefighters (IAFF)	December 1974
158	Seattle, Wash.; Transit Commission Transit Union (ATU)	October 1974
159	East Providence, R.I.; Public Works Dept. Steelworkers (USA)	November 1973
160	Delaware; Delaware Home and Hospital for the Chronically Ill State, County and Municipal Employees (AFSCME)	November 1973
161	Groton, Conn.; citywide Town of Groton Municipal Employees (Ind.)	June 1973
162	Vermont; statewide Vermont State Employees Association (Ind.)	October 1973
163	District of Columbia, Dept. of Recreation Government Employees (AFGE)	Open End
164	Cook County, Ill.; Health and Hospitals Governing Committee Teamsters (IBT) (Ind.)	June 1974
165	Massachusetts; Commissioner of Banks State, County and Municipal Employees (AFSCME)	November 1972
166	Toledo, Ohio Firefighters (IAFF)	June 1974
167	Berrien County, Mich.; Benton Harbor Area Schools State, County and Municipal Employees (AFSCME)	August 1975
168	Kettering, Ohio; Police Dept. Fraternal Order of Police (FOP) (Ind.)	February 1974
169	Westport, Conn.; Board of Education National Education Association (NEA) (Ind.)	June 1973
170	Osseo, Minn.; Board of Education Service Employees (SEIU)	June 1973
171	Framingham, Mass.; School Committee Laborers (LIUNA)	December 1973

172	Dade County, Fla.; Board of County Commissioners-Port Authority State, County and Municipal Employees (AFSCME)	September 1974
173	Wisconsin; Blue Collar Non-building Trades-technical and Security Public Safety Bargaining units State, County and Municipal Employees (AFSCME)	June 1975
174	Massachusetts; Southern Mass. University Teachers (AFT)	June 1973
175	Marathon County, Wisc.; Highway Dept. State, County and Municipal Employees (AFSCME)	December 1973
176	New York; Central General Hospital New York State Nurses Association (Ind.)	Open End
177	Illinois; University of Illinois State, County and Municipal Employees (AFSCME)	Open End
178	California; Southern Calif. Rapid Transit District Transit Union (ATU)	May 1974
179	Oregon; Eastern Oregon Hospital and Training Center Oregon State Employees Association (Ind.)	July 1973
180	Massachusetts; Dept. of Mental Health State, County and Municipal Employees (AFSCME)	December 1973
181	Minnesota; Mankato State College State, County and Municipal Employees (AFSCME)	July 1973
182	New York, N.Y.; Transit Authority Transport Workers (TWU)	March 1974
183	Detroit, Mich.; citywide-master agreement State, County and Municipal Employees (AFSCME)	June 1974
184	Cleveland, Ohio; Highland View Hospital State, County and Municipal Employees (AFSCME)	February 1973
185	King County, Wash.; Valley General Hospital Nurses Association (ANA) (Ind.)	June 1974
186	Flint, Mich.; Hurley Hospital State, County and Municipal Employees (AFSCME)	June 1973
187	Pontiac, Mich.; Board of Education State, County and Municipal Employees (AFSCME)	December 1972
188	Oakland County, Mich.; Probate Court-Caseworker Employees State, County and Municipal Employees (AFSCME)	December 1973
189	Portland, Me.; Police Dept. Police Benevolent Association (PBA) (Ind.)	March 1974
190	Syracuse, N.Y.; Police Dept. Syracuse Police Benevolent Association (Ind.)	December 1974
191	Bergen County, N.J.; Sheriffs Dept. Police Benevolent Association (PBA) (Ind.)	December 1973
192	Erie County, N.Y.; Sheriffs Dept. Badge and Shield Employees Association (Ind.)	December 1973
193	South Dakota; Board of Charities and Corrections State, County and Municipal Employees (AFSCME)	June 1973
194	Oregon; Dept. of Agriculture Oregon State Employees Association	May 1974
195	New York; Institutional Employees Unit Civil Service Employees Association (CSEA) (Ind.)	March 1973
196	Bristol, Conn. Firefighters (IAFF)	July 1973
197	Pennsylvania; Dept. of Health and Public Welfare Penn. Nurses Association (Ind.)	June 1973

198	Norwalk, Conn.; Board of Education State, County and Municipal Employees (AFSCME)	June 1973
199	New Jersey; Turnpike Authority Professional and Technical Engineers (AFTE)	June 1974
200	Milwaukee, Wisc.; citywide State, County and Municipal Employees (AFSCME)	November 1972
201	Cuyahoga County, Ohio; Juvenile Court State, County and Municipal Employees (AFSCME)	January 1974
202	New Haven, Conn. Firefighters (IAFF)	July 1973

Appendix B. Complete Grievance and Arbitration Provisions

From the agreement between:

The City of Toledo, Ohio; citywide agreement, and the American Federation of State, County and Municipal Employees (AFSCME)

ARTICLE V Grievance Procedure

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

Section 1. It is the mutual desire of the city and the union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the city and the union to effect the resolution of grievances at the earliest step possible. In the furtherance of this objective, the following procedure shall be followed.

First step. When an employee has a grievance, the employee, with his steward or alternate steward, shall verbally discuss the matter with the employee's immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within 7 calendar days of the employees having, through the exercise of reasonable diligence, gained knowledge that a grievance exists. If the grievance can not be resolved through verbal discussion, then it shall be reduced to writing and presented to the immediate supervisor. The supervisor shall indicate thereon, in writing, his response to the grievance by the end of the shift, on the second work day following the day on which the written grievance was presented. The written grievance containing the response of the supervisor shall then be delivered to Local 7 for further handling at the next step of this procedure.

Second step. Grievances not settled in the first step shall be delivered to the Personnel and Labor Relations office on Thursday afternoon of each week, as early as is practicable for the union. The personnel department will promptly prepare and publish an agenda of all grievances. There shall be a weekly meeting held in the personnel department at such day and time as may be designated by the Director of Personnel and Labor Relations and the President of Local 7, or their designees, for the purpose of discussing and resolving outstanding grievances. Either side may request that a grievance be held over for the following weekly meeting, in which case the grievance held over shall appear on the following weekly agenda. After a grievance has been held over once, at the request of either side, any additional hold over shall only be by the mutual consent of both the city and the union. In the event that the city fails to answer a grievance at the time required in this step of the grievance procedure, or if the union fails to appeal the answer given at the weekly meeting to the next step of the grievance procedure, then the grievance will be considered settled against the side which defaulted. Grievances settled by default can not be the basis of establishing precedent for the settlement of any future grievances. Any grievance not settled at this step of the grievance procedure shall be referred to the third step of this procedure.

Third step. Grievances not settled at the second step of this procedure shall be referred by letter to the Office of the City Manager and the Office of the Director of District Council 46 of AFSCME. The Director of the District Council and the City Manager or persons designated by them shall arrange a meeting at a mutually acceptable date and time within 15 calendar days after the grievance has been referred to them for the purpose of attempting to resolve the matter. Within 7 calendar days after such meeting the city shall advise the union as to the decision of the city manager on the matter. In the event that the grievance is still not satisfactorily settled, then the union shall have the right to appeal the grievance to the fourth step of this procedure.

Fourth step. If the decision of the city as given in the third step of the grievance procedure is not satisfactory, then the union shall notify the city in writing within 7 calendar days after the answer of the city manager that

the grievance is to be submitted to arbitration. When a grievance is submitted to arbitration, the union shall notify the City as to the name of their arbitrator and the city shall notify the Union as to the name of their arbitrator within 7 calendar days after the notice of the city of the desire of the union to arbitrate the matter. The two arbitrators so named shall then meet at a date and time mutually agreeable, within 7 calendar days to select a third arbitrator. Upon the failure of the 2 arbitrators to be able to agree upon a third arbitrator, both parties agree to ask the Toledo Labor-Management-Citizens Committee to submit a list of 5 names of citizen members of the committee who are available for service as arbitrators. The city and the union representatives shall alternately strike 1 name from the list. The side to strike the first name shall be chosen by lot. The person whose name has been chosen shall become the third member and shall serve as chairman of the panel. The panel shall meet as promptly as possible. The fees and expenses of the third arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision. In the event more than one grievance is referred to the same hearing, the costs of the arbitration shall be divided proportionately, the loser bearing the proportionate share of the costs for the cases lost. All other expense for witnesses or otherwise shall be borne by the party incurring the cost. However, any city employee called as a witness by either side will continue to receive his regular rate of pay while attending such hearing, not to exceed the normal 8 hours he would have worked.

From the agreement between:

The City of Bangor, Maine; Public Services Dept., Operation and Maintenance Division, and the American Federation of State, County and Municipal Employees (AFSCME)

ARTICLE 22 Grievance Procedure

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible, so as to insure efficiency and maintain morale.

A grievance shall be considered to be a union complaint concerned with:

1. Discharge, suspension, or other disciplinary action.
2. Interpretation and application of Public Services Department rules and regulations.
3. Alleged violation of any of the terms of this agreement.

The union member shall within 7 calendar days after the occurrence of the alleged grievance present his grievance in writing to the shop steward and/or president of the local union, who in turn shall settle same with the foreman and/or other supervisors if possible. If the grievance is not settled at the supervisor's level within 7 calendar days then the grievance shall be submitted to the Public Services Director in writing.

The Public Services Director shall deal with the grievance submitted and shall render his decision to the union and to the city manager in writing, not later than the seventh calendar day following the day the grievance was received by him.

If the decision of the Public Services Director is not satisfactory to the President of the Local Union, an appeal shall be lodged with the Personnel Director and/or the City Manager within 10 calendar days. The Personnel Director and/or the City Manager shall, within 10 calendar days of receipt of the grievance, submit his decision in writing to the President of the Local Union and the Public Services Director.

In the event that the union feels that further review is desired, the City Manager shall be requested within 10 calendar days in writing to bring the matter before the City Council or a committee thereof. The council or a committee thereof may call a hearing and shall, within 21 calendar days of receipt of grievance, or 10 calendar days after hearing, whichever period is longer, submit their decision in writing to the President of the Local Union and the City Manager.

If the grievance is still unsettled, either party may, within 15 calendar days after the reply of the council or a committee thereof is due, by written notice to the other request advisory arbitration.

Nothing in this article shall diminish the right of any employee covered hereunder to present his own grievance, as set forth in Title 26, Sec. 967, MRSA.

From the agreement between:

Decatur, Illinois; Board of Education, custodians and matrons, and The Service Employees International Union (SEIU)

ARTICLE II Grievance Procedure

1. When differences arise between the school board and Local #344, the school board agrees

to meet and bargain with duly accredited officers of Local #344, together with committees of Local #344 who are employees of the school board. The union and/or employees agree not to strike but rather to follow the procedure outlined in Article II, Section 2 of this agreement for the settlement of differences.

2. In case of grievances the following procedure will be followed:

Step 1: Employee shall first take his case up with the foreman.

Step 2: Failing to reach a satisfactory agreement, the employee shall call and discuss the grievance with the Chief Steward or his designated representative. The Chief Steward may designate an assistant steward for each shift to handle the grievance in his absence.

Step 3: If the matter is not resolved the Chief Steward will meet with the Director of Buildings and Grounds or his designated representative. At this step the grievance shall be submitted in writing to the Director of Buildings and Grounds.

Step 4: Failing to reach a satisfactory agreement, the employee, Director of Buildings and Grounds, Chief Steward, and Union Business Agent shall meet with the Superintendent of Schools and his staff.

Step 5: If the grievant wishes to appeal the decision of the Superintendent of Schools, he must request within 5 calendar days of receipt of the decision of the Superintendent of Schools that the grievance be referred to either advisory factfinding or to the Board of Education.

Advisory Factfinding

Upon request of the grievant and the union, the unresolved grievance will be referred to advisory factfinding. A single factfinder will be used. If the Board and the union are unable to agree upon a factfinder within 7 days, a panel of 5 or 7 names will be obtained from the American Arbitration Association, and starting with the grievant the parties shall alternately strike names until a single name is left. If the individual selected as the factfinder is not available, other individuals will be contacted in reverse order of their names having been stricken from the list.

It will be the responsibility of the factfinder to review the grievance, investigate the facts of the situation, study the terms of this agreement, determine the legitimacy of the grievance, and recommend to the board of education terms of settlement in those instances when the grievance is determined as being valid. The factfinder's report shall be a written report to the board of education with one copy to the grievant. The recommendations of the factfinder will be binding upon both parties unless rejected by the board of education within 20 school days from the postmark of the decision.

The board, and the individual shall share equally the factfinder's fee and expenses.

Board Review

If the grievant does not wish to incur the expenses of a factfinder but wishes to continue the appeal, he must request, within four school attendance days of receipt of the decision of the Superintendent of Schools, a meeting with the board in personnel session. In addition to the staff member, this session may be attended by a designated representative. The session shall be held within a 4 week period of receipt of the request. A decision shall be made within seven calendar days of the session, and copies of the written decision shall be sent immediately to the grievant and the Director of Personnel.

Appendix C. Grievance Form*

From the agreement between:
The Board of Education, Independent School District
No. 535, Rochester, Minn., and the American
Federation of State, County and Municipal Employees (AFSCME)

Date of Filing _____

1. Grievant _____

2. Position _____
Building

3. Contract provision alleged violated:

_____

_____

_____

4. Time, Date, Place of Occurrence:

_____

_____

5. Statement of the grievance (include events and conditions of the grievance and persons responsible.)

_____

_____

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6. Redress Sought:

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_____
Signature of Grievant

*Copy to Superintendent and to person being grieved.

Appendix C. Grievance Form Level I Response

1. Date issued_____

2. Response:

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_____

_____

Signature of Board Designee

3. Initial Applicable Statements:

_____ I hereby accept the above determination.

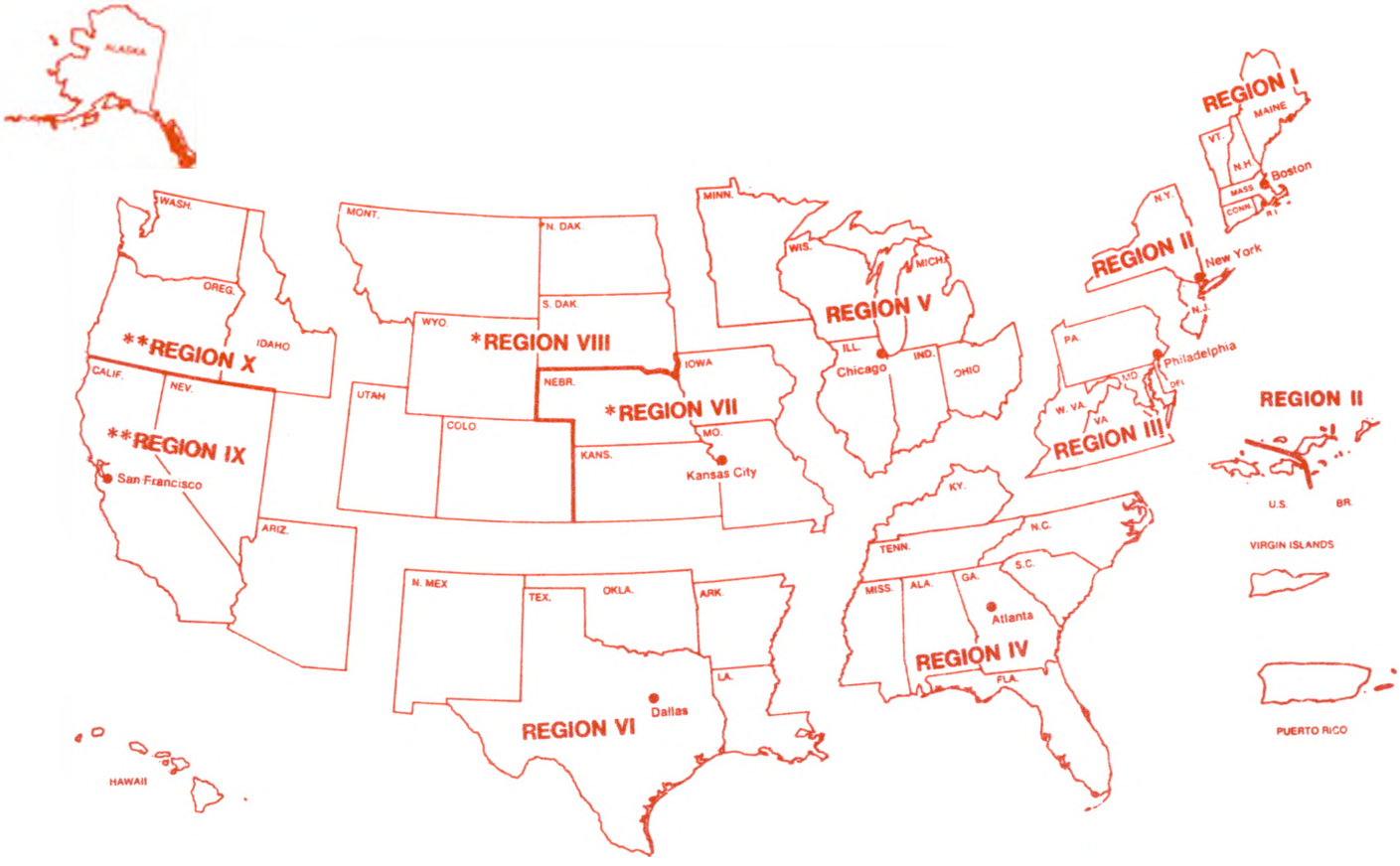
_____ I hereby decline the above determination.

_____ I intend to process the grievance to the next stage.

_____ _____

Signature of Grievant Date

BUREAU OF LABOR STATISTICS
REGIONAL OFFICES



Region I
1603 JFK Federal Building
Government Center
Boston, Mass. 02203
Phone: 223-6762 (Area Code 617)

Region II
Suite 3400
1515 Broadway
New York, N.Y. 10036
Phone: 971-5405 (Area Code 212)

Region III
P.O. Box 13309
Philadelphia, Pa. 19101
Phone: 597-1154 (Area Code 215)

Region IV
Suite 540
1371 Peachtree St., NE.
Atlanta, Ga. 30309
Phone: 526-5418 (Area Code 404)

Region V
9th Floor, 230 South Dearborn St.
Chicago, Ill. 60604
Phone: 353-1880 (Area Code 312)

Region VI
1100 Commerce St., Rm. 6B7
Dallas, Tex. 75202
Phone: 749-3516 (Area Code 214)

Regions VII and VIII *
Federal Office Building
911 Walnut St., 15th Floor
Kansas City, Mo. 64106
Phone: 374-2481 (Area Code 816)

Regions IX and X **
450 Golden Gate Ave.
Box 36017
San Francisco, Calif. 94102
Phone: 556-4678 (Area Code 415)

* Regions VII and VIII are serviced by Kansas City
** Regions IX and X are serviced by San Francisco