Collective Bargaining Agreements for State and County Government Employees

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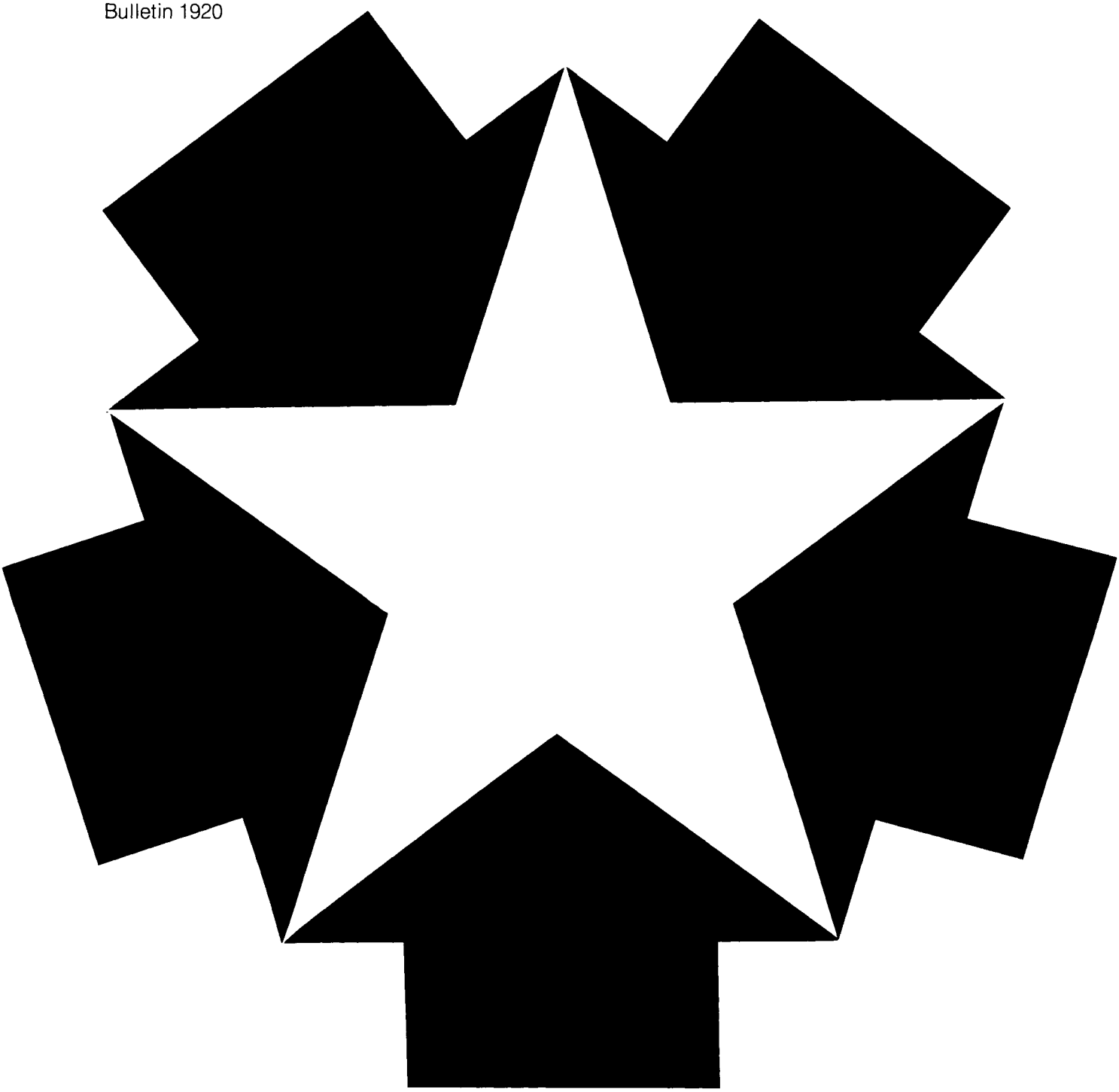

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U. S. Department of Labor
W. J. Usery, Jr., Secretary

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Preface

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

The bulletin was prepared in the Division of Industrial Relations by Richard R. Nelson, assisted by Ronald J. Symkowiak and Jacquelyn E. Mann, under the direction of Leon E. Lunden, Project Director. The study was carried out with funds made available by the Labor-Management Services Administration of the Department of Labor.

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Chapter I. Introduction

The extent of collective bargaining among State and county governments and their employees cannot be stated with certainty. It is clear, nevertheless, that public sector bargaining has grown in recent years and now represents an important factor in State and county operations. Budgets, legislation, and politics are influenced by, and in turn influence, negotiations with employee organizations. The process is often carried on with concerned citizens in the background who see government workers, on the one hand, as employees striving to maintain their economic position in the face of inflation and recession, and on the other, as a cause of tax increases for the general public.

This is the Bureau's first analytical study primarily concerned with collective bargaining agreements covering State and county employees. It provides data on a wide variety of contract provisions, describes them, and presents illustrative clauses. In great measure, the tabulations appearing in this publication can be linked to more current data appearing in the Bureau's new annual series, *Characteristics of Agreements in State and Local Governments,* much of which is presented by level of government.[1]

Scope and method of study

For this study, the Bureau examined 318 collective bargaining agreements and related documents covering 340,447 workers employed by State and county government units. One-third were negotiated by State agencies and the remainder by county governments. The study is based on agreements on file with the Bureau and is not necessarily representative of all State and county agreements nationwide. All agreements studied covered at least 50 employees and were in effect during 1972-73 and later. To provide the most current information possible, most of the clause illustrations (over four-fifths) were drawn from contracts expiring in 1975 and later. The agreements from which the clauses are taken are identified in the appendix.

As with previous Bureau studies of the public sector, documents other than collective bargaining agreements, such as memoranda of understanding and unilateral promulgations resulting from bilateral negotiations, were included in this study. For convenience of exposition, all documents will be referred to as agreements or contracts.

The reader should keep in mind that the data reflect the Bureau's understanding of the written provisions and not necessarily that of the parties. Contract language is elusive and complicated, and often requires interpretation through the arbitration process. What is carried out in practice, furthermore, may differ from formal contract provisions. 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 agreements

Region. More than three-fourths of the agreements studied, covering more than four-fifths of the employees, were from three regions—the East North Central, Pacific, and Middle Atlantic (table 1). These are populous areas, with a history of both private and public union activity. California had more agreements in the study than any other State (58), primarily as the result of 41 Los Angeles County agreements covering 61,312 workers. Specific reference will be made in those sections of the bulletin where Los Angeles' large concentration strongly influences the findings. Other States contributing significant numbers of agreements to the study include New York (51), Wisconsin (40), Michigan (39), and Massachusetts (25).

Size of bargaining unit. Most of the agreements studied covered relatively small numbers of workers. Three-fifths of the agreements, for example, involved fewer than 500 employees each, but these accounted for only 11 percent of the workers in the study (table 2). On the other hand, only one-quarter of the agreements covered four-fifths of the employees. More than half of the contracts covering 1,000 workers or more were negotiated by counties. The largest single unit in the study covered over 16,000 clerical and office services employees in Los Angeles County.

Government activity. Nearly 23 percent of the agreements, covering 40 percent of the employees in the

[1]The first of these is *Characteristics of Agreements in State and Local Governments, Jan. 1, 1974,* BLS Bulletin 1861 (Bureau of Labor Statistics, 1975).

study, were jurisdictionwide in scope (table 3). That is, they covered all government functions in the particular State or county, or all functions except for those in a limited number of specified agencies, such as police and fire departments. The remainder covered 17 separate government functions, most frequently public works, health and medical activities, education, law enforcement, and social welfare. For certain other government activities, such as libraries, public transportation, sanitation, and public utilities, agreements at the State or county level were relatively uncommon because these functions usually are carried out by city governments.

Most of the bargaining units in education agencies were comprised of employees working on university or college campuses. Nearly 80 percent of these units included workers in "blue-collar" jobs, which explains why clauses generally pertinent to blue-collar workers appeared often in education agreements.

Occupational coverage. More than 55 percent of the agreements covered single occupational groups, most frequently blue-collar or professional/technical employees (table 4). However, these involved only 40 percent of the workers. The majority of workers were covered by agreements that applied to more than one occupational group. These agreements were bargained primarily by large State and county units. Although a number of agreements specified those groups covered, most did not clearly define the classifications involved. Ordinarily such agreements stipulated that "all," "all classified," or "all civil service" employees were covered. Others designated only those employees specifically excluded from coverage, commonly police, firefighters, or administrative employees; by inference, employees not designated came under the agreement. Where contracts clearly defined their occupational scope, clerical employees were covered least often. However, it may be assumed that coverage of clerical employees was high among those contracts not clearly defining occupational inclusions.

Agreement duration. The duration of the State and county agreements studied was generally shorter than that of private sector labor contracts. According to a Bureau study of private sector agreements, 64 percent had a duration of 36 months or longer.[2] Only 18 percent of the agreements in this study had terms of that length. In fact, over three-quarters of the agreements, covering the same proportion of employees, had terms of 2 years or less, and approximately one-third lasted 1 year or less (table 5).

Organizational affiliation. More than 60 percent of the agreements in the study were negotiated by unions affiliated with the AFL-CIO. The remainder were negotiated by an independent union (the Teamsters) or by various employee associations:

	Agreements	*Workers*
All agreements	318	340,447
AFL-CIO unions	193	181,819
International Brotherhood of Teamsters (Ind.)	10	1,196
Combination AFL-CIO and Teamsters	1	450
Associations	114	156,982

Only four employee organizations had more than 10 collective bargaining agreements in the study:

	Agreements	*Workers*
American Federation of State, County and Municipal Employees (AFL-CIO)	139	136,073
Service Employees International Union (AFL-CIO)	32	32,619
Civil Service Employees Association (Ind.)	32	47,464
International Brotherhood of Teamsters (Ind.)	11	1,646

Agreements with these organizations accounted for two-thirds of the total and covered 64 percent of the employees. The union with by far the largest number of agreements, 44 percent of all agreements studied, was the American Federation of State, County and Municipal Employees (AFL-CIO).

Among associations, the Civil Service Employees Association had the largest number of agreements; there was scattered representation of other major associations, including the American Nurses Association, the American Association of University Professors, the Fraternal Order of Police, and six different State employee associations. However, over one-half of the 114 employee associations were unaffiliated associations which organized all government workers within a jurisdiction or which concentrated on particular occupational groups.

[2] *Characteristics of Major Collective Bargaining Agreements, July 1, 1974,* Bulletin 1888 (Bureau of Labor Statistics, 1975), table 1.4, p. 7.

Table 1. State and county collective bargaining agreements by region and level of government, 1972-73

Region	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
New England	26	33,325	21	32,124	5	1,201
Middle Atlantic	69	124,828	18	62,500	51	62,328
East North Central	99	55,536	36	29,205	63	26,331
West North Central	16	9,797	7	8,463	9	1,334
South Atlantic	19	15,517	11	2,705	8	12,812
East South Central	3	1,490	1	169	2	1,321
West South Central	–	–	–	–	–	–
Mountain	5	1,759	3	1,549	2	210
Pacific	81	98,195	9	14,542	72	83,653

Table 2. State and county collective bargaining agreements by size of bargaining unit and level of government, 1972-73

Number of employees in bargaining unit	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
50-99	57	4,012	14	1,019	43	2,993
100-299	85	14,040	22	4,152	63	9,888
300-499	56	20,976	15	5,676	41	15,300
500-999	42	29,538	19	12,319	23	17,219
1,000-4,999	62	136,307	27	53,091	35	83,216
5,000 and over	16	135,574	9	75,000	7	60,574

Table 3. State and county collective bargaining agreements by government activity and level of government, 1972-73

Government activity	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Agricultural services	3	984	3	984	–	–
Central administration	15	18,209	6	7,784	9	10,425
Central services	4	3,272	–	–	4	3,272
Correctional institutions	9	2,475	5	1,860	4	615
Courts	14	8,494	1	4,000	13	4,494
Education	36	38,832	34	36,682	2	2,150
Employment/compensation	4	10,600	4	10,600	–	–
Fire protection	8	7,474	–	–	8	7,474
Health/medical	45	42,473	13	21,940	32	20,533
Law enforcement	29	18,137	7	5,261	22	12,876
Libraries and related services	1	117	–	–	1	117
Public transportation	3	12,200	3	12,200	–	–
Public utilities	2	252	–	–	2	252
Public works	46	15,065	7	8,100	39	6,965
Regulatory agencies/licenses	4	4,516	4	4,516	–	–
Sanitation and related services	1	850	–	–	1	850
Social welfare	21	18,728	6	8,986	15	9,742
Jurisdictionwide[1]	73	137,769	13	28,344	60	109,425

[1]Included are all agreements covering all employees of the government jurisdiction without exception and those in a limited number of specified agencies such as uniformed services or a parks and recreation department.

Table 4. State and county collective bargaining agreements by occupational group, 1972-73

Occupational group	All agreements	
	Agreements	Workers
Total	318	340,447
Blue-collar or manual	73	30,021
Professional or technical	67	68,974
Clerical	4	2,739
Police and fire	31	31,750
Blue-collar and clerical	10	5,830
Professional, technical, and clerical	6	21,032
Blue-collar and professional	14	10,051
Police, fire, and clerical	5	12,911
Multiple occupations not defined or not listed above[1]	108	157,139

[1]As a rule, agreements which do not define occupational coverage state that they cover "all," "all classified," or "all civil service" employees. Some specify only employees excluded from coverage, such as police, firefighters, or administrative personnel, and by inference include all others.

Table 5. State and county collective bargaining agreements by duration and level of government, 1972-73

Duration	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Less than 12 months	8	10,213	1	50	7	10,163
12 months	96	82,554	23	29,159	73	53,395
13 to 23 months	37	53,799	20	41,978	17	11,821
24 months	101	117,877	35	37,868	66	80,009
25 to 35 months	15	17,762	5	4,290	10	13,472
36 months	52	46,215	17	34,225	35	11,990
More than 36 months	4	2,925	3	925	1	2,000
Not specified	5	9,102	2	2,762	3	6,340

Chapter 2. Administrative Provisions

Management rights

A management rights provision describes those functions which are reserved in whole or in part to the employer and sets forth in varying amounts of detail those matters controlled by management and those limited by the collective bargaining agreement. It is an understanding between the parties for the term of the contract on particular management rights issues which have caused problems in the past, an understanding that is subject to modification at any subsequent contract negotiation. Typically, however, in the public sector, management rights provisions restate the scope of bargaining as permitted by law. Seventy-one percent of the agreements studied contained a management rights clause; they were found relatively more often in State than in county contracts (table 6).

A management rights provision can take the form of a broad, general statement of prerogatives only or it can be an enumerated statement which further defines the general statement by listing a variety of retained rights. Advocates of the former believe that a general statement is sufficient and avoids the possible loss of rights through oversights which might occur in developing an enumerated list. But advocates of enumerated statements feel that the slight danger of overlooking a particular prerogative is more than offset by the advantage of a precise and detailed list of retained rights.

General statements of management rights are written in rather sweeping terms, making reference to statutes and governmental powers, and are limited only by the specific provisions of the contract that pertain to it:

(1) The State shall retain and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested therein by the laws and constitutions of the State of New Jersey and of the United States of America.

Except as specifically abridged, limited or modified by the terms of this agreement between the State and the Association and Chapter 303, L. 1968, all such rights, powers, authority, prerogatives of management and responsibility to enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the State.

(2) The employer shall have and possess the exclusive right to manage its agencies, departments and offices and to direct its affairs, operations, and the services of its employees, except where in conflict with or changed by the provisions of this agreement.

Enumerated statements can be brief or lengthy in listing the rights retained by management and the limitations put on these rights by the collective bargaining agreement:

(3) The employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, discipline, layoffs, etc., for the orderly and efficient operations of the University.

(4) Except as expressly limited by other provisions of this agreement, all of the authority, rights and responsibilities possessed by the County are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the County; to determine the facilities, methods, means and number of personnel for the conduct of the county programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or re-classify, and to allocate or re-allocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this agreement.

(5) It is understood and agreed by the parties that management possesses the sole right to operate the agency so as to carry out the statutory mandate and goals assigned to the agency, and that all management rights repose in management. However, such rights must be exercised consistently with the other provisions of this agreement.

These management rights include but are not limited to the following:

1. To utilize personnel, methods, and means in the most appropriate and efficient manner possible;
2. To manage and direct the employees of the agency;
3. To hire, promote, transfer, assign or retain employees in positions within the agency;
4. To establish reasonable work rules of conduct;
5. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause;
6. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or nonproductive;
7. To determine the mission of the agency and the methods and means necessary to efficiently fulfill

that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goods or services, including the utilization of part-time employees. However, the provisions of this section shall not be used for the purpose of undermining the union or discriminating against any of its members.

It is agreed by the parties that none of the management rights noted above or any other management rights shall be a subject of bargaining during the term of this agreement. It is recognized by the parties pursuant to Sec. 111.91 (2), Wis. Stats., that the statutory and rule-provided prerogatives of promotion, layoff, position classification, compensation and fringe benefits, examinations, discipline, merit salary determination policy, and other actions provided for by law and rules governing civil service are excluded from the collective bargaining process and that none of the provisions of the agreement are to be construed as bargaining with respect to the aforementioned subjects.

The collective bargaining agreement can be viewed by management as an incursion into its rights, since some decisions which management made unilaterally before the advent of collective bargaining are now shared with the employee organization. Consequently one goal of government employers is to insure that those rights not specifically modified by the agreement remain as management's. This may be accomplished by means of a residual rights provision written into the management rights clause.

This statement of residual rights may take two forms. The first has been presented above where the listing of enumerated rights is carefully defined as illustrative (". . . rights . . . including by way of illustration, but not limitation . . .") or as not inclusive (". . . rights . . . including, but not limited to . . ."). The second is a straightforward statement of residual rights:

(6) Except as expressly limited by other provisions of this agreement, all of the authority, rights and responsibilities possessed by the employer are retained by it.

(7) The County retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Commonwealth of Pennsylvania and all matters not covered by this agreement.

Antidiscrimination clauses

Over three-fourths of the agreements, covering 85 percent of the employees, contained antidiscrimination clauses (table 6). Usually these prohibited discrimination because of race, religion, or nationality; but some, in addition, barred discrimination because of union membership, sex, age, and marital status. Occasionally clauses extended the bar against discriminatory behavior to ancestry, physical handicap, and political affiliation of employees. Seventeen of the contracts, on the other hand, limited the antidiscrimination clause to union membership only:

(8) No employee shall be discharged or discriminated against by the employer for upholding union principles or working under the instruction of the union, as long as such activity does not interfere with the efficient operation of the department. The employer shall grant reasonable leave of absence to employees whenever required in the performance of duties as "duly authorized representatives of the union." "Duly authorized representative" means a member of regularly constituted committees and/or officers of the union.

In recent years, various groups have advocated protection for employees from all forms of discipline for conduct away from the job. One agreement took this into account, extending the bar against discrimination to behavior held to be legal:

(9) The State and the union agree that the provisions of this agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color, creed or national origin or political activity, private conduct or union activity which is permissible under law and which does not interfere with an employee's employment obligation.

As a general rule, provisions barred discrimination in the application of the agreement:

(10) The parties agree that in the administration of this agreement, there will be no discrimination because of race, creed, color, sex, national origin, handicap or age as provided in applicable State or Federal law.

But in some instances there was no clause tying the prohibition to the administration of the agreement, implying thereby that any discriminatory behavior was prohibited whether it was related to the contract or not:

(11) The State and the Association hereby agree that there shall be no discrimination against any employee because of race, color, religion, creed, ancestry, sex, age, national origin, or membership or nonmembership in the Association.

In some agreements mention was made of specific activities where discriminatory behavior was of concern. For instance, discrimination in hiring or treatment on the job, or discrimination because of union membership was singled out as prohibited:

(12) There will be no discrimination by either union or employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex or age.

(13) The Department will not interfere with or discriminate in respect to any terms or condition of employment against any employee covered by this agreement because of membership in, or legitimate activity as described in this agreement on behalf of the union, nor will the Department encourage membership in another union.

Neither the Department nor the union shall practice or tolerate the existence of any discriminatory practices based on race, religion, color, sex, or national origin with regard to any aspect of employment, union membership or office, treatment of employees and union members, services rendered, or facilities supplied by the Department or union.

The presence of an antidiscrimination provision implies that any discriminatory practice is a violation of the agreement and therefore subject to the grievance procedure. Ordinarily, internal appeals systems should be exhausted before a complainant may go to the courts or an administrative agency for aid. With respect to discrimination, laws and administrative rulings permit employees to bypass internal procedures. In one agreement, the right to go outside was spelled out:

(14) The University and the union agree that there will be no discrimination in the application of this agreement because of race, creed, color, national origin, or sex.

Nothing in this section shall be construed to prevent an employee alleging discrimination from exercising constitutional authority or statutory rights which may be available.

Residency requirements

Clauses requiring employees to live within a specified area are generally intended to keep emergency personnel or workers in essential services close to their place of work, or to achieve a sense of community involvement and responsibility. At their inception in the 1930's, residency requirements were designed to limit available jobs to unemployed citizens of the local jurisdiction. Only two agreements in this study contained residency requirements; both were concerned with keeping bargaining unit employees within a reasonable distance of the worksite:

(15) Probation officers after permanent appointment may reside anywhere in the State of New Jersey, as long as such residence is within a reasonable distance of the location of the probation department.

(16) The District shall give the union two days notice of any opportunity for employment in order that the union may refer to the District members who may be qualified for such employment. Preference shall be given residents of Clark County. Permanent electrical workers working out of Camas Headquarters must live within thirty minutes travel time of that headquarters.

Political activity

As in the case of residency requirements, only a very small number of agreements (3) had provisions covering political activity of bargaining unit employees. Public sector employees may be covered by legislation which prohibits most forms of political activity. Where clauses exist in agreements, they are negotiated to grant exceptions to these prohibitions. One of the three clauses found in this study provided for leaves of absence for employees elected to public office. The other two agreements permitted employees to serve as part-time office holders provided that their performance on the job would not suffer:

(17) . . . Any employee who is elected to public office shall be granted a leave of absence as is necessary to fulfill the duties of such office . . . .

(18) Any employee elected to part-time public office shall not suffer any economic loss or other rights under this contract, as long as his part-time public office does not interfere with his regular hours of work.

Job-related legal aid

Public employees, most notably police and firefighters, hospital employees, and social welfare workers, may face court actions brought against them as the result of incidents arising during the performance of their duties. Twenty-six agreements provided workers with some measure of aid or insurance in such cases. Nearly one-half of these provisions were in Los Angeles County agreements:

	Agreements	*Workers*
Total with job-related legal aid	26	38,933
Los Angeles County agreements	12	19,151
County agreements other than Los Angeles	11	8,300
State agreements	3	11,482

Some agreements stipulated that law enforcement personnel were to be provided with insurance to avoid possible financial injury resulting from suits involving such issues as false arrest, wrongful entry, libel, and slander. The insurance could cover both compensatory and punitive damages:

(19) Employees covered by this agreement shall be provided, by the employer, a policy of false arrest liability insurance. The premiums for such insurance will be paid by the County.

(20) The County shall provide insurance coverage for employees protecting them from legal actions against them which shall include but not be limited to civil suits, false arrest suits, detention or imprisonment, malicious prosecution, libel, slander, defamation or violation of right of privacy, wrongful entry or eviction or other invasion of right of private occupancy, invasion of civil rights, etc., and which shall cover both compensatory and punitive damages on both the State and Federal level. Such insurance coverage shall only be afforded to employees acting within the scope of their authority and in the proper performance of their duty.

Health and medical workers can be subject to charges of malpractice in the exercise of their duties. In some

agreements employers were required to provide them with insurance as protection should damages be awarded against them in any civil action:

(21) . . . Employer will continue to provide, at employer's expense, a malpractice protection program for each employee.

Sometimes the employer also had to provide for the defense of an accused employee and stand ready to pay costs of any adverse judgment:

(22) Upon request of an employee, the County in accordance with the provisions of the California Government Code, will provide for the defense of any civil action or proceeding brought against him on account of an act or omission in the scope of his employment as an employee of the County, and will pay any judgment rendered against the employee.

Union security

Union security arrangements were found in 29 percent of the agreements studied (table 7). This low prevalence can be explained in part by ordinances in some States and counties that expressly prohibit such arrangements. Union security provisions appeared in a relatively high proportion of agreements in public works, education, and health and medical agencies.

Four types of union security agreements were found, most commonly the agency shop and less frequently the union shop, maintenance of membership, and the modified union shop.

Agency shop. Agency shop provisions generally require all employees in the bargaining unit who do not join the union to pay a fixed amount weekly or monthly, usually the equivalent of union dues:

(23) All employees in the unit covered by this agreement shall as a condition of continued employment by Wayne County in a classification covered by this agreement (a) be a member of the union or (b) pay to the union a monthly service charge in an amount equal to the monthly dues of the union, the latter as a contribution to the administration of this agreement.

(24) Pursuant to Chapter 335 of the Acts of 1969, to assure that employees covered by this agreement shall be adequately represented by the union in bargaining collectively on questions of wages, hours and other conditions of employment, the Collector-Treasurer of the City of Boston shall deduct from each payment of salary made to each such employee during the life of this collective bargaining agreement and pay over to the union, the exclusive bargaining agent of such employee, as an agency service fee, the sum of one dollar and fifty cents ($1.50) per week, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. . . .

The service fee is intended to help defray the union's cost of acting as the bargaining agent. The union thereby is provided with the financial security needed for smooth fiscal planning and contract administration while employees who do not want to join the union do not have to do so.

One arrangement provided for a charitable contribution equal to union dues in lieu of a service fee:

(25) An employee who is a member of the union on the effective date of this agreement shall continue his membership for the duration of this agreement.

An employee who becomes a member of the union during the term of this agreement, and new employees hired after the effective date of the agreement, are not required to join the union. However, they shall, during the duration of the agreement, contribute an amount equal to the union's dues to any charitable, religious or educational organization of their choice.

Union shop. The union shop, the strongest form of union security found, requires, as a condition of employment, membership in the union within a specified time period after employment or the effective date of the agreement. These provisions amounted to over one-fourth of the union security clauses in this study (table 8).

Union shop provisions were generally very explicit, giving the exact requirements and setting specific time limits:

(26) Any employee covered by this agreement who is a member of the union at the time this agreement becomes effective shall as a condition of continued employment, continue membership in the union for the duration of this agreement by tendering the periodic membership dues uniformly required as a condition of acquiring or retaining membership in the union.

Employees in the bargaining unit not members of the union at the signing of this agreement may or may not become members of the union, at their election; however, such employees not members of the union on July thirty-first (31st), 1971, shall as a condition of continued employment become members of the union within thirty days following the date set forth in this paragraph. Any such employees joining the union shall be subject to the terms set forth in paragraph (a) of this section.

All future full-time employees placed in occupational classifications in this bargaining unit hired on or after the effective date of this agreement, must as a condition of continued employment become members of the union upon completion of the six month probationary employment period and remain members in good standing for the duration of this agreement by tendering the initiation fee and membership dues uniformly required as a condition of acquiring and retaining membership in the union.

(27) It shall be a condition of employment that all employees of the employer covered by this agreement who are members of the union in good standing on the effective date of this agreement shall remain members in good standing. It shall also be a condition of employment that any and all employees covered by this agreement and hired on or after its effective date shall, on the

thirtieth day following the beginning of such employment, become and remain members in good standing in the union.

Modified union shop. Provisions for a modified union shop were found in 10 agreements. These clauses make exceptions to the union shop rule and allow employees hired before a certain date to refrain from joining the union. The date specified may exclude only long seniority employees or may exclude all employees who were not union members when the agreement was negotiated. With the passage of time and the attrition of older workers, the modified union shop would become a full union shop:

(28) All present employees covered by this agreement hired after January 1, 1940, shall become and shall remain members of the union in good standing thirty days after the effective date of this agreement.

All future employees covered by this agreement who are hired on or after the effective date shall, as a condition of continued employment, make application to join the union, become members of the union, and remain members of the union in good standing for the life of this agreement. The parties agree that such employees will be given a period not to exceed thirty calendar days from the effective date of this agreement or from the date of their hire, whichever shall last occur, in which to join the union before the provisions of this article shall apply.

(29) All employees covered by this agreement who are members of the association on the effective date of this agreement must maintain membership in good standing in the association subject to the limitations of any State or Federal law as a condition of employment.

Employees who have not completed their probationary period on the effective date of this agreement, as a condition of employment, must join the association beginning on the 60th day from their date of hire or within 60 days from the effective date of this agreement, whichever is later. New employees hired on or after the effective date of the agreement must join the association 61 days from their date of hire as a condition of employment. Employees transferred into the bargaining unit must also join the association as of the 61st day of their transfer date. Present employees who are not members of the association shall not be required to join the association as a condition of employment.

Maintenance of membership. Twenty-one agreements included maintenance-of-membership clauses. These provide for continued membership of presently enrolled employees for the duration of the contract. Those workers who were not members prior to the effective date of the agreement are not required to join, nor are any employees who are hired after that date. New employees who join the union, however, are required to maintain their membership for the duration of the agreement. Clauses could contain an escape period for employees who wish to resign from the union and could require that the resignation be in writing:

(30) Each employee who, on the effective date of this agreement, is a member of the union, and each employee who becomes a member after that date shall maintain his membership in the union, provided that such employee may resign from the union during a period of fifteen days prior to the expiration of this agreement.

The employee shall send a letter to the department concerned, as well as a copy to the headquarters of [the union].

The copy to the union shall also include the official membership card of the union . . . .

(7) Each employee who, on the effective date of this agreement, is a member of the union, and each employee who becomes a member after that date shall maintain his membership in the union, provided that such employee may resign from the union during a period of fifteen days prior to the expiration of this agreement. The payment of dues and assessments while a member shall be the only requisite employment condition.

State and county legislation can have a significant impact on the prevalence of union security provisions. Pennsylvania State law, for example, makes maintenance of membership a negotiable issue and prohibits compelling an employee to join a union.[3] Thus, all eight Pennsylvania agreements containing union security provisions provided only for maintenance of membership.

Los Angeles County law is more restrictive and none of the agreements in that county provided for any form of union security. A Los Angeles county ordinance on employee rights states, "Employees of the County also shall have the right to refuse to join or participate in the activities of employee organizations. . . ."

Dues checkoff

Unlike union security clauses, checkoff clauses were included in a large proportion (over four-fifths) of the agreements. These clauses stipulated that the employer, upon authorization, would withhold union dues from employee paychecks and forward such amounts to the union or association (table 8). These provisions help ensure the collection of dues and thereby free union representatives for other duties such as contract administration.

As table 9 indicates, dues checkoff provisions accompanied union security clauses in nearly all instances, as would be expected. Most often however, dues checkoff occurred in the absence of union security arrangements.

Checkoff provisions generally included three features: (1) written authorization by the employee to de-

[3] *Summary of State Policy Regulations for Public Sector Labor Relations: Statutes, Attorney Generals' Opinions and Selected Court Decisions* (U.S. Department of Labor, Labor-Management Services Administration, Feb. 1973).

duct dues; (2) protection of employers from suits resulting from illegal or wrongful deductions; and (3) remittance to the union of dues withheld:

(31) Employees shall tender monthly checkoff membership dues by signing the Authorization for Checkoff Dues Form. Dues to be deducted after six months probationary period.

During the life of this agreement and in accordance with the terms of the form of Authorization for Checkoff of Dues Form, hereinafter set forth, the County agrees to deduct union membership dues levied in accordance with the Constitution and By-laws of the union from the pay of each employee who executes or has executed the "Authorization for Checkoff Dues Form" attached hereto and made a part hereof as Exhibit "A".

Checkoff deductions under all properly executed Authorization for Checkoff of Dues Form shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and the first pay of each month thereafter.

Deductions for any calendar month shall be remitted to the designated financial officer of the local union with the list of those for whom dues have been deducted as soon as possible after the fifteenth day of each month.

An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local union will be notified by the employer of the names of the employees following the end of the month in which the termination took place.

(32) Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Checkoff of Dues Form.

Checkoff forms: During the life of this agreement and in accordance with the terms of the Form . . ., the employer agrees to deduct union membership dues levied in accordance with the constitution and by-laws of the union from the pay of each employee who executes or has executed an Authorization . . . Form which has been approved by the employer.

When deductions begin: Checkoff deductions under all properly executed . . . forms shall become effective at the time the application is signed by the employee and shall be deducted from the last pay of the month and each month thereafter.

The deductions shall be certified to the employer by the treasurer of the union on authorization from payroll deduction cards, in form acceptable to employer, and signed by the employees. The aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer by the 15th of the *current* month after such deductions are made.

(33) . . . The employer agrees that it will deduct from the earnings of all regular full-time employees and of all regular part-time employees working 1,040 hours or more per year in the collective bargaining unit covered by this agreement the amount of money certified by the union as being the monthly dues uniformly required of all employees . . . .

The employer shall not be liable to the union, employees or any party by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned. The union shall save the employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this article.

In three instances, provisions were included for reimbursing the employer for the cost of deducting dues:

(34) The County agrees to deduct the sum of 50¢ per payroll period from the paycheck of each employee who has signed a payroll deduction card and filed it with the County Auditor. All such sums collected shall be transmitted to the Treasurer of the Association monthly. Checkoff may be terminated by written notice from the employee, and shall take effect 90 days after receipt of such notice.

The Association agrees to pay to the County for such service a sum equal to 50¢ per average member per year.

Labor-management committees

Twenty-three percent of the agreements studied contained clauses which established joint labor-management committees to discuss issues relevant to the employer-employee relationship (table 10). As a rule, they dealt with issues of mutual concern that had not yet been written into the collective bargaining agreement. In all cases, issues involving grievances or the terms of the contract were excluded. The committees were to meet at regular intervals during duty hours.

These committees assure continuing regular contact between the parties in a nonadversary situation to help build understanding and cooperation that might carry over into the settlement of grievances and the conduct of negotiations:

(35) In order to encourage the exchange of information and to propose and develop solutions to problems of general interest, the following employee-management relations committees shall be established: (1) Fairfax County School Board/Local Union 1919 and; (2) General County/Local Union 1924. The School Board/Local 1919 committee shall consist of the President of Local 1919, two employees from the Support Services Department, one employee each from the four administrative areas as elected or designated by the union; and School Board representatives designated by the Division Superintendent of Schools. The General County/Local 1924 committee shall consist of the President of Local 1924, two employees from E.M.T.A., and one employee each from the Department of General Services, the Park Authority, Plant Operations, Solid Waste, Maintenance and Construction, and Line Maintenance Divisions, as elected or designated by the union; and General County Representatives as designated by the County Executive.

Meetings of the Committees shall be scheduled by mutual agreement of the County and the union but in no

event will the Committees regularly meet more than once in any calendar month. Meetings will normally be scheduled to commence sometime between the hours of 8:00 a.m. and 5:00 p.m. Employee members of the Committees shall suffer no loss of pay for attending committee meetings during their regularly scheduled work period.

(36) There shall be a labor-management committee which will consist of not more than five members who shall be designated in writing in advance by the Association and not more than four members designated by the Fire Chief. This labor-management committee shall meet on a monthly basis or less often, by mutual consent, and such meetings will be to discuss problems and objectives of mutual concern not involving grievances or the terms and conditions of this agreement.

The Fire Chief will also furnish a secretary to take minutes of the meetings and these minutes will be mailed to each member of the committee and alternates and all stations not later than 15 days after the meetings.

Eighteen percent of the agreements studied provided for joint safety committees. These also were to meet regularly and were made up of a fixed number of representatives. The functions of safety committees varied from periodic consultation to investigation of unsafe conditions. As a rule, their powers extended only to making recommendations to the parties having the power to make changes in unsafe conditions:

(37) It is the expressed policy of the employer and the union to cooperate in an effort to improve health and safety matters. To aid in the furtherance of this expression, a Joint Union-Employer Health and Safety committee shall be established for the bargaining unit at the Home at King, Wisconsin. The union shall select three representatives to serve on the committee with three representatives selected by the Commandant of the Home.

The committee will meet monthly (unless mutually agreed otherwise) at a mutually satisfactory time to consider health and safety matters relating to bargaining unit employees at the Home and will submit in writing any recommendations it may have to the Commandant of the Home.

(38) The employer and representative shall designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review conditions in general, and to make recommendations to either or both parties when appropriate. The safety committee member representing the representative shall be permitted a reasonable opportunity to visit work locations throughout the employer's facilities where employees who are covered by this agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours, with no loss in pay, for periods not to exceed one hour per day, unless additional time is authorized by the superintendent, or the employer.

(39) . . . The committee shall also be the means of handling problems that may arise concerning safety of working conditions. Each of the parties recognizes the importance of protecting the health, life and limb of employees and the employer will make every effort to improve conditions to promote health and safety among the employer's employees. The committee shall make recommendations respecting conditions which in its opinion require correction and the employer agrees that it will use due diligence to avoid hazardous conditions and make reasonable efforts to eliminate any condition which might result in injury or illness to any employee. No employee shall be required to work with any piece of equipment or under any condition that has been declared unsafe by the committee until such time as the unsafe equipment or condition complained of has been corrected.

The committee shall be composed of four members designated by the union, one of whom shall be the president, and four members designated by the employer, one of whom shall be the superintendent. All recommendations with respect to safety shall be adopted by a majority of the committee. If the committee is unable to reach a majority decision on any question of safety, the question shall be referred to the person or persons selected by a majority of the committee to decide the issue.

Minutes shall be kept of all meetings and shall be distributed to the employer and the union to the end that both the employer and the employees will have an understanding of the deliberations of the committee.

Two contracts included provisions which established affirmative action committees. These committees were charged with making recommendations concerning the status of minorities and women in the workplace. Both clauses provided for establishing training programs, one specifically stating that its purpose was to prepare minorities for accelerated promotion. The other clause set as objectives the establishment of career ladders for minorities and the identification and correction of inequities:

(40) The committee shall make recommendations to the department as are necessary to accomplish a meaningful affirmative action program consistent with the policy positions set forth by the County Board of Supervisors. Such recommendations shall, as soon as feasible, include an intra-department on-the-job training program designed to prepare for accelerated promotion to all levels of department operations, employees who are identified as racial or ethnic minorities, as well as women. Participation in such training programs shall not, in any way, be abridged because of bargaining union affiliation or the lack of same.

(41) A Joint Affirmative Action Career Development Committee shall be established for the purpose of considering and developing proposals aimed at improving and enlarging the career opportunities of minorities and women in the Commonwealth's service. The Committee shall consist of eight members, four members appointed by the union and four by the Commonwealth.

The Committee shall develop recommendations and submit them to appropriate Commonwealth officials for consideration. Its proposals shall be consistent with the following objectives:

To establish career ladders leading to higher level positions for minorities, women, and other employees covered by this agreement.

To identify and correct existing employment inequities.

To develop training programs aimed at preparing employees for advancement to higher level positions. Such programs may include in-service training, utilizing the internal resources of the Commonwealth, or out-service training that makes use of educational and other community resources.

The Commonwealth shall, when compiling such information, inform the Joint Affirmative Action Career Development Committee of management's projections of manpower requirements based on contemplated increases in existing services, new programs, and normal attrition of the work force.

Union activities

Meeting facilities. Sixteen percent of the agreements, covering nearly one-third of the workers in the study, gave employee organizations the right to use government facilities for meetings (table 11). However, the use of facilities placed certain obligations on the union or association. As a rule, meetings had to be during nonduty hours, and the organization could be assessed costs. The number of persons attending and frequency of use could be limited; advance notice was required:

(42) Association members or representatives may be permitted to use suitable facilities on the employer's premises to conduct Association business during nonwork hours upon obtaining permission from the employer's personnel officer or his designated representative. Any additional cost involved in such use must be paid for by the association.

(43) The County grants C.S.E.A. the right to use the Board of Supervisor's Room on the third floor of the County Office Building for C.S.E.A. purposes. Arrangements for the use of such space shall be scheduled with the clerk of the Board of Supervisors, and no more than forty persons shall be permitted to use the room at any one time and the room shall not be used later than 10:00 P.M.

(4) C.S.E.A. is accorded the privileges of use of meeting space in county-owned or leased buildings with the following restraints:

The meetings shall be limited to the C.S.E.A. executive committee of not to exceed 25 persons and to be held not more than once a month; the meetings shall be held one hour before or one hour after the normal working day or during the lunch period and shall be prearranged with the Department Head.

(44) On twenty-four hours' notice to the appropriate authority, the Faculty Federation shall have the right to schedule a Federation meeting during normal operating hours in the buildings of the campus. After a Federation meeting has been scheduled, no other meetings involving faculty members shall be scheduled at the same time.

Bulletin boards. Seventy percent of the agreements provided for bulletin boards or for other means of publicizing union business. Many of the provisions were quite detailed—some even indicated the size, type, and number of bulletin boards that would be permitted. A listing of what could be posted, including notices of union elections, meetings, social affairs, appointments, and committee reports, was often specified in the provision. In several instances, the provisions prohibited the posting of material that was considered by the employer to be either political, libelous, inflammatory, or denunciatory in nature. The employer could be permitted to post notices pertaining to transfer, job, and promotional opportunities:

(45) The employer shall provide bulletins boards at locations mutually agreed upon for use by the union to enable employees of the bargaining unit to see notices posted thereon when reporting to or leaving their work stations, or during their rest periods. All notices shall be posted by an officer of the local and shall relate to the matters listed below:

Union recreational and social affairs;
Union meetings;
Union appointments;
Union elections;
Results of union elections;
Reports of standing committees of the union;
Rulings or policies of the international union or other labor organizations with which the union is affiliated;
Any other material authorized by the employer and officer of the union.

Clipboards will be attached to the bulletin boards for the posting by management of notices relating to:

Transfer opportunities available under the provision of Article XI.
Promotional opportunities at UWM.
Other job opportunities at UWM.

The minimum size of a bulletin board shall be three feet by four feet, unless both parties agree it should be smaller. If any bulletin boards now being used by the union are larger than the minimum size noted above, they shall be retained at their present size.

(46) In any building where there are three or more permanently assigned employees represented by this bargaining group, the employer shall assign a locked bulletin board which shall be used by the union for posting notices, bearing the written approval of the president of the union local, which shall be restricted to:

Notices of union recreational and social affairs;
Notices of union elections;
Notices of union appointments and results of union elections;
Notices of union meetings;
Other notices of bona fide union affairs which are not political or libelous in nature.

(47) The union and its authorized representatives shall be permitted to use the bulletin boards for notices of an informational nature. It is understood that it would be improper to post material of an inflammatory or denunciatory nature.

The employee organization could be required to submit items to the employer for approval prior to posting. This approval could extend to other means of distributing

union literature, for example, the use of boxes adjacent to employee time clocks:

(48) The County will furnish the "union" with sufficient bulletin board space for up to four "union" notices size 8½" x 14" at each of the agreed locations. The union shall submit items to the assistant to the County Manager for Labor Relations prior to posting. Authorization to post notices will not be unreasonably withheld.

It is intended, for purposes of interpretation, that the bulletin boards indicated on the attached list shall be those provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public.

The time clock boxes, as long as they are used by the County, may be used for distribution of "union" literature as defined above. The County agrees not to destroy or discard the "union" literature contained in the time clock boxes.

Additional means of publicizing the employee organization's activities included the use of internal mail systems and of some of the employer's office equipment. The union could, however, be required to pay costs. One agreement permitting the use of the employer's mail system prohibited the inclusion of union material in mail containing salary or expense checks and also stated that the employer would not be required to distribute any material considered to be controversial:

(49) AAUP shall have the right to make reasonable use of the University facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with University procedures. AAUP shall pay reasonable costs for the use of facilities and equipment.

(50) The union shall have reasonable use of the employer's mail distribution system to employees, provided that such use does not require additional mailing expenditures by the employer. The employer, however, shall not be required to distribute any material which the Director considers controversial; nor shall union material be included in mail containing salary or expense checks.

Visiting rights. Nearly one-half of the agreements granted visiting rights to nonbargaining unit union or association representatives for the purpose of conducting union business. The provisions could allow visits by any officers or representatives who were not employees or, less frequently, they could limit visits to those whose names appeared on a list of authorized representatives. Visiting rights clauses generally stipulated that prior approval by the employer had to be obtained before the union official could enter the worksite. In some instances, however, the parties could agree to waive this notice requirement. Clauses also generally placed limitations on the purpose of these visits. Contract administration, adjustment of grievances, and observation of working conditions were commonly accepted reasons for visiting the workplace. Other stipulations permitted the employer to designate the work areas the representative could visit or provided an escort to accompany the representative where unlimited access could not be allowed:

(51) The employer agrees that non-employee officers and representatives of the WSEU or of the international union shall be admitted to the premises of the employer during working hours upon 24 hour advance notice (if possible) to the appropriate employer representative. Such visitations shall be for the purpose of ascertaining whether or not this agreement is being observed by the parties and for the adjustment of grievances. The union agrees that such activities shall not interfere with the normal work duties of employees. The employer reserves the right to designate a meeting place or to provide a representative to accompany the union officer where operational requirements do not permit unlimited access.

(52) Authorized CAPE representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions. A CAPE representative desiring access to a work location hereunder shall state the purpose of his visit and request the Department Head's authorization at least twenty-four hours before the intended visit unless the parties mutually agree to waive notice.

CAPE shall give the Department or District Head affected a written list of all authorized representatives which list shall be kept current by the Association. Access to work locations will only be granted to representatives on the current list . . . .

Union steward or representative functions. The duties of the employee organization's stewards and representatives were specified in four-fifths of the agreements studied. Provisions did not usually include much detail concerning the functions of stewards or representatives, but rather referred to duties in general terms or listed activities that would be permitted. More often than not, statements on functions were included in clauses providing paid time for such activity.

Participation in collective bargaining negotiations and the processing of grievances were the activities most frequently specified. Other duties included posting notices, transmitting messages, and consulting with the employer on working conditions and enforcement of the agreement:

(43) Absence from work assignments for union activities will be permitted for those actively participating in (a) collective bargaining negotiations with County representatives; (b) grievance procedures to which reference is made hereinafter; and (c) other legitimate union activities other than those set forth in (a) and (b) herein upon request to, and the receipt of permission from, the respective department head of such employee.

(53) The public employer agrees that during working hours, on the public employer's premises, and without loss of pay, union stewards and proper designated union representatives shall be allowed to within reason:

Investigate and process grievances;

Post union notices within five minutes of quitting time;
Attend negotiating meetings;
Transmit communications authorized by the union or its officers to the public employer or his representatives; and
Consult with the public employer, his representatives, local union officers, or other union representatives concerning the enforcement of any provisions of this agreement.

(54) The County recognizes the right of the employees to designate three representatives of the C.S.E.A. to represent them in matters arising under this agreement, such as salaries, wages, working conditions, disputes, and grievances. Any one of such representatives may make a reasonable number of visits to employees during working hours for the purpose of discussing such matters, and any one of said representatives may also appear before a department head, or the appropriate committee of the County Legislature, or the County Legislature itself, or the Arbitration Board when occasion may reasonably require such an appearance.

Paid time off for union business. Provisions granting employees who were union representatives time off with pay to conduct union business were fairly common, appearing in 75 percent of the agreements studied (table 12). The largest number provided time without loss of pay or benefits for union representatives, generally stewards, to investigate, prepare, and process employee grievances. Provisions for paid time for negotiations and for union conventions or training were each included in one-third of the agreements providing paid time off.

It is not surprising that time off for handling employee grievances was mentioned most frequently, since this is the principal function of the union steward and is of fundamental importance in the day-to-day administration of the contract. Virtually all of the paid time provisions placed limits on the circumstances under which the time could be used or upon the amount of paid time that would be permitted. Advance permission by the steward's immediate supervisor, the supervisor of the work location the steward wished to visit, or both, was required under most grievance procedures. Handling grievances was usually not to be allowed to interfere with a steward's regularly assigned work and the logging of any compensatory or overtime pay as a result of union activity was prohibited:

(55) The steward may investigate any alleged grievance and assist in its presentation. He shall be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and with the approval of his immediate supervisor and such approval shall not be unreasonably withheld.

(56) Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievance without loss of pay or benefits of any kind. Stewards, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the steward will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request, unless otherwise mutually agreed to.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of his business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

LACEA, Local 660, SEIU, agrees that a steward shall not log compensatory time or premium pay time for time spent performing any function of a steward.

(31) The bargaining unit shall be represented by one steward and one alternate who shall be a regular employee. It will be the duty of the steward (or the alternate) to present grievances of the employees to the Sheriff without loss of time or pay. The alternate shall act in the absence of the steward.

In one unusual provision, paid time for participation in the grievance procedure was specifically forbidden:

(7) All employees attending conferences, meetings, and/or hearings involving this grievance procedure will do so on their own time.

In addition to paid time off for processing grievances, stewards or representatives could be allowed time off to attend contract negotiations, union conventions, or training sessions. The clauses usually stated that negotiations would be held during regular hours. There were some exceptions to this rule, however, where provisions indicated that negotiations would be held outside of regular duty hours if possible. Representatives could be given reasonable paid travel time if negotiations were to be conducted away from the work site, as often occurs, for example, with State or countywide agreements covering several activities:

(57) The County agrees that it will permit and pay representatives of the association who are regular County employees, time while on the job to resolve association grievances and time to meet with County representatives to resolve differences and discuss or interpret the terms of this agreement. The County also agrees to permit negotiators for the association who are regular County employees time while on the job to negotiate future agreements.

(58) A reasonable number of employees serving on UUP's negotiating team shall be granted reasonable and necessary employee organization leave, including travel time, for the purpose of negotiating with representatives of the State.

(34) Employees serving as members of the Association bargaining committee shall be paid their normal base rate for all hours spent in contract negotiations carried on during their regular work day. Effort shall be made to conduct negotiations during non-working hours to the extent possible, and in no case shall such meetings be unnecessarily protracted. Employees released from duty for negotiations shall be allowed reasonable travel time between their work site and meeting locations.

Selected members of the employee organizations could also be permitted official time to attend their State or national conventions. Advance permission was nearly always mandatory and the clause could require that time away from the job be scheduled in such a way that the absent employees' jobs were adequately covered. It was also common to limit the number of employees excused at one time for conventions:

(59) Persons who are officers, delegates or alternates of the Association may be granted leave with pay for the purpose of attending the State and National convention of their organization. If a person is granted permission to attend such a convention under this rule, the person shall be granted leave of absence with pay and said absence shall not be charged against available vacation leave credits.

(60) Persons who are officers, delegates or alternates of the union may be granted leave with pay for the purpose of attending the State and national convention of their organizations. If a person is granted permission to attend such a convention under this rule, the person shall be granted leave of absence with pay and said absence shall not be charged against available vacation leave credits. If two or more officers, delegates or alternates are from the same district and shift, arrangements must be made to exchange days off so that adequate coverage will be maintained. Such exchange of days off can only be made with the approval of the commanding officer of the district.

The number of delegates to the convention shall be limited to the provisions in the current constitution of the parent organization involved which shall be made available to the employer.

Some contracts granted paid leave for union training sessions. Again, limits were often placed on the number of employees and the number of days allowed for these purposes. One provision allowed additional time without pay, upon approval, should these limits be exceeded. Provisions could require that absences be coordinated, state that the needs of the agency prevail in case of any conflict, and consider time for training or conventions as time worked for purposes of assigning overtime:

(61) No more than three members of the union elected to attend a function of the Council and/or international union, such as conventions or education conferences, shall be allowed time off without loss of time or pay to attend conferences and/or conventions for the local union.

Such time off with pay shall be limited to seven days for each two years for each member so elected. Any additional time off will be allowed without pay upon approval of the County employer.

(11) The State also agrees to grant up to five scheduled workdays of time off with pay per calendar year to each member of the Association's Board of Trustees or other designated Association members, the total members not to exceed ten in number, to attend area, regional, or national conferences, meetings, or seminars on union or Association-related matters. Such time off shall not be charged against the employee's accrued annual leave balance. The Department of Personnel shall be notified in writing by the Association of the names of Association members who are scheduled to attend any such meetings and the dates thereof.

It is agreed that members of the management unit shall coordinate their absences from work under these provisions with their supervisors and/or appointing authorities. If a conflict arises between the needs of the employing agency and the Association for the time and services of an employee during working hours, the needs of the agency shall prevail and the employee shall remain on duty rather than attend the Association meeting or convention.

It is further agreed that such time off shall not be considered "hours of work" for purposes of determining eligibility for overtime compensation.

(62) Leaves of absence with pay will be granted to those employees who are elected or selected by the union to attend educational classes conducted by the union. The number will not exceed four employees at any one time for a combined total of eighteen working days per contract year during the term of this contract. Such absences under this section shall be approved if not less than five working days' notice is given to the employee's supervisor and provided that the employee's absence will not unreasonably interfere with the University's operations.

Table 6. Management rights and antidiscrimination provisions in State and county collective bargaining agreements by level of government, 1972-73

Provision	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Management rights	226	253,765	87	123,059	139	130,706
Antidiscrimination provision	248	290,001	94	129,887	154	160,114
Traditional antidiscrimination provision[1]	231	265,327	87	125,964	144	139,363
Union membership only	17	24,674	7	3,923	10	20,751

[1]A traditional antidiscrimination provision lists the kinds of discrimination that are prohibited. Most frequently listed are race, religion, and nationality; less often, age, sex, union membership, and marital status.

NOTE: Nonadditive. An agreement may contain more than one of the provisions listed.

Table 7. Union security provisions in State and county collective bargaining agreements by level of government and government activity, 1972-73

Item	All agreements		Referring to type of union security										No reference to union security	
			Total		Union shop		Modified union shop		Agency shop		Maintenance of membership			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total...	318	340,447	93	71,715	26	5,673	10	1,920	36	27,344	21	36,778	225	268,732
LEVEL OF GOVERNMENT														
State.....	106	151,257	31	31,660	9	2,239	6	1,359	8	4,076	8	23,986	75	119,597
Los Angeles County.....	41	61,312	—	—	—	—	—	—	—	—	—	—	41	61,312
All other counties.....	171	127,878	62	40,055	17	3,434	4	561	28	23,268	13	12,792	109	87,823
GOVERNMENT ACTIVITY														
Agricultural services	3	984	—	—	—	—	—	—	—	—	—	—	3	984
Central administration.....	15	18,209	5	4,146	2	270	1	164	1	712	1	3,000	10	14,063
Central services	4	3,272	1	236	—	—	—	—	1	236	—	—	3	3,036
Correctional institutions.	9	2,475	3	390	2	285	—	—	1	105	—	—	6	2,085
Courts	14	8,494	3	410	—	—	1	80	2	330	—	—	11	8,084
Education	36	38,832	12	5,514	2	612	2	826	8	4,076	—	—	24	33,318
Employment/ compensation	4	10,600	—	—	—	—	—	—	—	—	—	—	4	10,600
Fire protection.....	8	7,474	—	—	—	—	—	—	—	—	—	—	8	7,474
Health/ medical.....	45	42,473	16	9,457	6	951	1	244	1	87	8	8,175	29	33,016
Law enforcement.....	29	18,137	9	2,240	1	450	1	50	5	770	2	970	20	15,897
Libraries and related services	1	117	—	—	—	—	—	—	—	—	—	—	1	117
Public transportation....	3	12,200	—	—	—	—	—	—	—	—	—	—	3	12,200
Public utilities.....	2	252	2	252	2	252	—	—	—	—	—	—	—	—
Public works...	46	15,065	22	4,072	5	586	2	150	11	2,557	4	778	24	10,993
Regulatory agencies/ licenses	4	4,516	2	2,575	—	—	1	75	—	—	1	2,500	2	1,941
Sanitation and related services	1	850	—	—	—	—	—	—	—	—	—	—	1	850
Social welfare.	21	18,728	5	572	2	151	—	—	3	421	—	—	16	18,156
Jurisdiction-wide.....	73	137,769	13	41,851	4	2,115	1	331	3	18,050	5	21,355	60	95,918

Table 8. Dues checkoff provisions in State and county collective bargaining agreements by government activity, 1972-73

Government activity	All agreements		Dues checkoff	
	Agreements	Workers	Agreements	Workers
Total	318	340,447	266	286,148
Agricultural services	3	984	3	984
Central administration	15	18,209	12	12,037
Central services	4	3,272	4	3,272
Correctional institutions	9	2,475	8	2,365
Courts	14	8,494	10	8,097
Education	36	38,832	30	35,102
Employment/compensation	4	10,600	4	10,600
Fire protection	8	7,474	4	4,899
Health/medical	45	42,473	38	40,941
Law enforcement	29	18,137	25	16,537
Libraries and related services	1	117	1	117
Public transportation	3	12,200	2	3,400
Public utilities	2	252	1	91
Public works	46	15,065	37	11,886
Regulatory agencies/licenses	4	4,516	4	4,516
Sanitation and related services	1	850	1	850
Social welfare	21	18,728	19	18,603
Jurisdictionwide	73	137,769	63	111,851

Table 9. Union security provisions in State and county collective bargaining agreements by dues checkoff, 1972-73

Provision	All agreements		Agreements with dues check-off provisions		No reference to dues checkoff	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	266	286,148	52	54,299
Total with union security	93	71,715	87	70,861	6	854
Union shop	26	5,673	22	5,240	4	433
Modified union shop	10	1,920	8	1,499	2	421
Agency shop	36	27,344	36	27,344	—	—
Maintenance of membership	21	36,778	21	36,778	—	—
No reference to union security	225	268,732	179	215,287	46	53,445

Table 10. Labor-management and related committees in State and county collective bargaining agreements by level of government, 1972-73

Provision	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Labor-management committee	74	130,723	44	89,427	30	41,296
Safety committee	58	62,468	32	41,825	26	20,643
Equal employment opportunity committee	2	16,752	1	14,500	1	2,252

NOTE: Nonadditive. An agreement may contain more than one of the provisions listed.

Table 11. Union activity provisions in State and county collective bargaining agreements by level of government, 1972-73

Provision	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Facilities for meetings	50	111,394	29	81,227	21	30,167
Publicity and bulletin boards	223	271,336	91	121,172	132	150,164
Visiting rights	151	190,998	68	79,591	83	111,407
Steward and representative functions	256	295,174	94	130,705	162	164,469

NOTE: Nonadditive. An agreement may contain more than one of the provisions listed.

Table 12. Paid time for union business in State and county collective bargaining agreements by level of government, 1972-73

Provision	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Total with paid time for union business	237	290,976	91	129,404	146	161,572
Grievance preparation and processing	98	118,156	21	19,464	77	98,692
Negotiations	12	9,545	4	1,980	8	7,565
Union conventions or training sessions	14	31,067	6	20,325	8	10,742
Grievances and negotiations	50	57,500	25	35,677	25	21,823
Grievances, negotiations, and conventions	14	35,213	9	30,336	5	4,877
Grievances and conventions	46	34,580	23	16,707	23	17,873
Negotiations and conventions	3	4,915	3	4,915	—	—
Addendum:						
Grievance preparation and processing	208	245,449	78	102,184	130	143,265
Negotiations	79	107,173	41	72,908	38	34,265
Union conventions or training sessions	77	105,775	41	72,283	36	33,492

NOTE: The first part of the table presents the various combinations of paid time for union business; the addendum shows the total for each type of union business.

Chapter 3. Personnel Actions

Promotions

In the days before collective bargaining, decisions to promote employees were, in many jurisdictions, a function of civil service or merit promotion rules and regulations. These had been established to insulate career employees from political pressure, and were considered to be guarantees that promotion opportunities would be applied equitably to all qualified civil servants. However, employees began to question the equity of these rules and regulations, since they were controlled by management alone. State and local civil service commissions, they felt, could not truly represent the interests of employees except within the narrow range defined by their original intent; namely, protection against the worst aspects of the spoils system.

Once employee organizations were formed and began to grow, employees, for the first time, could seek a voice in how promotion procedures were written and administered. At the very least, existing procedures could be incorporated into the agreement where they might then become subject to the grievance procedure and perhaps even to modification through collective bargaining.

Approximately 64 percent of the contracts studied contained references to promotion opportunities and procedures, some brief and others detailed (table 13). The more extensive provisions dealt with such questions as how employees were to be selected for consideration when promotion opportunities opened and, when considered, what factors would be applied in making the selection of the individual to be promoted.

In determining which employees would be considered for promotion, two approaches could be used. Under automatic consideration, any employee who met minimum qualifications for the job would be examined, with no positive action necessary by the employee to initiate the process. In a variation of this approach, employees might be required to make a general showing of interest to the personnel department, after which they would be automatically considered for any job for which they might qualify.

Over three-fourths of the agreements referring to promotions took another approach, one which involved, first, the posting of job vacancy announcements in prominent places, and second, the subsequent bidding for them by interested employees (table 13). If they wanted to be considered for promotion, in other words, employees had to initiate action on each higher grade opening that was announced. No one would be considered who did not apply.

Provisions dealt with several aspects of this posting-bidding procedure, including specifying whether the union was to receive notice of vacancies, and where postings were to be made. They might stipulate time limits on how long postings would be open and on how many days employees would have to apply. How to settle disputes on the timeliness of applications, as well as rules on to whom employees may apply, might be set forth. Finally, clauses might require that postings show a job description, a listing of duties, and the pay scale:

(63) The employer agrees to post vacancies at appropriate work locations that are to be filled 15 days prior to the filling of such vacancies unless an emergency requires a lesser period of time.

(64) When a new position is created or a vacancy occurs in any existing position listed under Addendum "A", the employer shall forthwith prepare and furnish the union secretary and post in places to be agreed upon by the employer and the union a bulletin stating among other things:

Location and title of position to be filled; a listing of the principal duties of the position; minimum qualifications; assigned hours of service; assigned days of rest; salary range of the position; whether the position is permanent or temporary; if temporary, how long it is probable the position will continue; the starting date of the assignment; last date when applications will be received and accepted; and with whom the applications shall be filed.

Standard classification and title forms for job postings will be developed. Changes in the forms will be by mutual agreement between the employer and the union.

The employer shall designate no less than five working days in which positions will be posted for bid and advertised, weekends excluded . . . . Whenever a position is vacated in positions other than listed under Addendum "A", a notice of vacancy will be placed in conspicuous areas such as bulletin boards to advise present employees of the

vacancy and qualified employees of the opportunity to make application.

(65) Whenever there is a position or job opening or contemplated opening within the bargaining unit, either as a result of a termination, promotion, transfer, or creation of a new position and the employer intends to fill such position . . . notice of such opening shall be mailed by the employer to each of the certified union stewards and such department heads as the employer desires. The union stewards shall post such notices on bulletin boards which shall be located in each work area of the County. Job opening notices shall indicate the job title, the salary range, the minimum qualifications required of applicants, the department in which the opening exists, the geographic location of the job, and the final date of acceptance of applicants. Such notices shall be mailed not less than ten days before final date of acceptance of applicants. Application blanks shall be made available to each employee by the employer at or near his place of employment or near the job posting bulletin boards. Should a question arise concerning the application deadline date for filing a mailed application, the stamp cancellation time shall be used as a determination of the time of filing. Should the employer decide that a vacant position is not to be filled, notice of that fact and other relevant information shall be mailed to each certified steward.

(66) A job vacancy shall be defined as a position not previously existing in the job classification plan attached to and made a part of this agreement or a vacancy in a position in the said job classification plan due to termination of employment, promotion or transfer, death or disability of existing personnel, and in the judgment of the County the need to fill such job vacancy continues to exist.

The job requirements and salary range shall be a part of the posting. Employees desiring to apply for such vacancy position may either sign the posting on the space provided thereon for that purpose, or may contact within the posting period the Department Head in whose Department the vacancy exists. For the purposes of this article, the posting period shall be deemed to be the time the posting is on display on the bulletin board in the Courthouse lobby but not less than five working days. The president of the Association shall receive a copy of the posting at the time it is posted.

If the vacancy was not filled following posting, several different actions could be taken. The vacancy could be permanently filled by hiring or by transferring in a qualified employee from outside the bargaining unit; temporarily filled; or reposted:

(67) . . . At the end of the fifth day a notice will be posted showing the name of the applicant selected for the job, or indicate that no one was selected. If no application is received, or none of the applicants is qualified for the job, the hospital may fill the job by hiring a new employee or transferring a qualified probationary employee or a qualified junior employee. In order to provide continuity of service while filling a vacancy or a new job, the hospital shall have the right to fill openings and make transfers on a temporary basis pending the selection of an employee (including completion of the qualification period) for a job under these provisions.

(55) Permanent vacancies in positions in the Labor and Non-Competitive classes within the unit shall be posted on the division bulletin boards for a period of not less than five business days . . . .

If no bids are received or there are insufficient bids to fill all vacancies,the appointing authority may then fill any such vacancy with any qualified person.

(68) . . . When a position is not filled after the first posting, or the employer does not hire a new employee to fill the position, and it remains vacant for a period of six months thereafter, it shall be reposted one more time so interested employees will have another opportunity to apply if they so desire.

Ninety-two percent of the agreements with promotion procedures designated the basis upon which promotions would be made (table 13). While a number of factors governed this final selection, the two most commonly found—with equal frequency—were length of service and the employee's skill and ability. These were most often found in combination. Rarely, only one was designated, as, for example, where a vacancy for a liquor store manager was to be filled solely on the basis of seniority:

(69) When a vacancy occurs in a manager position in a liquor store, preference will be given on a seniority basis to managers in the same county in the same class as the vacancy. Seniority for the purpose of this provision shall be the length of continuous service at the applicable manager class or above.

Where seniority was combined with skill and ability and other factors, it stood almost an equal chance of being either the primary or the secondary basis for selection (table 14). Although the employee selected had to be qualified, he or she did not necessarily have to be the one with the highest qualifications. In most instances, the qualifications were determined by the employer, but the union could "grieve" the selection:

(70) . . . The vacancy shall be awarded to the senior employee so bidding who has the qualifications and other attributes to satisfactorily perform all the work required in the classification with a minimum of training . . . .

(71) . . . Senior employees shall have preferences of employment and promotional opportunities for non-competitive jobs and to choose their work shifts and to work at the job for which the pay is the highest, providing such employees are qualified for such work, the qualifications to be determined by the employer. The union reserves the right to exercise the grievance procedure set forth herein in connection with the employer's choice of employees.

As a secondary factor, seniority would operate only where the skill and ability of candidates for promotion were relatively equal. Conversely, if there was

a wide disparity in skill, then the most qualified would be chosen without reference to seniority:

(72) When two or more qualified applicants are, in the opinion of the employer, considered approximately equal, seniority within the collective bargaining unit will determine which applicant shall be appointed. This clause may be waived by mutual agreement.

(73) . . . The vacancy shall be filled on the basis of qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. The Clerk or Justice shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously, or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

In determining skill and ability, a number of factors might be applied, including a review of the applicant's performance reports. Behavior on the job might be checked and, where it was particularly pertinent to the work, the applicant's physical condition:

(1) The following factors are considered in promotion to Trooper I and Trooper II:
  (1) Total length of service in the State Police . . . .
  (2) Performance rating.
  (3) Record of conduct.
  (4) Medical condition.
  (5) Ability to perform in the next higher rank or grade.

Another measure of skill and ability was the written or oral test. Thirty percent of the promotion procedures specifically required candidates to pass examinations, as a rule, civil service tests especially designed for the job (table 13). Commonly, where tests were required, length of service played no role. Yet it might in some instances, as in the third illustration, where examination points were awarded for years of service:

(74) The employer shall post on the applicable employing unit bulletin boards notices of all promotional examinations for bargaining unit positions within the employing unit involved and shall furnish the appropriate local union with eight copies of such notices. The parties agree the above notices are for informational purposes only.

(75) All promotions within the bargaining unit shall be made on the basis of competitive examination as provided for in the Oakland County Merit System. The employer will make his selection for promotion from the three highest ranking candidates who have passed the promotional examination.

(76) Promotional tests shall consist of a written and oral examination, the scores from which will be averaged with an additional point for each full year of service to be added to this average to compute the final grade.

Temporary transfers

Through temporary assignment of employees to other bargaining unit jobs, State and local officials can cover short-term needs, such as the absence of regular employees or the unexpected occurrence of abnormal workloads. Incidental to this flexibility, where the transfer involves moving employees to a higher rated job, management is providing employees with valuable experience that may later qualify them for promotion. At the same time, management has the benefit of a pool of trained personnel that can readily move up when permanent vacancies occur.

But problems can arise that move the issue of temporary promotional transfers into the scope of collective bargaining. In the present study, more than two-fifths of the agreements referred either to pay for or time limits on temporary promotions:

	Agreements	*Workers*
All agreements studied	318	340,447
Referring to temporary promotions	139	150,579
Pay while on promotional assignment	83	79,993
Time limits on promotional assignments	25	40,830
Both	31	29,756
No reference to temporary promotions	179	189,868

These clauses could also deal with assignments to lower rated jobs and describe how an employee was to be selected for higher or lower rated temporary duty. Seniority, for example, might be required or specifically waived, or the employee might be chosen on the basis of skills.

Usually the employee who was moved to a higher rated job received increased pay, either the rate of the new job or a percentage increase above pay on the old job:

(18) The facility may make temporary promotions or demotions:

  a. If the temporary promotion or demotion is to a more desirable position, the highest senior employee from among those qualified shall be given the position.
  b. If the temporary promotion or demotion is to a less desirable position, the least senior employee qualified shall be given the position.

  An employee given a temporary promotion or demotion shall be paid either at the rate of the position which he held or at the first step of the rate of the position to which he has been given a promotion or demotion, whichever is higher. . . .

(77) In cases of prolonged absence from duty, or other emergencies, a department head, with the consent

of the County Administrator, may, in writing, temporarily promote an employee when such employee is regularly required to perform the duties of a job with a higher classification, for a period in excess of ten days. In such cases,the employee shall be paid an additional 5% of his present salary or the first step of the salary range fixed for the job for which he has received a temporary promotion, whichever is higher. A temporary promotion shall not endure for a period greater than thirty consecutive days.

Provisions could also define what was meant by "temporary" in terms of number of days and what the consequences would be for retaining an employee beyond the limit. Usually, when the limit was reached, the job had to be posted as a permanent vacancy or the employee had to return to the former job. The agency, however, might be prevented from removing the employee if it would do so in order to avoid making it a permanent assignment. The employee's occupancy of the job might not always carry with it the right to retain the job permanently. To have such a right might deny a more senior or more qualified employee the right to bid on the job:

(78) It is the intent of management whenever possible to avoid working an employee on an out-of-class assignment for a prolonged period of time. Any employee working on an out-of-class assignment for more than 30 consecutive working days may request appointment to the higher class. Upon review and confirmation of the out-of-class assignment and subject to applicable Civil Service rules, management will either initiate action to appoint the employee to the position of the higher class or reassign him to a position corresponding to his current Civil Service class.

For the purpose of this article, an out-of-class assignment is the full-time performance of all the significant duties of an authorized, funded position in one class by an employee on a position in another class.

(79) Employees in any classification are expected to perform any duties to which they may be assigned. When an employee of a higher classification is transferred temporarily to a lower classification he shall receive the higher rate of pay, and when an employee of a lower classification is transferred temporarily to a higher classification for longer than five working days in a thirty calendar day period, he shall receive the higher rate of pay commencing with the sixth day while working in that classification and for all hours thereafter . . . .

The employer reserves the right to make such transfers as may be necessary to fill a temporary vacancy caused by absence from the job or from an employee's trying out a vacant job . . . A temporary vacancy is defined to mean a job to which an employee is transferred for 30 consecutive calendar days or less. After 30 days the job will be posted as a permanent job opening . . . The employer will not remove from any such temporary job such employee for the purpose of avoiding job posting.

(39) The Board shall have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absences. The Board shall also have the right to temporarily transfer employees within the bargaining unit irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety regular scheduled working days. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he is temporarily transferred, but shall retain his seniority in the permanent classification from which he was transferred . . . .

Probationary period

Employees who are newly hired must serve a trial or probationary period during which time they must prove themselves capable of performing the duties of the position for which they were selected. Nearly 55 percent of the agreements in the study contained clauses referring to probationary periods:

	Agreements	*Workers*
All agreements studied	318	340,447
Referring to probationary period..	174	154,346
No reference to probationary period	144	186,101

As a rule, probationary employees were subject to discipline and discharge during the trial period without any of the protections of the collective bargaining agreement. Promoted employees might also have to serve a probationary period but as regular employees they were not subject to discharge. However, they might be demoted to a job for which they were qualified if they did not do well on the job to which they had been promoted. Newly hired employees acquired seniority at the end of the probationary period, often retroactive to the first day of hire.

(33) All new employees shall serve a probationary period of 1,040 hours of work. Any employee whose employment is continued after such probationary period shall be considered to have satisfactorily completed his probationary period and shall be advanced to the next step in his classification and no other notice shall be necessary. If a new full-time employee's probationary period exceeds six months and if such employee satisfactorily completes such probationary period, advancement to the next step in his classification shall be made after six months of employment, on a retroactive basis. Only new employees

may be terminated during their probationary period without recourse to the grievance procedure contained herein. In the case of the promotion of any employee in the county service to a position in a class with a higher maximum salary, such employee shall receive the rate of compensation in the entrance step of the class to which he has been promoted. In cases where the pay ranges overlap, a promotion shall be effected at the next higher step in the range of the new class above the rate being paid in the lower class. A new anniversary date shall be established for the purpose of eligibility for future step increases as of the effective date of the promotion. Employees who are promoted to a higher classification shall be required to serve a probationary period of 1,040 hours of work in the new position. If such promoted full-time employee's probationary period exceeds six months and if such employee satisfactorily completes such probationary period, advancement to the next step in his classification shall be made after six months of employment in the new position on a retroactive basis. In the event the employee is promoted on his anniversary date, he shall first receive any within-range increase to which he is entitled in the lower class, and then the promotional salary adjustment provided in the above paragraph. Any employee who is demoted to a lower classification shall remain in the same pay step in the lower classification.

(61) New employees hired in the unit shall be considered as probationary employees for the first ninety consecutive calendar days of their employment. When an employee completes the probationary period, he shall be entered on the seniority lists of the unit and shall rank for seniority from the day ninety calendar days prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article II, Section I of this agreement, except discharged and disciplined employees for other than union activity . . . .

Disciplinary procedures

Almost one-half of the agreements in this study referred to disciplinary procedures for State and local government employees (table 15). As with other types of personnel actions, both parties have a stake in this issue. Management wants to insure compliance with its rules at the workplace, while the union wants to protect its members from arbitrary treatment by the employer.

In most contracts, the disciplinary procedures had been arrived at through negotiations; only a few referred to government rules and regulations instituted before collective bargaining or to combinations of the two. As with probationary and other personnel procedures, government disciplinary regulations are usually those administered by an independent agency or perhaps promulgated by the State or local legislature:

(80) 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.

(71) The employer agrees that no employee shall be discharged or subject to disciplinary action without bona fide and adequate cause. Proof of such cause shall be presented to the employee and the union prior to any disciplinary or discharge action except in emergencies. All such disciplinary and discharge action shall be subject to the terms of the grievance procedure of this agreement and also in accordance with provisions of the Civil Service Law of the State of New York.

Clauses often stipulated that the union would be notified if the disciplinary process was to be invoked, and also stated that the employee had the right to be represented during the proceedings:

(48) . . . The County agrees to promptly furnish the union a copy of any disciplinary action notification against an employee in the bargaining unit, if the County has constructive knowledge that the employee is a member of the union . . . .

The employee shall have the right to representation on any matter including discussions on disciplinary action.

Because discipline is a vital issue to employees, various aspects are likely to be spelled out in provisions, including causes for disciplinary action, disciplinary measures, such as oral or written reprimand, hearings, and penalties, and, finally, reinstatement and back pay, if disciplinary action is successfully challenged:

(81) Section 1: Exercise of rights

(a) Disciplinary action or measures shall include only the following:
Oral reprimand;
Written reprimand;
Suspension or
Discharge.

(b) Each of the following constitutes possible cause for disciplinary action:
Fraud in securing employment;
Incompetence;
Insubordination;
Dishonesty;
Drunkenness on duty;
Unlawful use of drugs or narcotics on duty;
Absence without official permission;
Conviction of a felony or misdemeanor involving moral turpitude;
Immorality on the job;
Flagrant misuse of employer's property.

(c) The disciplined employee upon request will be allowed to discuss his discharge or discipline with his steward or other authorized represen-

tative of the union, and the employer will make available an area where he may do so before he is required to leave the premises.

(d) If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public; however,the employee shall have a right to be represented by the union steward upon request.

Section 2: Disputes as to discipline and discharge

(a) When any action or measure is imposed upon or is pending against an employee, then the employer shall notify the employee, the union president, and the union steward in writing of the specific reasons for such disciplinary action being imposed and the proposed penalty. The written notification shall contain a detailed description of the charges, which shall include dates, times, and places. The written notification shall indicate that one copy has been sent to the appropriate union steward, and one copy to the union president. Notification to the union shall be done within twenty-four hours of notice given to the employee. Any matter involving discipline and/or discharge of any employee covered by this agreement, shall be accomplished in the manner as set forth in Section 75 and 76 of the Civil Service Law. However, it is agreed that the department head will not be the hearing officer.

(b) Any matter concerning discipline and/or discharge on any matter other than those listed in Section 1 (b) shall be subject to the grievance procedure as set forth in this agreement, through the arbitration procedure with the cost to be borne equally by the employer and the union.

Section 3: Private hearings

Upon application by the union, an arbitrator in a discipline case shall have the authority to direct that the arbitration shall be held in private.

Section 4: Reinstatement

Any employee found to be unjustly suspended or discharged, or whose penalty is reduced, shall be reinstated and compensated for all lost time and restoration of all other rights and conditions of employment in accordance with the determination made by the arbitrator.

(82) Without limitation upon any right of discharge or discipline expressly provided for elsewhere in this agreement, the County shall have the right to discharge, suspend or otherwise discipline any employee only for just cause.

The County will notify the union in writing within forty-eight hours of the discharge, suspension, or written warnings to any employee covered by this agreement. All notices dealing with discipline shall state the type and amount of discipline imposed and all the reasons for the disciplinary action taken.

An employee may be disciplined for inefficiency, dishonesty, drunkenness, immoral conduct, abuse of absenteeism, insubordination and established rules of the Summit County Commissioners that have been approved by both parties.

The supervisor, if he finds the employee in violation of the aforementioned, shall first warn the employee verbally and the employee's steward shall be present.

If the condition continues to exist, the employee shall then be given a letter of warning of the violation and the chairman of the grievance committee shall receive a copy of same.

If the condition continues to exist, the employee shall be given three days off. This too shall be in writing and the chairman of the grievance committee shall receive a copy of same.

If the condition continues to exist, then the employee shall be given six days off. This too shall be in writing to the employee and the chairman of the grievance committee shall receive a copy of same.

If the employee continues the violation, he shall be dismissed.

In case of disciplinary suspension or discharge of an employee, the employee shall be granted, if he so requests, an interview with his steward before he is required to leave his or her department. If any discharge, suspension or other disciplinary action is not upheld during the grievance and arbitration procedures the employee involved shall be reinstated to his former job as of the date of such disciplinary action and paid for all time lost less the following:

Any unemployment compensation received by the employee which he is not obligated to repay as a result of his claim against the County being allowed.

Back pay will also be reduced by any and all earnings received on a disciplinary suspension.

In a few instances, disputes over discipline could be expedited by bypassing the early steps of the grievance procedure:

(83) The parties recognize the authority of the employer to suspend, demote, discharge or take other appropriate disciplinary action against employee for just cause. An employee who alleges that such action was not based on just cause, may appeal a demotion, suspension, discharge, or written reprimand taken by the employer beginning with the third step of the grievance procedure except that written reprimands shall begin with the first step of the grievance procedure.

Demotions

Clauses referring to demotion procedures were included in one-sixth of the agreements (table 16). Demotions usually were included in agreements as one possible disciplinary penalty. However, reasons for demotion might include such nondisciplinary matters as unsatisfactory performance and physical disability, which were mentioned with less frequency than discipline. Provisions generally required advance notice of the action, often in writing, and provided the affected employee with the right to appeal the demotion through the contract grievance machinery or through other legal remedy:

(84) Any employee covered by this agreement who is to be disciplined by reassignment, transfer, suspension, termination or lowering in ranks or compen-

sation shall be given three days notice in advance wherever possible by a written statement of the specific reason or reasons and any other material pertaining thereto for such actions. (A copy shall be provided to the union office also).

Said employee may pursue any available remedy as provided by law, order or regulation as a result of said action, and, if no adequate remedy is available to said employee, he may file a grievance as provided in this agreement.

(85) When a regular employee is reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability, the department shall make an order, in writing, stating specifically the cause of the reduction. Such order of reduction shall be served personally on the employee or sent by registered or certified mail to the employee at his last known mailing address.

The grievance procedure shall be used if a regular employee wishes to appeal the decision of his department to reduce him to a position in a lower class for reasons of unsatisfactory performance or physical disability.

Twenty-eight of the 318 agreements in the study contained a demotion procedure to be used during periods of employment cutbacks. These clauses granted employees the opportunity to voluntarily choose a job in a lower classification in lieu of layoff. An employee could move to a vacant, lower-rated position, or, more commonly, more senior employees could "bump" those with less seniority. As a means of minimizing layoffs for regular workers, some agreements provided for first terminating temporary and probationary workers:

(86) When the Board determines that layoffs are required because of lack of funds or other legitimate reasons, the following procedures shall be applied:

1. In the event that educational officers must be laid off, retention points based on months of service as an educational officer for the Board shall be used to determine displacements. Retention points shall be computed on the basis of one point for each full month of service. A fraction of a month of service shall be used to break "ties." Service rendered up to the day prior to the day on which layoff is to take place will be included in the computation. The following periods of leaves without pay are creditable for computing retention points:

a. Educational-professional improvement.
b. Employment at the State Legislature.
c. Loan to other government agencies.
d. Industrial injury.
e. United States military service.
f. Child care.
g. Union.
h. Illness.

2. Educational officers shall have rights to positions held by other bargaining units educational officers in the following order:

a. To positions occupied by temporary educational officers who are in the same class and at the same salary range.

b. To positions occupied by educational officers in their initial probationary period who are in the same class and at the same salary range.

c. To positions occupied by educational officers in their promotional probationary period who are in the same class and at the same salary range.

d. To positions occupied by regular educational officers with least retention points who are in the same class and at the same salary range.

e. To positions occupied by temporary educational officers who are in another class and at the same salary range.

f. To positions occupied by educational officers in their initial probationary period who are in another class and at the same salary range.

g. To positions ocupied by educational officers in their promotional probationary period who are in another class and at the same salary range.

h. To positions occupied by regular educational officers with least retention points who are in another class and at the same salary range.

i. To positions occupied by temporary educational officers who are in another class and at a lower salary range.

j. To positions occupied by educational officers in their initial probationary period who are in another class and at a lower salary range.

k. To positions occupied by educational officers in their promotional probationary period who are in another class and at lower salary range.

l. To positions occupied by regular educational officers with least retention points who are in another class and at a lower salary range. . . .

(35) In the event it becomes necessary to lay off employees for any reason, employees shall be laid off by class in inverse order of length of service within the class. When an employee is laid off, he may either transfer to any vacant position in the same or a lower paying classification within the class series, or he may "bump" the employee in a lower paying job classification within the same class series who has the least length of service within the class series . . . .

Reduction in force

Fifty-six percent of the agreements studied included a provision governing the layoff of employees (see table 17). This proportion is low compared to private industry, but understandably so since reduction in force in State and local government is often governed by civil service regulations. Nevertheless, layoffs have become a growing area of concern to employees, once considered to be in secure jobs for life, as fiscal problems of local governments have caused some severe cutbacks in services and employment.

Layoff provisions covered a wide variety of related actions including attempts to avoid or minimize layoffs, the actual layoff procedure, and the order of recall. Not all clauses covered all aspects, but some did, in varying detail. Before the actual layoff of

regular employees occurred, management might choose to reduce hours of all employees, or, as noted above, might decide first to lay off nonregular employees or to transfer employees to vacancies not affected by the reduction. Provisions might require advance notice to the union and employee and might outline the union's role in the procedure. The unit of layoff and the order of layoff might be set forth, applying either straight seniority or seniority in combination with skill and ability. Bumping rules could be stipulated and those union officials eligible for superseniority listed. Clauses could also cover the retention of seniority during layoff and the order of recall, which is not necessarily the same as the order of layoff. The following illustrations treat these layoff-related activities briefly or extensively:

(87) In layoffs, the last employee hired shall be the first to be laid off, and in re-hiring, the last employee laid off shall be the first employee to be re-hired. On re-hiring, the factors of skill, ability, and efficiency are to be considered and a joint committee of the employer and the union shall act as the judge on any exception to the seniority provision of layoff and re-hire. Employees who are laid off will retain their seniority for a period of one (1) year.

(88) If it becomes necessary for a layoff, the following procedure will be mandatory:

Probationary, seasonal and temporary employees will be laid off first. Seniority employees will be laid off according to seniority . . . Seniority shall prevail as long as the employee can perform the work available.

For the purposes of layoff and recall, the local officers (President, Vice President, Secretary-Treasurer, Chief Steward and Stewards) shall head the seniority list in order of the officers as stated above, and shall not be laid off as long as work is to be performed.

Employees to be laid off for an indefinite period of time will have at least seven calendar days' notice of layoff. The local union secretary shall receive a list from the employer of the employees being laid off on the same date notices are issued to the employees.

Recall shall be in inverse order of layoff.

(89) . . . For layoff purposes, an employee's seniority shall determine the order to be followed. In a department, the employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be reached. When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments.

Permanent competitive class employees shall have right to displace:

(1) Employees with lesser seniority in lower jobs in the direct line of promotion in the department, or if this is not possible,

(2) Employees with lesser seniority in lower jobs previously held on a permanent basis in the department.

(3) When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments.

Permanent non-competitive and labor class employees shall have the right to displace non-competitive and labor class employees with lesser seniority in lower jobs previously held on a permanent basis in the department. When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments . . . .

(90) Section 1. Application of layoff.

The union recognizes the right of management to lay off or to reduce the hours of employment. In accordance with the procedures set forth in this article, such procedures shall not apply to:

A. Temporary layoff of less than 20 consecutive calendar days and/or
B. Seasonal layoff of seasonal employees and/or
C. School year employees at institutions and schools, during recesses in the academic year and/or summer.

Section 2. General layoff procedures.

When a layoff occurs, the following general rules shall apply:

A. Layoff shall be by employing unit within the bargaining unit.
B. Layoff shall be by class and subtitle as set forth in job specifications.
C. Employees within the layoff unit within the same class and subtitle shall be laid off by seniority . . . with the least senior laid off first except that 10 percent of the employees within an employing unit within the same class and subtitle may be exempt from the procedure by management. Such 10 percent shall be not less than three persons.
D. Limited term employees in the same class and subtitle within the layoff unit (other than student employees), who are not in federally funded positions shall be laid off prior to laying off bargaining unit employees.

Section 3. Notice of layoff

A. Impending Layoff. In the event management becomes aware of an impending reduction in work force, they will notify the union as soon as practicable, but not less than 30 calendar days.
B. Actual Layoff. In the event of an actual layoff, management will notify the affected employee(s) in writing not less than two weeks in advance of the layoff date and will send a copy of such notice to the union.

Where notices are sent by first class mail, the time shall begin to run on the date of mailing of the notice.

Section 4. Reduction in hours.

In the event that management determines to reduce work hours, it may, at its option, reduce the weekly scheduled hours of all employees by class and subtitle within an employing unit to not less than 32 hours per week and such reduction shall not be considered a layoff. If management determines, at its option, to reduce the weekly hours of a part of the employees within the same class and subtitle within an employing unit, the layoff procedure will be followed in determining which employees shall work the reduced hours.

Section 5. Transfers and bumping.

Within five calendar days of notification of layoff, the employee shall elect to either transfer or bump in accordance with this section, as follows:

A. Transfers.

1. Within the department–The employee shall be afforded the opportunity to transfer laterally to vacant positions in the same class and subtitle in any employing unit within the department . . . .
2. Between departments– The employee who is to be laid off may file a request for transfer to any department in state service. Upon approval of that department, such employee may be appointed to any vacancy in the same class and subtitle or any similar class for which he might meet the necessary qualifications in the same or lower salary range as the position from which he was laid off.

B. Bumping.

Within any employing unit within the bargaining unit, any employee and any supervisor promoted out of the bargaining unit and serving the probationary period for the promotion from the bargaining unit, may elect to bump downward to a position for which they are capable of performing in a lower class and subtitle in the same series or to a position in a class and subtitle within the employing unit in which they had previously obtained permanent status in the classified service.

C. Order of bumping.

When an employee elects to bump, the bumping will be by seniority . . . .

An employee bumping into a lower class shall be given a position in the lower class and subtitle and the employee with the least seniority occupying a position in the lower class and subtitle will be laid off and shall have the right to exercise transfer and bumping rights as set forth in this section, except that 10 percent of the employees within an employing unit within this lower class and subtitle may be exempt from the procedure by management. Such 10 percent shall be not less than three persons.

D. Refusal to accept a position.

If a layoff occurs and an employee has been afforded all of the opportunities of A, B, and C and the employee refuses to accept such position within the time set forth above, he shall forfeit all rights to bump.

E. Salary.

Upon bumping, an employee shall retain his current rate of pay except that if such rate of pay is higher than the highest rate currently paid for the class and subtitle to which the employee bumps, his pay shall be reduced to that rate of pay.

Section 6. Recall.

When a vacancy occurs in an employing unit from which an employee was laid off, or is demoted in lieu of layoff, the employee shall be recalled according to the inverse order of layoff . . . unless the employee exercises his right to transfer. A laid off employee who fails to respond within 10 work days to the offer of re-employment or upon acceptance fails to be available for work within five work days, shall forfeit any further recall rights. If due to extenuating circumstances an employee is unable to report for duty within five work days or make other arrangements with the employer, the employee shall not forfeit the right to recall when other vacancies occur.

Section 7. Reinstatement.

A. Within the department - The employee who is laid off may file a request within the department for which he worked to fill a vacancy in an employing unit other than that from which he was laid off. Such employee will be appointed to any vacancy within any employing unit in the department in the same class and subtitle providing he is capable of performing the duties and providing no other employee has recall rights to such vacancy. In the event the employee is not selected to fill the vacancy, the employer shall notify the employee in writing of the reason(s) if the employee so requests. Such notices are for informational purposes only.

B. Other departments - The employee who is laid off may file a request for employment with any department in state service. Upon approval of that department, such employee may be appointed to any vacancy in the same class and subtitle or any similar class for which he might meet the necessary qualifications in the same or lower salary range as the position from which he was laid off.

Table 13. Promotion procedures in State and county collective bargaining agreements by occupational group, 1972-73

Occupational group	All agreements		Agreements with reference to promotions		With bidding system		Referring to factors in promotion							
							Total		Examination		Skill and ability[1]		Seniority	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	204	194,416	158	145,085	187	172,048	61	62,020	154	143,977	157	136,207
Blue-collar or manual	73	30,021	56	22,321	49	17,284	53	22,084	11	7,582	47	20,542	51	19,407
Professional or technical	67	68,974	28	24,079	19	19,585	22	19,508	8	5,752	18	17,231	12	12,699
Clerical	4	2,739	4	2,739	4	2,739	4	2,739	—	—	4	2,739	4	2,739
Police and fire	31	31,750	12	13,450	5	8,950	10	5,649	6	3,681	5	2,450	5	2,077
Blue-collar and clerical	10	5,830	6	5,300	6	5,300	5	4,476	1	1,300	5	4,476	5	4,476
Professional, technical, and clerical	6	21,032	3	3,317	3	3,317	3	3,317	1	226	3	3,317	3	3,317
Blue-collar and professional	14	10,051	12	9,692	12	9,692	12	9,692	2	2,974	11	9,218	9	2,095
Police, fire, and clerical	5	12,911	3	6,855	2	4,055	3	6,855	1	4,000	2	2,855	2	2,855
Multiple occupations not defined or not listed above[1]	108	157,139	80	106,663	58	74,163	75	97,728	31	36,505	59	81,149	66	86,542

[1]See footnote 1, table 4.

NOTE: Nonadditive. An agreement may contain more than one of the promotion provisions listed.

Table 14. Seniority as a factor in promotion in State and county collective bargaining agreements by occupational group, 1972-73

Occupational group	All agreements		Referring to seniority as a factor								Reference to seniority but no reference to role of seniority	
			Total		Sole factor		Primary factor		Secondary factor[1]			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	157	136,207	9	17,101	55	25,157	64	63,074	29	30,875
Blue-collar or manual	73	30,021	51	19,407	2	550	25	5,229	16	7,188	8	6,440
Professional or technical	67	68,974	12	12,699	—	—	1	4,250	7	6,717	4	1,732
Clerical	4	2,739	4	2,739	—	—	2	2,575	2	164	—	—
Police and fire	31	31,750	5	2,077	—	—	—	—	2	668	3	1,409
Blue-collar and clerical	10	5,830	5	4,476	—	—	2	660	2	2,516	1	1,300
Professional, technical, and clerical	6	21,032	3	3,317	—	—	1	226	2	3,091	—	—
Blue-collar and professional	14	10,051	9	2,095	1	151	4	481	4	1,463	—	—
Police, fire, and clerical	5	12,911	2	2,855	1	2,800	1	55	—	—	—	—
Multiple occupations not defined or not listed above[2]	108	157,139	66	86,542	5	13,600	19	11,681	29	41,267	13	19,994

[1]Includes 1 agreement, covering 2,466 employees, where seniority was a primary factor in lower labor grades and a secondary factor in higher grades.

[2]See footnote 1, table 4.

Table 15. Disciplinary procedures in State and county collective bargaining agreements by level of government, 1972-73

Procedure	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	349,446	106	151,257	212	189,190
Total with disciplinary procedures	153	177,451	66	87,571	87	89,880
Negotiated procedure	128	153,961	51	77,200	77	76,761
Agency procedure	6	2,488	3	830	3	1,658
Both	14	11,802	10	8,641	4	3,161
Other[1]	5	9,200	2	900	3	8,300
No reference to disciplinary procedures	165	162,996	40	63,686	125	99,310

[1]Disciplinary procedures were regulated in 1 agreement covering 550 workers by a State personnel board, and in 4 agreements covering 8,650 workers by a State law.

Table 16. Demotion procedures in State and county bargaining agreements by level of government, 1972-73

Procedure	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Total referring to demotion procedures	53	80,254	26	46,501	27	33,753
Disciplinary	25	27,494	10	12,847	15	14,647
Reduction-in-force	17	15,933	8	10,238	9	5,695
Both	11	36,827	8	23,416	3	13,411
No reference to demotion	265	260,193	80	104,756	185	155,437

Table 17. Reduction-in-force provisions in State and county collective bargaining agreements by level of government and occupational group, 1972-73

Item	All agreements		Reduction-in-force provisions					
			Reference to reduction in force		Union role in reduction in force		Recall rights	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	179	157,134	45	41,789	130	108,590
LEVEL OF GOVERNMENT								
State	106	151,257	68	76,957	14	12,027	45	59,847
County	212	189,190	111	80,177	31	29,762	85	48,743
OCCUPATIONAL GROUP								
Blue-collar or manual	73	30,021	54	19,692	18	4,475	48	15,308
Professional or technical	67	68,974	25	38,125	6	14,014	12	21,027
Clerical	4	2,739	3	2,625	1	2,500	3	2,625
Police and fire	31	31,750	6	1,019	—	—	6	1,019
Blue-collar and clerical	10	5,830	7	4,230	—	—	3	3,126
Professional, technical, and clerical	6	21,032	3	3,317	—	—	3	3,317
Blue-collar and professional	14	10,051	11	7,192	4	608	8	2,015
Police, fire and clerical	5	12,911	2	2,855	1	55	—	—
Multiple occupations, not defined or not listed above[1]	108	157,139	68	78,079	15	20,137	47	60,153

[1]See footnote 1, table 4.

NOTE: Nonadditive. An agreement may contain more than one of the provisions listed.

Chapter 4. Hours and Overtime

Scheduled weekly hours.

Three-fourths of the agreements studied specified the weekly working hours for State and county employees, almost always 40 hours (table 18). Shorter workweeks were found largely in Delaware, Pennsylvania, New York, and Massachusetts contracts, which most frequently established 37½-hour schedules. Longer workweeks were concentrated among blue-collar employees, working especially for State and county highway departments, and among agencies operating on a continuous service basis such as hospitals and police and fire departments.

A few agreements varied scheduled weekly hours by occupation or department. Others varied weekly hours in accordance with the length of daily shifts:

(91) The workweek, based on annual salary, for all county employees will be:
32.5 hours – Election Commissioners
37.5 hours – Hospital (line personnel); County Home
40.0 hours – Hospital (staff personnel): Highway (except clerical); Airport (except clerical); Sheriff
35.0 hours – All other departments; Highway and Airport Clerical
An employee automatically accepts the standard workweek of the department as a condition of employment.

(92) For the purpose of this agreement, employees will be classified as follows:
Regular Full Time Office and Mental Health Departments—Employees scheduled to work 35 hours per week, 7 hours per day for 5 consecutive days, Monday through Friday.
Regular Full Time Maintenance and County Employees—Employees scheduled to work 40 hours per week, 8 hours per day, 5 consecutive days.
Regular Full Time Highway—Employees scheduled to work
45 hours per week—May 1 through October 31
40 hours per week—November 1 through April 30
5 consecutive days, Monday through Friday each week.

(42) The workweek shall consist of five consecutive work days in a pre-established work schedule except for employees in 7-day operations . . . .
The work shift shall consist of 7½ or 8 work hours within a work day, and the number of hours in a shift on the date of this agreement shall not be altered by the employer at any institution, public health region or employee health services unit without the prior agreement of the association.

In a few instances, scheduled working hours varied according to the season. Among some government units, hours of work traditionally have been decreased during the summer months, but in recent years this practice has been less frequent as government employers have attempted to reduce costs:

(21) *Normal workweek.* For the purpose of determining application of an employee's regular compensation rate, the employee's normal workweek will be (a) in the hospital, 37½ hours in five workdays and (b) in the health service, 35 hours from September 1 to June 30, inclusive, in five workdays (Monday through Friday) and 30 hours from July 1 to August 31, inclusive, in five workdays (Monday through Friday). An employee will have two days off in each workweek.

In one agreement, involving a highway department, warm weather signaled an increase in the workweek —in this instance to allow the county's road building program to be carried out:

(93) The year shall be divided into two work seasons: (1) A construction season which shall start on the Monday nearest April 1 and end on the Friday nearest November 1, and (2) a non-construction season which shall be the balance of the year.
During the construction season, the regular schedule of hours for all employees except as provided in 7.03 of this section shall be nine hours per day, Monday through Friday, 45 hours per week. During the non-construction season, the regular schedule of hours for all employees, except as provided in 7.03 of this section shall be eight hours per day, Monday through Friday, 40 hours per week . . . .

In establishing the workweek in agreements, State and county employers were not guaranteeing that all designated hours would actually be worked nor were they limiting work just to negotiated hours. So that employees did not miscontrue scheduled workweek provisions in this manner, some contracts stipulated that the provision was neither a guarantee of employment nor a limitation on the number of hours that could be worked:

(94) The normal work day shall consist of eight and one-half hours and the normal workweek shall consist of 42½ hours, Monday through Friday, both inclusive; however, nothing contained herein shall be construed

to constitute a guarantee of eight and one-half hours of work or pay per day or 42½ hours of work or pay per week. However, it is understood and agreed that it is not the intention of the Commission to use this section to circumvent the payment of overtime.

(66) . . . The provisions of this article shall in no way be construed as a guarantee by the County of any amount of work in any period, or as a limitation on hours of work in any period.

Scheduled days per week

Virtually all agreements specifying the number of days in the workweek provided for 5 days (table 19); they did so by one of two approaches. They either stipulated that the 5-day workweek was Monday through Friday or stated that 5 days or 5 consecutive days constituted the workweek. Under the former type of clause, Saturdays and Sundays were clearly outside the normal schedule; under the latter, the normal workweek could include the weekend, a choice of contract language especially fitted for continuous service operations or for agencies whose activities might extend into the weekend:

(95) . . . Employees of the Courthouse shall work 40 hours per week, eight hours per day, Monday through Friday. The hours of work shall be from 8:00 a.m. to 5:00 p.m., with a one hour lunch break, without pay, and two fifteen minute breaks, with pay, approximately midway through each portion of the shift on each side of the lunch period. The time of the breaks shall be subject to the discretion of the department head. In the event the employer desires to keep the offices in the Courthouse open from 12:00 noon to 1:00 p.m., the employees shall rotate on a mutually agreeable basis in covering the above period . . . .

(96) The basic workweek shall be forty hours and the normal work day will be eight hours. The normal hours of work shall consist of eight hours per day and eighty hours in the pay period, and shall be so arranged that two days off shall be consecutive except in case of emergency or by mutual agreement between nurse and the hospital. If a nurse is required to work more than eighty hours in any two week pay period, or in excess of eight hours in any work day, or more than seven consecutive days; she will be paid at the rate of time and one-half her regular rate of pay for all excess time so worked. For the purposes of computing overtime, the twenty-four hour work day will begin at 6:45 a.m. . . .

(8) The regular work day shall consist of eight continuous hours, except time off for a normal meal period.

The workweek shall be forty hours, consisting of five days of eight hours each, with two consecutive days off in each seven days.

No agreement provided for the 4-day week for all employees, but a few permitted the 4-day week for part of the work force. For example, one agreement provided for 40 hours per week on an "annualized basis" and indicated in its overtime clause that some employees worked 4 days and others 5. Another provided for a trial of 4 days per week, but only upon mutual agreement. A third provided for a study of the elimination of the 4-day week, but also presented detailed rules to follow if it was not eliminated:

(97) Except as otherwise provided in this article, employees on a five-day schedule shall be paid at the rate of time and one-half for all hours worked in excess of eight in one day, exclusive of lunch period, or forty in one week and employees on a four-day schedule shall be paid at the rate of time and one-half for all hours worked in excess of ten in one day, exclusive of lunch period, or forty in one week . . . .

The working hours affected by this agreement shall be the equivalent of 40 hours per week on an annualized basis.

(98) . . . By mutual agreement between the parties a trial period, the length of which shall be agreed upon by the parties, of a four-day workweek may be undertaken, with hours worked per week to remain the same as indicated (earlier in this clause).

(99) Management agrees to make every reasonable effort to reduce the per capita cost (at Las Colinas) and if by August 1, 1975, a substantial reduction in cost has not occurred, CEA agrees to meet with management for the purpose of establishing an orderly elimination of the ten-hour day (at Las Colinas.)

Further, management agrees to provide CEA documented evidence of its efforts by August 1, 1975.

If it is determined by management that the four-day week, ten-hour day will continue (at Las Colinas) then the provisions listed below shall prevail, otherwise, they shall be null and void.

1. All classes of employees represented by the CEA shall be eligible for a four-day week schedule, subject to the conditions described by this article.
2. Involvement in the four-day week schedule shall be voluntary on the part of the individual.
3. An employee who wishes to exercise his option to change his schedule to the ten-hour day or back to an eight-hour day must give two weeks written notice to the Service Director or his designated representative, who may approve or deny the application for good cause or administrative necessity.
4. Insofar as possible the four-day week shall be scheduled to consist of four consecutive workdays and three consecutive days off.
5. New employees will normally be ineligible for this option during their first six months of County service. Upon completion of six months satisfactory service, an employee may elect to participate.
6. Employees who participate in the four-day week will suffer or incur no loss of wages, fringe benefits, or other employee benefits that they would be entitled to receive under the eight-hour day, five-day work schedule.
7. Sick leave and holidays are to be governed by the following administrative requirements:
   a. Sick leave and vacation will be charged for a 10-hour period used on scheduled work days by 10-hour day employees.

b. Holiday time will be credited on an eight-hour basis for all employees. Ten-hour day employees will receive eight hours holiday credit when holidays fall on their scheduled day off. An additional two hours of compensatory time or vacation will be used by 10-hour day employees when holidays fall on scheduled work days.

8. Statistics will be maintained within units so that the effectiveness of this modified service delivery system can be evaluated.
9. Individual and cottage schedules under this agreement are not intended to restrict management from dealing with emergency situations. When management must make a change in employee or cottage schedules due to an emergency, the changes necessary to meet the emergency will be made. An "emergency" will be defined as an unforeseen circumstance requiring the prompt implementation of proposed action. Further it is agreed that the conditions of this article will be subject to renegotiation at the request of either party during the term of this agreement if major reorganization of the (Las Colinas) program is put into effect, or if management determines there is any loss of effectiveness by 10-hour shifts. Management shall notify CEA of any proposed changes and provide an opportunity to confer at the earliest practicable time.

Very few contracts varied days per week; these usually did so by occupation or department. In the case of the protective services and their need to operate continuously, employees might be assigned lengthier daily shifts than normal, and, consequently, they would be scheduled with fewer days every other week in order to average out the weekly hours worked:

(100) All Probation Officers shall work forty hours per week. The shift and time shall be determined by the Director of Probation.

All Fire Control Operators shall work six days eight hours per day with forty-eight hours off at the end of each six day period.

All Sheriff's Department personnel, except clerical, shall work forty hours per week on shifts determined by the sheriff.

All employees within the Highway Department, except clerical, shall work forty-four hours per week. The work day shall be from 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. Monday through Thursday and from 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m. on Friday.

The hours of work for all other County employees shall be thirty-five hours per week; the work day shall be from 9:00 a.m. to 5:00 p.m. with one hour for lunch; except during the months of June, July and August when the hours shall be thirty hours per week with the work day being 9:00 a.m. to 4:00 p.m. with one hour for lunch. Those offices which are required to remain open during the noon hour will make intra-office arrangements to accomplish this requirement.

(101) The normal work schedule shall be four days on and two days off and then five days on and two days off, on a rotating schedule . . . .

Overtime

Over four-fifths of the State and county agreements studied provided overtime pay for employees (table 20). Of these, slightly under three quarters specified that overtime applied to daily or weekly hours, in most cases to both; the rest referred to overtime, but gave no details, most likely because overtime was controlled by governmentwide regulations.

To prevent employees from receiving double payments for working the same overtime hours, clauses could stipulate that there would be no "pyramiding." Similarly, to prevent management from juggling schedules to avoid overtime payments to the detriment of employees, clauses might set forth rules limiting such practices:

(102) Overtime shall be paid at the rate of time and one-half the employee's regular base rate of pay only for all duty hours performed in excess of eight in any continuous twenty-four hours period or for all duty hours in excess of forty hours in the duty week, less all time for which daily overtime has been earned.

(96) The basic workweek shall be forty hours and the normal work day will be eight hours. The normal hours of work shall consist of eight hours per day and eighty hours in the pay period, and shall be so arranged that two days off shall be consecutive except in case of emergency or by mutual agreement between nurse and the Hospital. If a nurse is required to work more than eighty hours in any two week pay period, or in excess of eight hours in any work day, or more than seven consecutive days; she will be paid at the rate of time and one-half her regular rate of pay for all excess time so worked. For the purposes of computing overtime, the twenty-four hour work day will begin at 6:45 a.m. Overtime payments shall not be duplicated for the same hours worked under the terms of this contract and to the extent that hours are compensated for at overtime rates under one provision they shall not be counted as hours worked in determining overtime under the same or any other provision. Overtime shall be paid only when recommended by the Director of Nurses and approved by the Administrator. For the purposes of overtime of this agreement, a holiday shall be computed as time worked.

(103) No member shall have his duty tour rescheduled for the purpose of avoiding the payment of overtime, unless he has been notified of such change one week in advance of the time when the rescheduled duty tour is to begin. However, in no case shall a member have his duty tour rescheduled for the purpose of avoiding the payment of overtime for an appearance in a local criminal court as defined in the New York State Criminal Procedure Law, Par. 10.10 (3).

Equal distribution of overtime. Provisions which stated that overtime was to be distributed equally among employees were found in one-half of the agreements containing overtime provisions (table 20). Clauses could be quite complex, including items such as the basis for

making overtime assignments and the methods of keeping overtime records.

Seniority could be a factor in assignment, or the allocation of overtime opportunities could go strictly to the employee who had worked the least amount of overtime. Job classification, work station, or department could serve as a basis on which assignments were made; however, employees outside the units where overtime opportunities existed could be called upon if there were no volunteers. For the purpose of assignment, overtime work refused by an employee was generally recorded as overtime worked. Records of overtime worked by each employee were to be kept by the employer and either posted or made available to the union and employees for inspection. Agreements, in some instances, provided for a regular review of records to see that overtime was, in fact, being distributed equitably. The review could also serve as a basis for carrying over excess overtime hours to the following year:

(5) When the employer determines that overtime is necessary, the employer will, whenever practicable, assign such overtime work in accordance with seniority among those employees assigned to the work station who normally perform the work involved on a rotating basis. A record of overtime opportunities shall be maintained and shall be available for review by employees or the union.

In the overtime distribution process, employees shall be permitted to decline overtime work; however, the employer shall have the right to require the least senior available employee to perform the overtime work, including requiring employees to remain at work after conclusion of their shift until relief is available.

(104) The University will rotate overtime opportunities among qualified employees in a department who normally perform the work that is being assigned for overtime. The University agrees to post and maintain overtime rosters, which shall be made available to the district steward upon request. Said rosters shall be posted in the departments and kitchens and will include a list of overtime hours worked and refused with overtime awarded to the employee within the department who on the roster has the fewest aggregate hours worked and refused. If an employee on a shift is offered overtime on another shift solely for the purpose of equalizing overtime, the "call-in pay" provision does not apply with respect to this article.

An employee who is offered but refuses overtime assignments shall be credited with the amount of overtime (not less than 2 hours) for purposes of this section.

If it is determined that an employee has not been given his overtime opportunity, it will be the sole obligation of the University to give preference to such employee in future overtime assignments to correct the imbalance of opportunity.

Normally, overtime assignments will be made in the department to qualified volunteers. If qualified volunteers are not available in the required numbers, then overtime assignments will be made to qualified employees following the "juniority" principle, i.e., to the least senior qualified employees.

(105) Overtime shall be distributed as equally as feasible among qualified employees customarily performing the kind of work required, and currently assigned to the work section in which the overtime is to be worked.

The employer shall maintain a record of all overtime worked, and upon reasonable request shall make the record available to any employee in the work section where the overtime was worked.

(106) A rotating seniority list, within classification, will be used by the employer to distribute overtime on an equitable and impartial basis. This list will be kept up to date at all times and shall be reviewed by the department head and union representative every three months. If the review shows that the overtime is not being distributed on an equitable and impartial basis the personnel in the classification affected will be reassigned so that the employees will be within forty hours of each other at the completion of a half year.

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

Whenever overtime is required, the person with the least number of overtime hours in that classification within their district will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that callout period (3 hour minimum).

Overtime hours will be computed from December 1 thru April 15 and from April 16 thru April 15 each year thereafter. Excess overtime hours will be carried over each year and is subject to review at the end of each period.

Employees that have changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day he was reclassified.

Equal distribution clauses could be waived when employees with specific skills or qualifications were required for a job. Other clauses allowed the employer to extend the shift of an employee already at work rather than call in another employee:

(108) . . . The parties agree that management may make specialized assignments as required when specific technical skills and/or qualifications are needed, and may require employees to work overtime to meet the needs of the facility. Employees who are called in to work overtime shall be given a reasonable time to report for duty with due consideration to the special circumstances of any such employee.

(14) Overtime within a unit of distribution shall be distributed as equitably as practicable among employees assigned to the same classification who are within the same unit of distribution and who are qualified to perform the overtime assignment before an employee from another classification or another unit of distribution is assigned the work on an overtime basis. In this connection the University need not call in an employee to work rather than extend the shift of an employee already at work nor assign or call in an employee to work who has provided the University with a written statement that he does not wish to work overtime. Such a statement will be effective until withdrawn in writing by the employee. Nothing herein, however, shall prohibit the University from assigning or calling in such an employee to work if sufficient other employees capable of doing the work are not available.

(109) . . . The Appointing Authority shall not be required to cut in on work in progress in order to maintain an equitable balance of overtime. A record of the overtime hours worked and declined by each employee shall be posted on the employee bulletin board monthly.

Right to refuse overtime. The employer's right to schedule hours of work has been modified through collective bargaining in both the private and public sectors. The length of the workday and the workweek have long been subjects of joint determination, as has the rate of overtime pay. In recent years, management's right to schedule overtime also has become a collective bargaining issue. Management is seeking the work force flexibility needed to guarantee that operations will not be hampered or interrupted, particularly in continuous government operations such as protective services, water services, and hospitals. Employees, on the other hand, may be seeking time off from work to rest, to be with family, or to pursue their own interests.

The issue of compulsory versus voluntary overtime has, in some cases, been resolved in negotiations. In the present study, 68 agreements referred to the right to refuse overtime (table 20). At one extreme was the rare provision in which overtime was voluntary and employees were protected from disciplinary action if they refused overtime work:

(110) There shall be no discrimination against any employee who refuses overtime.

But overwhelmingly, contract provisions reached a compromise between the needs of employer and employee. Employees could refuse overtime, but not in an emergency and not if it made it difficult for the unit to function effectively:

(111) No employee shall be censured for refusing to work overtime, except in emergency . . . .

(112) An employee may refuse overtime as long as his refusal does not work a hardship on the department concerned.

(105) In assigning overtime work, the employer agrees to consider any circumstances that might cause such an assignment to be an unusual burden upon the employee. When such circumstances do exist, the employee shall not be required to work unless his absence in the judgment of his supervisor would cause the employer to be unable to meet its responsibilities.

The employee could exchange overtime assignments with another employee or could refuse nonscheduled overtime, but if too many refused scheduled overtime, then employees might be required to work. For purposes of equal distribution of overtime, refusal would be charged to overtime worked:

(60) Overtime work required by the Commissioner is mandatory and cannot be refused. An employee assigned to such overtime will be allowed to swap or arrange for another employee to replace him on said overtime. If an employee cannot make said arrangements, he must work the overtime as assigned. Once a substitute accepts said overtime, he becomes responsible for working same.

(113) The hospital shall be the sole judge of the necessity for overtime.
- (a) Non-scheduled overtime must be worked when assigned.
- (b) Scheduled overtime will be offered to qualified employees in accordance with departmental (or departmental classification) seniority. Scheduled overtime may initially be refused, but if sufficient qualified employees do not voluntarily accept, the hospital shall assign the overtime work to qualified employees within the classification involved in the inverse order of seniority and employees must work such overtime when assigned.

(114) Rutgers will make every reasonable effort to provide for an equitable distribution of overtime work among employees in a work unit in each seniority unit, after taking into consideration the nature of the work to be performed during overtime hours and the qualifications and abilities of the employees in the seniority unit. Any refusal of overtime work shall be recorded as overtime worked by the employee . . . .

Overtime rates. Seventy-two percent of the 262 agreements with overtime provisions set forth the overtime rate of pay (table 21). Most specified rates for both daily and weekly overtime, generally specifying that it was time and one-half the regular rate of pay:

(115) Any time work is performed in excess of eight hours in any one day and forty hours in any one week, it shall be considered as overtime and shall be paid at the rate of 1½ times the regular rate of pay.

(35) One and one-half times an employee's regular hourly rate shall be paid for all hours worked in excess of 8 hours in any day or in excess of 40 hours in any work week or after the completion of a task route in the Solid Waste Division . . . .

In determining the number of hours worked in the week for overtime purposes, provisions permitted cer-

tain time off with pay to be counted as hours worked, including holidays, vacations, personal leave, sick leave, and compensatory time off:

(3) The following provisions apply to all areas of work in the bargaining units except those specifically covered by the original letters of agreement, the contents of which are contained in this agreement.

(A) Time and one-half the regular straight time rate will be paid for all time worked in excess of eight hours in an employee's work day.

(B) Time and one-half the regular straight time rate will be paid for all hours worked in excess of forty hours in an employee's workweek.

For the purpose of computing overtime pay for over forty hours in an employee's workweek, a holiday for which he receives holiday pay will be counted as a day worked.

(6) Time during which an employee is excused from work because of vacation, holidays, personal leave, sick leave at full pay, compensatory time off or other leave at full pay shall be considered as time worked for the purpose of computing overtime.

A few overtime rate clauses provided for straight-time pay only. In each case, except for one agreement covering professional employees, they also included an arrangement for compensatory time off.

Compensatory time. Thirty-two percent of the overtime provisions offered compensatory time in lieu of cash compensation. Compensatory time would seem to be an advantage to government administrators faced with budget constraints, since overtime work could be traded for time off. Some clauses, however, required money payments for certain activities, such as work during riots, emergencies, or civil disturbances, or they gave the employee a choice between compensatory time or cash payment. This option might be available only to certain groups of employees:

(116) The present practice of compensatory time off for overtime work shall be continued; provided, however, that one and one-half times the straight time hourly rate will be paid for all hours worked beyond the employee's regular schedule for work performed during riots, strikes, civil disturbances, major conflagrations or other duly authorized emergencies.

(117) If it shall be necessary for an employee to work more than the regular working hours, compensatory time off or cash payment shall be allowed. Employees shall choose compensatory time or cash payment in writing to department head by December 1 and May 31 of each year, as to the manner of payment for that six month period.

(118) Effective January 1, 1975, overtime shall be paid at the rate of time and one-half for all hours worked over 40 hours per week for all employees in bracket 11 and below.

Straight time pay or compensatory time off (at the option of the employee) shall be paid to all employees in pay groups 12 through 15, for all hours worked in excess of 40 hours per week.

Compensatory time off only shall accrue to employees in group 16 and above for hours worked in excess of his normal bi-weekly pay period . . . .

All time worked between 35 and 40 hours per week shall be compensatory time off only.

Half the provisions did not specify whether compensatory time would be provided at premium or straight-time rates. The remainder did distinguish in this manner, and were about evenly divided between the two (table 22).

In some instances, a limit was placed upon the amount of compensatory time that could be accumulated. If employees worked additional overtime, cash payments had to be made. If employees had not used their compensatory time by the end of the year, they had to accept money for unused hours. In some instances, compensatory time could be carried over into the next year:

(20) An employee may accumulate 64 hours at straight time or 96 hours at overtime rate of compensatory time during any calendar year after which accumulation the County must give and the employee must accept cash payment.

(119) In lieu of cash payment for overtime work, regular full-time employees may elect to take compensatory time off at the rate of one and one-half for each one hour of overtime worked.

Regular full-time employees may accumulate not more than twenty-four overtime hours to be taken off at the rate of one and one-half hours off for each accumulated overtime hour.

All compensatory time accumulated but not used in a calendar year will be paid in cash in the last pay period of the year.

Compensatory time may be used at the employee's discretion with the approval of the department head.

(11) It is agreed that employees who accrue compensatory time shall be entitled to take that time off, and that accrued compensatory time shall be taken as soon as possible after it is earned.

. . . Compensatory time credits accrued by employees during the accrual year shall be liquidated no later than midnight, March 31, of each year, except that employees shall be entitled to carry over up to 24 hours of accrued compensatory time into the new accrued year.

The employer, as a rule, had to allow employees to take their compensatory time when they wanted to use it. However, the choice of time off was not to interfere with normal operations. If it did, the government administrator could deny employees the time they had chosen. But this power was not to be abused. Consequently, some contracts made denial a grievable issue or required the employer to give an explanation for the action:

(120) With the prior approval of departmental management, accumulated compensatory time off may be taken by an employee. Management will not un-

reasonably withhold approval for such compensatory time off . . .

(121) Compensatory time – equal time off. This is taken at employee's convenience, consistent with the efficient operation of his (her) agency. Such time off requires prior approval by supervisor. Denial of compensatory time must be explained.

Table 18. Scheduled hours in the workweek in State and county collective bargaining agreements by occupational group, 1972-73

Occupational group	All agreements		Referring to workweek												No reference to workweek	
			Total		Less than 40 hours[1]		40 hours		More than 40 hours[2]		Varies[3]		Reference to workweek; no reference to weekly hours			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	275	300,244	26	27,125	177	203,214	14	7,880	20	10,463	38	51,562	43	40,203
Blue-collar or manual	73	30,021	69	29,556	—	—	52	25,935	9	1,424	4	609	4	1,588	4	465
Professional or technical	67	68,974	52	52,500	4	3,000	34	34,307	—	—	3	2,961	11	12,232	15	16,474
Clerical	4	2,739	4	2,739	2	2,550	1	75	—	—	—	—	1	114	—	—
Police and fire	31	31,750	22	26,472	1	130	14	23,721	3	289	1	50	3	2,282	9	5,278
Blue-collar and clerical	10	5,830	10	5,830	2	1,460	5	4,020	—	—	3	350	—	—	—	—
Professional, technical, and clerical	6	21,032	6	21,032	1	158	5	20,874	—	—	—	—	—	—	—	—
Blue-collar and professional	14	10,051	14	10,051	—	—	11	8,518	—	—	—	—	3	1,533	—	—
Police, fire, and clerical	5	12,911	2	2,855	—	—	1	2,800	1	55	—	—	—	—	3	10,056
Multiple occupations not defined or not listed above[4]	108	157,139	96	149,209	16	19,827	54	82,964	1	6,112	9	6,493	16	33,813	12	7,930

[1]Includes 1 agreement which provided for a 38-hour workweek, 17 agreements which provided for a 37½-hour workweek, and 8 agreements which provided for a 35-hour workweek.

[2]Includes 1 agreement which provided for a 41¼-hour workweek, 1 a 42-hour workweek, 3 a 42½-hour workweek, 1 a 43-hour workweek, 1 a 44-hour workweek, 5 a 45-hour workweek, 1 a 48-hour workweek, and 1 firefighter agreement which provided for a 56-hour workweek.

[3]Includes 10 agreements in which the workweek varied by occupation or department, 5 by shift, 3 by the time of the year, and 2 by occupation and time of the year.

[4]See footnote 1, table 4.

Table 19. Scheduled days in the workweek in State and county collective bargaining agreements by level of government, 1972-73

Provision	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Total referring to scheduled days in the workweek	272	298,939	95	122,849	177	176,090
5 days	198	206,466	71	88,758	127	117,708
Days vary[1]	5	7,902	—	—	5	7,902
Protective service scheduling[2]	3	271	—	—	3	271
Reference to days in workweek; no reference to number of days	66	84,300	24	34,091	42	50,209
No reference to scheduled days in workweek	46	41,508	11	28,408	35	13,100

[1]Includes 4 agreements in which the days of the workweek varied by occupation or department, and 1 agreement in which the days varied with the work schedule.

[2] *Protective service scheduling* refers to the complex arrangements necessary to maintain continuous operations by police and fire departments. Lengthier than normal daily shifts of 10, 14, or 24 hours often resulted in weekly schedules of 4 days in one week and 5 days in the next.

Table 20. Overtime provisions in State and county collective bargaining agreements by occupational group, 1972-73

Occupational group	All agreements		Overtime provisions										Right to refuse overtime		Equal distribution of overtime	
			Total		Daily overtime		Weekly overtime		Daily and weekly overtime		Reference to overtime; no details given					
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	262	284,726	14	22,336	38	45,360	137	130,166	73	86,864	68	77,422	130	147,561
Blue-collar or manual	73	30,021	66	29,305	1	77	9	7,059	46	14,519	10	7,650	22	9,681	44	22,482
Professional or technical	67	68,974	45	43,949	1	68	8	9,976	17	16,498	19	17,407	6	5,792	10	11,878
Clerical	4	2,739	4	2,739	—	—	—	—	3	2,625	1	114	—	—	2	125
Police and fire	31	31,750	22	25,647	2	745	2	3,320	10	8,472	8	13,110	3	8,782	7	9,143
Blue-collar and clerical	10	5,830	10	5,830	2	650	—	—	5	3,750	3	1,430	2	3,766	4	4,416
Professional, technical, and clerical	6	21,032	6	21,032	—	—	—	—	2	317	4	20,715	—	—	1	91
Blue-collar and professional	14	10,051	13	9,751	1	263	1	4,623	8	3,332	3	1,533	5	4,153	7	4,474
Police, fire, and clerical	5	12,911	3	6,855	—	—	1	55	1	2,800	1	4,000	1	4,000	—	—
Multiple occupations not defined or or not listed above[1]	108	157,139	93	139,618	7	20,533	17	20,327	45	77,853	24	20,905	29	41,248	55	94,952

[1]See footnote 1, table 4.

NOTE: Nonadditive. An agreement may contain more than one of the provisions listed.

Table 21. Overtime rates in State and county collective bargaining agreements by daily and weekly overtime, 1972-73

Overtime rate	Referring to overtime rates					
	Total		Daily overtime		Weekly overtime	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	189	197,862	151	152,502	175	175,526
Premium rate[1]	175	184,556	141	143,812	163	162,620
Straight-time rate	8	8,956	4	4,340	7	8,806
Reference to overtime rate; no details given	6	4,350	6	4,350	5	4,100

[1]Includes 1 agreement covering 13,000 workers which provided premium pay for daily overtime for employees whose salary level was below a given amount.

NOTE: Nonadditive. An agreement may contain more than one of the provisions listed.

Table 22. Compensatory time in State and county collective bargaining agreements by occupational group, 1972-73

Occupational group	All agreements		Referring to compensatory time							
			Total		Straight time		Premium time		Reference to compensatory time; no details given	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	83	144,742	19	28,497	22	58,085	42	58,160
Blue-collar or manual	73	30,021	14	12,824	2	2,398	3	1,700	9	8,726
Professional or technical	67	68,974	19	20,474	4	2,918	—	—	15	17,556
Clerical	4	2,739	—	—	—	—	—	—	—	—
Police and fire	31	31,750	12	12,657	1	130	6	6,538	5	5,989
Blue-collar and clerical	10	5,830	2	2,546	2	2,546	—	—	—	—
Professional, technical, and clerical	6	21,032	3	20,557	1	3,000	—	—	2	17,557
Blue-collar and professional	14	10,051	—	—	—	—	—	—	—	—
Police, fire, and clerical	5	12,911	—	—	—	—	—	—	—	—
Multiple occupations not defined or not listed above[1]	108	157,139	33	75,684	9	17,505	13	49,847	11	8,332

[1]See footnote 1, table 4.

Chapter 5. Wage-Related Provisions

This chapter describes selected wage and allowance provisions in State and county collective bargaining agreements. Economic provisions such as these are important to government employees because they affect take-home pay, and are no less important to government employers who must weigh the cost of personnel against available sources of revenue in those State and county operations which are significantly labor intensive.

None of the provisions discussed here were found in as many as half of the contracts. To some degree, their relative lack of frequency stems from the power of executive and legislative branches of government over financial and budgetary matters. In some cases, provisions may exist in personnel manuals or other documents outside the collective bargaining agreement. But some of these matters, as noted below, are becoming subjects for joint labor-management determination.

Wage surveys

With the coming of collective bargaining, employee organizations have gained a voice in the wage survey process by which some State and local governments determine the level of wages for their employees. Forty-five of the agreements studied contained provisions referring to wage surveys, all but six of which were negotiated by Los Angeles County with a variety of employee organizations (table 23). In other studies of government agreements, clauses have been found which provide elaborate rules for the conduct of wage surveys.[4] However, clauses in the present study uniformly limited the role of the union to a review of results, in effect certifying that the wages developed are in fact those prevailing in the area:

(122) The parties, having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salary levels set forth hereinabove comply with the requirements of Section 47 of the Charter of the County of Los Angeles, and will in each instance provide a salary or wage at least equal to the prevailing salary or wage for the same quality of service rendered in private industry under similar employment where such prevailing salary or wage can be ascertained.

[4]See, for instance, *Collective Bargaining Agreements for Police and Firefighters,* Bulletin 1885 (Bureau of Labor Statistics, 1976).

(123) Prior to the formation of suggestions and policy on salary survey results, the employer shall discuss them with WSEA for the purpose of making a joint statement to the Department of Personnel, if and when agreement is reached.

Longevity pay

Over one-quarter of the agreements studied provided an extra payment to employees in recognition of their length of service (table 23). The payment could be a monthly addition to salary, or a semiannual or annual payment. The amount was usually graduated by years of service and could be calculated either as a dollar amount per year of service or as a percent of annual earnings:

(10) Longevity Plan
Effective 1/1/75
$5.00 per month after 5 years of continuous service.
$10.00 per month after 10 years of continuous service.
$15.00 per month after 15 years of continuous service.
$20.00 per month after 20 years of continuous service.

(32) Longevity. One hundred dollars for each 5 years of service to be paid semi-annually, qualifying dates shall be June 1 and December of each year.

(124) All employees covered by this agreement shall receive during the month of December a longevity payment in accordance with the following schedule. The percentages set forth herein shall be applied to the employee's total wages earned between December 1st and November 30th of each year.
After 2 years – 1 percent
After 5 years – 2 percent
After 10 years – 3 percent

Some longevity payment provisions stipulated that the bonus would not be used in computing other payments, such as overtime, holiday, sick leave, or vacation pay. A prorated payment might be made if the employee retired or died before the normal payment period. Calculations usually used an employee's continuous service, which might be broken by quit, discharge, or layoff. On the other hand, college staff hired for 10 months did not break service if they returned for the next academic year:

(125) The following longevity pay plan shall be effective for the term of the contract:
$75 after 2 full calendar years of service
$150 after 4 full calendar years of service
$225 after 6 full calendar years of service

$275 after 8 full calendar years of service
$325 after 11 full calendar years of service
$375 after 14 full calendar years of service
$425 after 18 full calendar years of service
$475 after 22 full calendar years of service
$525 after 26 full calendar years of service
$575 after 30 full calendar years of service

Longevity pay shall be considered a wage bonus and shall not be part of the basic hourly wage rate for purposes of computing overtime, holiday pay, sick leave pay, or vacation pay.

The longevity bonus to . . . County employees entitled thereto, shall be paid annually with the pay period ending November 30th. In the event of retirement due to age or physical disability, or death, of any employee qualifying for longevity bonus in the year of such retirement due to age or physical disability, or death, the amount of the total longevity bonus to which such employee would be entitled at the end of the calendar year shall be prorated from January 1st of the year of retirement due to age or physical disability, or death, to the date of the happening of such event. Employees who quit or are discharged for cause shall not be entitled to receipt of longevity pay.

(126) All full time employees hired prior to January 1, 1974, will be paid longevity service adjustments as follows:

Upon completion of 10 years continuous service, $300 to be added to his annual salary.

Upon completion of 20 years continuous service, another $300 to be added to his annual salary.

Upon completion of 30 years of continuous service, another $300 to be added to his annual salary.

All full time employees hired subsequent to January 1, 1974 will be paid longevity payments as follows:

Upon completion of 10 years continuous service, an employee will receive a $500 cash payment.

Upon completion of 20 years continuous service, an employee will receive a $750 cash payment.

Upon completion of 30 years continuous service, an employee will receive a $1,000 cash payment.

An unauthorized absence of one year or less or authorized absence without pay shall not result in an interruption of said years of continuous service but shall in no event be used in computation of the said years of continuous service as set forth above.

The longevity increments provided for in this article shall be in addition to negotiated salary increases due the employee pursuant to the then existing salary schedule or any increase due said employee as a result of a promotion. Such increase shall become payable commencing with the first full pay period following the completion of the years of service required.

(127) All employees covered by this agreement who are on the employer's active payroll as of July 1 of any year shall be entitled to receive longevity pay for length of continuous service with the employer according to the following rules and schedule of payment.

Longevity pay shall be based on an employee's continuous service with the employer as herein defined. Longevity pay shall be computed as a percentage of an employee's annual wage for the preceding calendar year as stated in the employee's W-2 form.

For purposes of this section, continuous service means service calculated from the employee's last hiring date in accordance with the following provision:

a) Continuous service shall be broken by
   1) Quit
   2) Discharge
   3) Termination due to a reduction of employees or other reason
b) Ten month employees shall not suffer a break in continuous service by reason of their employment only during the employer's academic year provided they return to work upon commencement of the immediately following academic year . . . .

Longevity pay shall be based on the following schedules:

Continuous Service	*Annual Longevity Pay*
6 or more and less than 10 years	2% of annual wage
10 or more and less than 14 years	3% of annual wage
14 or more and less than 18 years	4% of annual wage
18 or more and less than 22 years	5% of annual wage
22 or more and less than 26 years	6% of annual wage
26 or more years	8% of annual wage

Work clothing and uniform allowances

Two-fifths of the agreements contained clauses which required the employer to provide or maintain uniforms or other clothing worn on the job (table 23). Although provisions were found in all but one government activity, most were in contracts in law enforcement, education, health and medical units, and public works. Together, these four categories accounted for over one-half of the contracts with uniform or clothing allowances. Blue-collar contracts contained more of these allowances than agreements covering any other occupational group. Uniforms were frequently provided for police officers, firefighters, and workers in health and medical facilities; work clothing, for employees of public works departments and blue-collar employees in educational institutions.

A number of contracts provided annual monetary allowances so that employees could purchase their own uniforms or work clothing. If uniforms changed, some agreements guaranteed special payments to cover costs of the change. Other contracts stipulated that the government would issue clothing annually:

(76) The employer agrees to provide a uniform allowance of two hundred dollars per year per employee to be paid directly to employees in two semiannual installments. In the event there is a general change in the uniform, or any part thereof, the County shall pay the reasonable cost of all such changes.

(128) The parties agree to jointly recommend to the Board of Supervisors an amendment to the County Ad-

ministration Code to provide for the issuance of two shirts and two trousers, as prescribed by management, to each person employed as a Fireman and Fireman Specialist. Such issuance to take place once each fiscal year for the term of this memorandum of understanding.

In some instances, uniforms or work clothing were provided, maintained, and replaced by the employer:

(129) If uniforms are required by the employer, it is agreed that the expense of furnishings, laundering, cleaning, maintaining and replacing of such uniforms be at the expense of the employer.

Contracts covering law enforcement employees might provide compensation for "plain clothesmen" whose personal apparel underwent extra wear or was damaged when worn on duty. Workers in health and medical occupations, especially in State mental hospitals, could receive replacement clothing for those damaged by patients or could be guaranteed replacement funds. Occasionally agreements listed procedures to be followed in processing a claim:

(130) Any employee assigned to perform duty in plain clothes by order of the Commissioner of Police for a continuous period of not less than three months, shall receive additional compensation in lieu of clothes pro-rated bi-weekly on the basis of three hundred fifty dollars per calendar year.

(25) Management will replace clothing or prosthetic appliances (eyeglasses, dentures, etc.) if they are torn or damaged by a patient.

(131) The employer shall reimburse employees for uniforms, clothing, or other personal property which is destroyed by patients as provided in Chapter 30, Section 9c . . . .

Outlined below is the procedure to be followed in processing claims of personnel for repair or replacement of damaged clothes or property.

1. Notarized statement must be obtained from employee detailing the incident during which damage occurred, and an estimate of the cost.
2. Notarized statement must be obtained from witnesses, if any, to the incident.
3. Claim must be reviewed by qualified personnel . . . who will recommend, in writing, to the superintendent acceptance or disallowance of claims. If claim is for replacement, the age and condition of the item at the time it was damage must be considered. . . . If the claim is disallowed, reasons must be given . . . . The superintendent will notify the employee and also advise him why the claim was not allowed . . . .
4. Employee must submit a receipt or paid bill for the repair or replacement, if . . . made by outside agencies . . . .

Safety equipment

Twenty-two percent of the agreements in the study provided employees with safety equipment (table 23). Health and medical workers and education, public works, and law enforcement personnel were those most frequently supplied with safety equipment. Among these clauses were general policy statements which stipulated that all necessary safety equipment would be furnished employees, sometimes citing a few specific examples such as safety glasses or shoes. On occasion, clauses also obligated the State or county to care for and maintain the equipment. In most instances, the government retained ownership, except where the safety equipment was custom fitted, such as safety glasses and shoes:

(132) If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing, or protective device shall be furnished without cost to the employee by the County; the cost of maintaining the protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the County.

Employees required by the County to wear safety glass prescription lenses as established by the Department Safety Committee and the Department Director due to recognized eye hazards normal to their work, will have such glasses furnished by the County to a prescription furnished by the employee.

(133) If any employee is required by the Department to wear or use any protective clothing or device, such clothing or device shall be furnished and maintained without cost to the employee by the Department. This is intended to include outer clothing, gloves, prescription and regular safety glasses, safety shoes, and hard hats. Ownership of these devices remains with the Department and should an employee leave, all items are to be returned in serviceable condition with the exception of prescription safety glasses and individually fitted safety shoes.

Clauses could list equipment that would be provided, specify those workers who would use it, and detail when the equipment would be used. Inclement weather for many public workers and police emergencies were cited as conditions requiring the use of special safety equipment. Clauses also provided for such items as respiratory masks if essential to the safety of certain employees:

(53) The employer shall provide hard hats to all employees and shall also provide rain gear, when emergency conditions necessitate, to properly protect the employees from inclement weather. It shall be the responsibility of the employee to have such protective gear and devices with him at the job site.

(60) . . . Before an employee covered by this agreement is required to participate in a relief capacity for a member of the tactical force, he shall be issued the necessary protective equipment.

(55) The employer will furnish special work clothing or safety equipment as follows . . .

Pants and Shirt. During oiling season for men on oil trucks and men handling tar paper

Hard hats – maintenance and construction crews
Respiratory masks – Men in paint shop, on oil trucks
Safety glasses – as required
Safety vests – flagmen
Reflectory gloves for helpers on snow plows

Employees could face disciplinary action, even dismissal, for failure to make use of the safety equipment provided:

(134) Employees who work at jobs or in areas deemed by the County Office of Insurance and Safety to be dangerous, shall be required to wear safety devices and/or equipment designated by that office as necessary for their protection. Such devices and equipment will be provided by the County. Refusal or failure of an employee to use or wear such devices or equipment shall be grounds for appropriate disciplinary action, up to and including dismissal.

Automobile allowances

Allowances for authorized use of an employee's automobile for official business were granted in more than one-fifth of the agreements, covering nearly one-third of the workers in the study (table 23). Among workers to whom car allowances applied were parole officers and social workers who visit homes, teachers and educational administrators who must split their day among several schools, road department supervisors who must visit various job sites, and police officers who use their own cars on duty.

Allowances are designed to defray the costs of vehicle operation including gasoline, depreciation and, in some instances, insurance. By far the greatest number of these clauses provided for a specific payment per mile traveled. In some clauses, travel in excess of a specified number of miles was paid for at a lower rate per mile, since, as a rule, cost decreases as mileage increases. Advance approval of travel was a common requirement for reimbursement:

(119) All employees required to use their own automobile in County business and approved by the department head shall be reimbursed at 15 cents per mile for the first 200 miles per month, and 10 cents per mile thereafter.

(85) Subject to vehicle rules and regulations established by the board, an employee who is authorized to use a private automobile in the performance of his duties shall be paid for the mileage driven during each monthly period on the following basis:
1. Seventeen cents per mile for the first 150 miles.
2. Fifteen cents per mile for each additional mile above 150 miles.

Some contracts guaranteed a minimum payment where use of a private vehicle was authorized. Employees could also be reimbursed for extra expenses such as parking fees or toll charges:

(110) Effective January 1, 1973 the mileage allowance will be $.12 a mile or a minimum of $1 per day whichever is greater if authorized. Toll charges also will be reimbursed if supported by appropriate receipts.

A few contracts permitted employees to choose between a cents-per-mile allowance or a flat daily, weekly, or monthly payment. A survey of local gasoline prices could be required as part of the procedure for determining reimbursement rates:

(135) Employees who, by virtue of the nature of their jobs, are required to drive their own automobiles in connection with the performance of their work, shall be entitled to reimbursement therefore in the amount of 10 cents per mile necessarily driven for such purpose, provided they fill out a daily report on forms provided by the employer. In lieu thereof, such employees may elect to be reimbursed on the basis of twenty-five dollars per month (without a daily mileage report) for such usage. In either event, reimbursement will be made quarterly.

(99) Any person in the service of the County who is required to travel on business for the County and who has been duly authorized to use and uses a privately owned automobile or truck shall be allowed and paid as traveling expense in lieu of the cost of carrier service, for each mile so traveled or for each hour of use going and coming, reimbursement at the following rate:

Privately owned automobile or truck:

Claimant may at his option select either of the following rates as stated on his claim for reimbursement:

Option A

To and including 750 miles in any month	16¢
In excess of 750 miles in any month	10¢

Option B

Each day or part thereof an automobile or truck is used $1.90 a day plus 5.2¢ a mile

Payment under Option B shall be claimed for each calendar month during which any travel under this option is performed and no payment under Option B shall exceed 35¢ per mile per calendar month.

Option C

$2.50 per day for each day the motor vehicle is available for use and such person is on duty and, in addition and if approved by the Chief Administrative Officer, for each day the motor vehicle is available and such person is required to be available for immediate recall to duty.

The County will survey the gasoline prices paid in local retail service stations on June 1, 1974 to establish average gasoline prices. If during fiscal year 1974-75, by use of the same sample, the average cost of gasoline per gallon increases 15¢ or more, the county agrees to meet and confer on automobile mileage reimbursement rates at that time.

Recognizing that work-related use of an employee's

car can increase insurance costs, one clause stated that authorization to pay the resulting difference in insurance rates would be sought:

(84) State owned vehicles will be placed under the control for assignment by the Regional Administrator. He shall endeavor to assign such vehicles so as to reduce the number of instances in which employees customarily must transport clients in privately owned automobiles in the course of their duties. Where employees must still transport clients in private vehicles, the department shall seek the authorizations to reimburse the employees for the difference in the insurance rates.

Shift differentials

Two-fifths of the agreements in this study provided for an extra payment to employees to compensate them for working the inconvenient hours of an evening or night shift (table 23). Unlike private industry, where time differentials or time plus money differentials are often found, all contracts in this study provided for money differentials. Payments were either a specific amount of money per hour or week or a specified percentage added to the employees' regular rate of pay. (Percentage payments maintain relative differences in the wages of different categories of employees.) In one instance, a provision for a percentage differential included a guarantee of a minimum cents-per-hour payment:

(114) A shift premium of 13 cents per hour shall be paid to any employee who is regularly scheduled to start work on or after 10:00 p.m. and before 4:00 a.m.

(136) An institutional shift differential premium of ten percent of the employee's regular compensation rate as defined herein shall be paid for all regularly scheduled full shifts worked between the hours of 3:00 p.m. and 7:00 a.m.

(85) An employee, except physicians and dentists, medical and dental interns, resident physicians and surgeons, dental residents and employees paid on a 24 hour basis, who works an assigned night shift shall, in addition to his regular salary, be paid a night shift differential for each hour actually worked on the assigned night shift.

For purposes of this section, night shift shall mean an assigned work shift of seven consecutive hours or more which includes at least 4 hours of work between the hours of 4:00 p.m. and 8:00 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.

The rate of night shift differential shall be 5% of the employee's basic hourly rate with a minimum of 14 cents per hour.

Where there is more than one shift, clauses often provided a higher differential for the third than for the second shift:

(137) Employees who work on the second or third shift shall receive, in addition to their base rate of pay, 10¢ per hour and 20¢ per hour respectively, additional compensation. Such differential is to be added to the total wages and does not increase the base rate of pay and will be paid for all hours worked on a shift. A person shall be deemed to be working on the shift in which the majority of his hours worked fall on that day.

(138) Shift differential relative to health related facility and infirmary employees and laboratory employees:

Those employees working an afternoon shift (3:00 p.m. to 11:00 p.m.) will be paid an additional 3½% of their base rate. Those employees working a night shift (11:00 p.m. to 7:00 a.m.) will receive an additional 7% of their base rates.

(139) County employees working other than the scheduled daytime hours shall receive a shift differential as follows:

1. afternoon shift, 4:00 p.m. to 12:00 midnight, or 3:00 p.m. to 11:00 p.m., whichever is applicable, 5% additional to hourly rate.
2. night shift, 12:00 midnight to 8:00 a.m., or from 11:00 p.m. to 7:00 a.m., whichever is applicable, 10% additional to hourly rate.

In a few instances, the differential varied by occupation:

(140) . . . any employee employed in the unit, who is assigned to a regularly established evening or night shift as defined in Section 91 of said Salary Ordinance shall receive a per hour bonus for each hour worked during such shift as listed below:

a. For the following classes, a 30 cents per hour bonus . . .
b. All other classes in this unit, a 25 cents per hour bonus.

Agreements providing differentials were not found in all government activities, since shift premiums are, of course, limited to multishift activities such as those carried out by hospitals, utilities, and police and fire departments. Firefighters typically rotate from one shift to another and the equivalent of a differential may appear in their regular salary—hence the absence of shift premiums in their contracts.

Wage adjustments

Provisions permitting adjustments in wages during the life of a contract could take the form of deferred increases, escalator clauses, or contract reopeners (table 24). Wage-adjustment provisions are found in longer term contracts, making them feasible in that employees are partially protected from changes in economic conditions. In turn, long-term contracts insure longer periods of labor peace and allow the parties to plan activities and prepare budgets with some degree of certainty. Provisions on deferred wage increases were found in 37 percent of the agreements, escalator clauses in 12 percent, and contract reopeners in 41 percent.

Deferred wage increases. Deferred wage increases provide one automatic wage adjustment or more during the term of the agreement, usually effective on the contract's anniversary dates. A deferred increase can be a flat-sum (cents-per-hour) addition to wages or a percentage adjustment. The clause may specify that the increase will be applied uniformly to all wage rates or that it will be on a graduated scale, with the amount of the increase varying according to the employee's wage rate, job classification, or other consideration.

Deferred wage increases in State and county contracts were most often made on a percentage basis; this arrangement maintained existing relative pay differentials between workers in various occupations and categories. Most provisions granted a uniform percentage increase to all employees. However, the amount of the increase was graduated in a few provisions:

(141) Effective December 1, 1973, a 4.5% general increase shall be applied to each step within the salary range for the represented classes.

Effective December 1, 1974, a 4.5% general increase shall be applied to each step within the salary range for the represented classes.

Effective December 1, 1975, a 2.5% general increase shall be applied to each step within the salary range for the represented classes.

(142) Effective January 4, 1975, all salaries from the minimum through the fifth step in the steps of the 1973-74 wage schedule shall be increased 6½ percent.

Effective January 1, 1976, all salaries from the minimum through the fifth step in the steps of the 1975 wage schedule shall be increased 6 percent.

All employees in the wage schedule who are above step 5, and all employees not in the step system, shall receive an 8 percent increase in yearly salary effective January 4, 1975. Said employees shall receive an additional 7 percent increase in yearly salary effective January 1, 1976.

Among deferred wage provisions were those which established a cents-per-hour floor for percentage increases. The floor assured lower paid employees a minimum increase:

(23) *Effective July 1, 1975*

The following rates reflect a general increase of 4½ percent or $450.00, whichever is greater . . . .

Effective July 1, 1976

The following rates reflect a general increase of 4½ percent or $450.00, whichever is greater . . . .

Still other agreements provided for a flat cents-per-hour increase, which tended to narrow relative pay differentials:

(143) Effective July 1, 1974, 15¢ per hour increase will be added to the above rates, which includes all employees other than office and supervisory.

Effective July 1, 1975, 15¢ per hour increase will be added to the rate of all employees other than office and supervisory.

(144) *Effective Dates of Below Rates:*

Job Classifications:	*1/1/74*	*1/4/75*	*6/21/75*
Mechanic	$4.51	$4.71	$4.76
Survey Crew	4.51	4.71	4.76
Alternate Operator	4.47	4.67	4.72
Crane Operator	4.46	4.66	4.71
Bulldozer	4.36	4.56	4.61
Tractor Trailer	4.36	4.55	4.61
Crew Leader	4.34	4.54	4.59
Grader Operator	4.33	4.53	4.58
Semi-truck	4.30	4.50	4.55
Heavy Truck	4.23	4.43	4.48
Light Truck & Equipment	4.17	4.37	4.42
Alternate Operator Trainee	4.14	4.34	4.39
Laborer	4.07	4.27	4.32

Escalator clauses. An escalator clause automatically links wage changes to changes in the consumer price index (CPI). It is designed to protect the purchasing power of wages during the term of the agreement.

Cost-of-living adjustments, which are made quarterly, semiannually, or annually, could be based on an index prepared for all U.S. cities or one for a specific metropolitan area. Most provisions adjusted wage rates through a formula which provided an additional cents-per-hour payment related to a given rise in the index, usually 1 cent per hour for each 0.5, 0.4, or 0.3 rise in the CPI. Maximums or "caps" could be placed on the total amount of one or several adjustments. Some clauses stipulated that the escalator increase would be used in computing overtime, holiday, vacation, and other payments. Agreements might also state that any changes in the method of determining the index or revisions of published figures would have no effect on the negotiated formula or adjustments that had been made:

(145) A cost-of-living allowance will be determined in accordance with changes in the Consumer Price Index (all cities) published by the Bureau of Labor Statistics, U.S. Department of Labor (1957-1959=100) and hereinafter referred to as the BLS Consumer Price Index, as revised 1967 = 100 base.

Beginning with the Index for July 1974, as basic, the rates will be adjusted up or down as shown by the Index each three months (January, April, July and October). The amount of cost-of-living allowance that shall be effective for any quarterly period shall be determined in accordance with the following table, allowing one cent (.01¢) adjustment for each 0.4 change in the Index.

BLS-CPI	*Cost-of-Living Allowance*
122.9 - 123.6	.01¢
123.7 - 124.0	.02¢
124.1 - 124.4	.03¢
124.5 - 124.8	.04¢
124.9 - 125.2	.05¢
. . .	. . .
130.9 - 131.2	.20¢

The change in rates will become effective at the beginning of the first pay period following receipt of official report of the Consumer Price Index by the U.S. Department of Labor.

The amount of any cost-of-living allowance in effect shall be included in computing overtime in premium, vacation and holiday pay.

No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any base month.

(36) The cost of living increase, if applied, shall be in the amount of one cent per hour for each five-tenths of one percent increase in the Consumer Price Index times 2,080 hours;

The cost of living increase shall be determined by the percentage change between July 1974 and July 1975, in the Consumer Price Index, U.S. City Average, All Items (1967 = 100) issued by the U.S. Bureau of Labor Statistics . . . .

At no time shall the amount of the cost of living increase, if any, under this formula exceed 7½ percent of the individual wage rate of any employee to whom it shall apply;

If the method of computing the Index is changed the parties shall apply the Index as presently calculated.

(141) Employees under the jurisdiction of the Board of County Road Commissioners shall have their cost-of-living computed on the following basis:

1. The base index figure used for computing future cost-of-living payments for the term of this agreement shall be 138.0.
2. Cost-of-living payments shall be made on the quarter based on the quarterly average rise of the Consumer Price Index (Metropolitan Detroit Area). Each 0.4 rise in the BLS Index shall be equal to one cent. Any fractional rise after computing such payment shall be dropped.
3. The first quarter shall consist of December 1973, January 1974, and February 1974, and each quarter thereafter for the term of this agreement.

(146) *Cost-of-living - 1974.* If the New York - Northeastern New Jersey Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics during December 1973 has increased over the corresponding index of 133.3 for the previous year, the 1973 salary schedule will be increased by such percentage as is determined by dividing the difference between the respective indices by 133.3.

Contract reopeners. Contract reopening provisions permit the further negotiation of wages and specified contractual matters at designated times during the contract term. Reopeners give the parties more flexibility than deferred increases since changing conditions may be considered during negotiations.

Most reopeners in this study involved wages, but at times they also included other contractual matters such as vacations, holidays, shift differentials, and union security. As a rule, agreement reopeners were scheduled for given dates following notice by one party to the other. A few allowed reopenings at any time during the life of the contract:

(147) Notwithstanding the provisions of Section 1 of this article, the union may, as of December 5, 1972, reopen this agreement only as to union membership, rates of pay, fringe benefits (shift differential, holidays, vacations, insurance and uniforms) and any future reopeners during the remaining term of this agreement. Such reopening must be made by written notice to the Commission at least 60 calendar days, but not more than 90 calendar days, prior to such date.

(148) Reopener: During 1975 negotiations may take place on wages and vacations to be effective after December 31, 1975. The union will present their proposals, if any, for changes in wages and vacations not later than September 1, 1975 and negotiations on such proposals will begin during September 1975.

(149) Classification and wages, attached hereto and made a part hereof, shall be the minimum in effect for the life of this agreement. Wage increases throughout the department may be considered by special negotiations at any time during the life of this agreement. The general wage schedule, Appendix A, attached hereto, may be altered by special negotiations at any time during the life of this agreement upon 30 days notice from either party.

(150) If before the termination of this agreement either party wishes to reopen regular negotiations by means other than special conference on "wages and fringe benefits" as defined below, the party wishing to reopen shall give written notice of reopening to the other party not less than 67 and not more than 97 consecutive calendar days immediately preceding June 30. If such notice is given, the other party shall enter into negotiations on "wages and fringe benefits" . . . "Wages and fringe benefits" for the purposes of reopening are: salary, sick leave, funeral leave, necessity leave, military leave, leave for court required service, life insurance, vacations, disability income benefit, retirement, retirement service award, early retirement, fee remission, hospital and surgical insurance, dental insurance, and accident insurance. Nothing in this entire agreement between the parties shall prevent them from negotiating any other topic by their mutual agreement to do so.

Reopening only for nonwage items was provided for in a few agreements. The subjects of these reopeners could range from general topics such as working conditions to specific items such as negotiation of a pension plan:

(151) The union has bargaining rights for its members by virtue of this memorandum on the following subjects:

A. Wages
B. Hours
C. Fringe Benefits
D. Working Conditions

Either party to this agreement shall have the right to reopen negotiations as to Item D above at any time by giving a 60 day written notice to the other party. During the negotiations and until final agreement, all provisions of this memorandum shall remain in full force and effect.

(96) Pension Reopening:

It is recognized that the hospital may consider different plans for employee pensions before the expira-

tion date of this agreement. Therefore, it is hereby agreed that the hospital will provide adequate written notice to Minnesota Nurses Association to represent the professional nurses and to negotiate on their behalf before any formal action by the hospital establishing the terms of the pension affecting the professional nurses. Upon receipt of such notice, this agreement shall be reopened for the sole purpose of negotiating the terms and conditions of a pension for the professional nurse.

(152) In the event that legislation is enacted which permits public employers and employee organizations to enter into collective negotiation agreements providing for employee organization security of a type commonly known as "agency shop" or in the event the New York Court of Appeals removes the legal impediments to such form of employee organization security and in the event a substantially sized political subdivision of New York State enters into such an agreement, then CSEA shall have the right, prior to June 1, 1974 to reopen contract negotiations with the State solely to seek establishment of an agency shop provision permissible in accordance with law. All other provisions of this agreement will remain in full force and effect during the course of any such reopened contract negotiations.

Table 23. Selected wage provisions in State and county collective bargaining agreements by level of government, 1972-73

Provision	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Wage surveys	45	59,497	3	1,918	42	57,579
Longevity pay	90	82,646	12	8,539	78	74,107
Work clothing and uniform allowances	130	177,531	53	75,868	77	101,663
Safety equipment	70	99,140	37	51,584	33	47,556
Automobile allowances	69	108,587	16	23,512	53	85,075
Shift differentials	130	169,383	28	32,603	102	136,780
Deferred wage increases	118	108,920	26	36,471	92	72,449
Escalator clauses	39	30,067	6	3,451	33	26,616
Contract reopeners	129	183,326	52	93,267	77	90,059

NOTE: Nonadditive. An agreement may contain more than one of the provisions listed.

Table 24. Wage adjustments in State and county collective bargaining agreements by duration of agreement, 1972-73

Duration	All agreements		Wage adjustments					
			Deferred wage increases		Escalator clauses		Contract reopeners	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	118	108,920	39	30,067	129	183,326
Less than 12 months	8	10,213	—	—	—	—	2	2,050
12 months	96	82,554	11	4,935	2	155	23	20,944
13-23 months	37	53,799	24	36,948	4	1,361	14	27,178
24 months	101	117,877	46	40,904	16	12,106	52	70,597
25-35 months	15	17,762	9	9,488	6	7,123	8	14,120
36 months	52	46,215	27	10,533	10	3,210	24	39,242
More than 36 months	4	2,925	—	—	—	—	4	2,925
Not specified	5	9,102	1	6,112	1	6,112	2	6,270

NOTE: Nonadditive. An agreement may contain more than one of the provisions listed.

Chapter 6. Leave

Vacations

Nearly four-fifths of the contracts studied contained provisions granting vacations to State and county employees, and two-thirds of these set forth the maximum length of vacation permitted (table 25). As a rule, the amount of vacation time was graduated relative to the worker's length of service, most commonly providing maximum annual leave of 4 weeks. In some instances, the graduated plan contained a ratio-to-work feature; that is, the rate at which a vacation could be earned was set by years of service while the actual vacation time accumulated during the year would depend upon the number of months worked:

(153) Permanent employees with more than 1 year, but less than 3 years continuous service for the County shall be entitled to 1 week of 40 hours of vacation with pay.

Permanent employees with more than 3 years, but less than 8 years continuous service for the County shall be entitled to 2 weeks or a total of 80 hours vacation with pay.

Permanent employees with more than 8 years, but less than 15 years continuous service for the County shall be entitled to 3 weeks or a total of 120 hours of vacation with pay.

Permanent employees with over 15 years continuous service for the County shall be entitled to 4 weeks or a total of 160 hours of vacation with pay.

Permanent employees with over 20 years continuous service for the County shall be entitled to 5 weeks or a total of 200 hours vacation with pay.

Permanent employees with 25 years of service for the County shall be entitled to 6 weeks or a total of 240 hours of vacation with pay.

(154) Employees shall earn leave credits as of their date of hire.

Leave shall be earned according to the following schedule:

	Leave Entitlements	
Service	*Per year*	*Per month*
Less than 1 year	2 weeks	5/6 day
1 year to less than 15 years	3 weeks	1-1/4 days
15 years or more	4 weeks	1-2/3 days

In addition to this schedule, upon passage of appropriate legislation employees shall be entitled to 25 days of vacation after 25 years or 300 months of service.

(155) Annual leave with full pay (15 working days per year) shall be granted, accumulating at the rate of 1¼ working days per each full month of employment to employees serving one to 5 years. Employees with 5 to 15 years of service shall be entitled to annual leave with full pay (18 working days per year) accumulating at the rate of 1½ working days per each full month of employment. Employees with 15 or more years of service shall be entitled to annual leave with full pay (21 working days per year) accumulating at the rate of 1-3/4 working days per each full month of employment. Such leave must be taken within each twelve months unless unavoidable conditions arise making it impossible. Such leave as is not used shall accumulate, except that such accumulation shall not exceed 30 days. Employees must complete six calendar months of continuous employment to be entitled to annual leave.

(156) Beginning

1 through 5 years of service – 104 hours annual vacation.

6 through 10 years of service – 104 hours annual vacation plus 8 hours vacation credit for each three months of continuous service during the calendar year with a maximum of 136 hours.

11 through 19 years of service – 104 hours annual vacation plus 8 hours vacation credit for each two months of continuous service during the calendar year with a maximum of 152 hours.

20 or more years of service – 104 hours annual vacation plus 8 hours vacation credit for each month of continuous service during the calendar year with a maximum of 200 hours.

A substantial number of agreements gave no details but instead referred to local ordinances or civil service and personnel regulations:

(123) Each employee shall earn vacation benefits as prescribed in RCW 43.01.040 and RCW 43.01.043 as now or hereafter amended, and the rules of the Personnel Board promulgated thereunder.

(106) Vacation leave shall be granted in accordance with the pertinent rules and regulations of the Director of Personnel and Standardization . . . .

In determining an employee's eligibility for vacation pay, as a general rule clauses instructed State and county administrators to consider paid time away from the job as time worked. On the other hand, a leave of absence for a substantial period (for example, 30 days or more) could result in a reduced vacation allowance:

(110) . . . An employee on paid sick leave, jury duty, paid military duty, time on paid vacation or full pay status will be considered as time worked in determining vacation credits.

(67) An employee's paid vacation leave shall be adjusted (or prorated) to reflect time spent on unpaid leave(s) of absence totaling 30 days or more (i.e., for each 30 days spent on unpaid leave of absence an employee shall lose 1/12 of his regular paid vacation leave).

Vacation pay was usually calculated using the employee's straight-time rate of pay. For those employees working shifts, the differential paid for shift work could be included in the computation:

(125) . . . Vacation pay shall be at an employee's straight time hourly rate in effect at the time of taking such vacation.

(157) Vacation pay shall include shift differential pay for employees who have been regularly assigned to evening or night shift for a period of at least four months prior to the time the vacation is taken. Employees so assigned to evening or night shifts for only a portion of their regular work week shall receive pro-rata inclusion of shift premium in their vacation pay. Temporary assignments of such employees to the day shift shall not affect their right to receive such shift differential as part of their vacation pay.

If a holiday occurred during the employee's vacation, either the employee would not be charged for that day as vacation or an additional day of vacation would be added to the beginning or the end of the leave period:

(158) If a holiday falls during an employee's annual leave period, such holiday shall not be charged against the annual leave.

(159) When a holiday falls within an employee's vacation period, one additional day's vacation shall be granted. If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave, subject to sick leave requirements.

Should vacationing employees be called back to work, they retained their vacation credit for later use or they could receive vacation pay and pay for time worked. This option, however, was not available to the employee in some instances:

(81) Should any employee be called in during his vacation, he will not be required to report. If such employee elects to terminate his vacation and return to work, he will be credited with the vacation time remaining on his scheduled vacation record, beginning with the time he returns to work.

(160) An employee who has accumulated the maximum vacation leave of 50 days will be granted his maximum yearly vacation entitlements as accrued, if no emergency situation exists. In the event of recall under these circumstances, he shall be paid at straight time for vacation time lost, not in excess of his accrued maximum yearly vacation entitlements, and in addition, regular pay for the time worked. Payment received for each such day worked shall extinguish a day of accrued vacation.

(161) A vacation may not be waived by an employee and extra pay received for work during that period.

Where job demands resulted in a denial of leave, the employee was permitted to carry forward vacation credits, subject to a limit on accumulation. In other cases, vacation was considered waived where employees failed to take it:

(162) The parties agree that when requested by the employee and authorized by the Department Head vacation time may be deferred for more than one year. Provided, however, an employee's maximum current and deferred vacation accrual shall not exceed 40 days at any time.

(33) All employees shall be encouraged to make use of earned vacation time in accordance with the provisions of this agreement. In exceptional circumstances, the Countryside Home Administrator may allow an employee to carry over his vacation into the next ensuing year. Any employee who is given a reasonable opportunity to take his earned vacation and who does not do so, shall be deemed to have waived said vacation and shall not be entitled to compensation therefore. The use of vacation time in small units shall be discouraged.

Seventy-seven percent of the agreements referring to vacations contained provisions governing the choice of time off:

	Agreements	*Workers*
Total with vacation provisions	252	266,657
Reference to vacation scheduling	195	198,483
No reference to vacation scheduling	57	68,174

Vacations generally could be taken by employees at any time as long as the employer's operation was not impaired as a result. Should the workload or other circumstances make it impossible for employees to take leave when they desired, the parties were to try to find another acceptable time. Agreements also permitted the employer to limit the length of any vacation (in effect causing an employee's vacation to be split), to restrict the number of employees on vacation at any one time, and to govern the time periods during which vacations could be scheduled:

(163) Vacation leave will be scheduled in accordance with individual employee's requests. In the event workload or other similar circumstances result in a conflict or for any other reason an adjustment is required, every effort will be made to approve an alternative date acceptable to both the Department Head and the employee . . . .

(164) It is understood that the Sheriff may limit to two weeks the length of vacation any employee takes at one time; that he may limit the number of employees on vacation at any one time; that he may designate certain dates as periods during which no vacations may be scheduled and that he may alter or change vacation assignments when special circumstances arise.

(151) Vacation will be taken in a period of consecutive days. Vacations may be split into one or more weeks, provided such scheduling will not interfere with operations.

When several employees applied to take time off at the same time and only a few could be excused, selection was made on the basis of seniority:

(102) The scheduling of vacation periods shall be subject to the approval of the Department Director and in an emergency, may be subject to change. In case of conflicting requests for a vacation period, preference shall be given to the police officer with greater seniority.

(53) Vacation shall be granted only at such time as work of the department will permit. Vacation schedules for each department shall be arranged by May of each year. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, or the time of the year when such vacation may be taken, then employees with the greatest seniority, within a classification, shall be given periods, with the exception that in the Highway Division, employees with the greatest seniority within a classification shall be rotated each year. Said rotation plan to be submitted by the union prior to March 15 each year.

Some contracts, on the other hand, left scheduling completely under the employer's control:

(117) Vacation time shall be taken only at a time fixed by the Department Head under whom such employee works.

Holidays

More than three-fifths of the contracts in the study contained paid holiday provisions (table 26). However, this proportion understates the prevalence of paid holidays since holidays for government employees can be legislated or determined administratively.

Of the 199 agreements which had holiday provisions, over three-quarters provided for 9 or more paid holidays. These included traditional holidays such as Christmas and Independence Day and also reflected recent trends in holiday clauses negotiated in private contracts. Thus, agreements provided half-holidays, like Good Friday, and longer weekends by allowing additional time off on the day before or after a holiday. State and county agreements also contained flexible holidays, either the employee's birthday or a floating personal holiday, which permitted the unit to stay open while the individual employee had time off. Finally, there were provisions stipulating that additional holidays declared by public officials would be observed:

(2) Full time employees shall be entitled to time off with pay for the following holidays:
New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Day before Christmas
Christmas Day
Day before New Year's Day
All State and National General Election Days
The day appointed by the Governor or President as Thanksgiving Day
The Employee's Birthday

(29) Subject to conditions hereinafter set forth, the College agrees to pay its employees 8 hours pay at their straight time rate exclusive of overtime premiums for the following holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving and the day following, Christmas Day and the day before or the day following Christmas and New Year's Days (to be designated by the President) and ½ day in the afternoon of Good Friday.

(165) Holidays are defined as:

New Year's Day	January 1
Washington and Lincoln's Birthday	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Christopher Columbus Day	The second Monday in October
Veterans' Day	The fourth Monday in October
Thanksgiving Day	The fourth Thursday in November
Christmas Day	December 25
Floating Holidays	Two days each year

Every employee . . . shall be eligible for "floating holidays" on the following basis:
(1) One-half day after full-time employment for at least 2 months but less than 6 months.
(2) One day after full-time employment for at least 6 months but less than 12 months.
(3) Two days after full-time employment for one year or more.
. . . Floating holidays shall be taken during the calendar year earned at a time mutually agreeable to the employee and his department head.

(159) Employees shall be entitled to the following holidays with pay: The first day of January; . . . and every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving or holiday . . .
December 24 and December 31 shall be observed as half day (4 hours) holidays if those dates fall on Monday, Tuesday, Wednesday, Thursday or Friday and

providing that those days are not deemed holidays in accordance with the section above.

(20) . . . Employees shall receive as an additional holiday or holidays for any special days or days declared by the President of the United States, the Governor of the State of New York, or the Executive of the County of Suffolk to be a non-working day for the majority of other county employees. Employees shall celebrate and receive holiday benefits for these additional holidays in the same manner as other holidays specifically named herein.

Although election days were included as holidays in a majority of the agreements, for the purposes of this study they were not counted since elections are not annual occurrences as are the other holidays.

Should a scheduled holiday fall on a weekend, agreements generally provided that the preceding Friday would be observed for holidays falling on Saturday and the following Monday for those falling on Sunday. Provision could also be made for substituting days off where a holiday occurred on an employee's scheduled day off:

(166) Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

(62) Whenever one of these holidays falls on Saturday, the preceding Friday will be observed. When the holiday falls on Sunday, the following Monday will be observed.

When the designated holiday occurs on a scheduled day off in the employee's workweek, the employee will receive an additional day off with pay, the time to be arranged with his supervisor who will make an effort to grant the additional day off as near as practical to the designated holiday.

Clauses invariably specified eligibility requirements for holiday pay. Most commonly, to receive holiday pay employees had to work both the day before and the day after the holiday, unless excused. The employee had to be currently employed, not retired or on leave of absence, and had to work on the holiday if scheduled to do so:

(3) If an employee is absent on the working day immediately preceding or immediately following the holiday he will not be paid for the holiday unless his absence is excused. However, if an employee is laid off for the period between the end of fall term and the beginning of winter term because of lack of work, he will receive the same holiday pay given to the rest of the employees.

If an employee terminates his employment he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

(39) To be eligible for a holiday, the following qualifications must be met:

(1) The employee must be in active employment when the holiday occurs, that is to say, he is currently working or has worked at some time during the seven (7) calendar days immediately preceding or immediately following the holiday, unless on sick leave.

(2) The employee performed the required work on his last scheduled shift for him prior to the holiday and the first scheduled shift for him after the holiday.

(3) If the employee was scheduled to work on the holiday and refused to do so, no payment will be made for the holiday.

Premium pay for work performed on holidays was provided for in 65 percent of the agreements with holiday provisions. Holiday premium pay provisions were most common in contracts covering blue-collar employees and in those activities involving continuous operations:

	Agreements	*Workers*
All agreements	318	340,477
With paid holiday provisions	199	228,579
Premium pay for work on holidays	129	128,035
No reference to premium pay	70	100,544
No reference to paid holidays	119	111,868

Holiday premium rates could be expressed as the total rate achieved by combining into one scale the holiday pay and the pay for the day worked at straight time or overtime. In most instances, however, the premium rate was expressed as an amount paid in addition to holiday pay. Payments could be in cash or in compensatory time:

(127) Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.

(167) . . . Employees required to work on a holiday will be paid for that time at time and one-half their regular rate in addition to the holiday pay or be given compensatory time off at time and one-half within the pay period following the holiday, such compensatory time off date to be mutually agreed upon by the employee and supervisor.

(168) All nurses required to work on a holiday shall be paid at double their regular rate, or shall receive their regular rate plus a compensatory day off with regular pay within a thirty-day period.

Other payments for time not worked

Reporting pay. Forty-four agreements provided for payments to employees who reported for work as scheduled only to find that no work was available (table 27). Reporting pay provisions serve to penalize management for not properly planning work or not giving workers adequate notice that their services would not

be required, and to compensate workers who, through no fault of their own, lose a day's work.

Reporting pay clauses generally provided a guarantee of a specified number of hours of work or pay for those reporting to work:

(67) An employee who reports to work on a regularly scheduled work day without previous notice not to report shall receive a minimum of four hours' work (or four hours' pay in lieu thereof) at his applicable hourly rate.

(169) An employee who is scheduled for work and reports to work, and there is not work available for him, may be excused from duty but shall be paid at his regular rate for the shift of work scheduled.

The report pay requirement could be waived if no work was available because of an act of God, if the employer sent advance notice but the employee could not be reached, or if the employee refused alternative work offered. Should the employee actually start work before being excused, the guarantee might be extended to a full shift's pay. In one instance, the obligation to pay could be waived by giving the employee notice, early in the shift, that work would be curtailed:

(94) An employee who reports for work at the start of his regularly scheduled shift and is sent home because there is no work available for him shall receive four hours of pay for so reporting at the rate he would have received on his own job. If such employee is put to work he shall be guaranteed a minimum of four hours of work or four hours of pay in lieu thereof. This reporting pay provision shall not apply when the employee was advised in advance that there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such four hour period refuses to perform the same.

(105) An employee who is scheduled for work and reports to work will be paid for a minimum of four hours on his scheduled shift whichever is lesser. However, unless an employee is notified during the first two hours of his work period that his shift is being curtailed, he will be paid for the remainder of his scheduled shift. This obligation to pay will not apply when interruptions of work caused by an act of God. Nothing herein contained is intended to deny the employer the right to require the employee to work during the period for which he is being paid.

Call-in/call-back pay. More than half the contracts in the study, covering over three-fifths of the employees involved, guaranteed a minimum number of hours of pay when employees were called back to work outside of regularly scheduled work periods (table 27). Clauses only applied to time worked which was not continuous with the employee's normal hours of work. The minimum hours requirement insured those employees called back that they would receive at least the specified amount of work, or pay in lieu thereof, in situations where little or no work actually developed during the call-back period. The agreement usually guaranteed 3 or 4 hours, generally at a premium rate:

(170) An employee reporting for duty at the employer's request for work which is outside of and not continuous with the employee's scheduled work period, shall be guaranteed three hours' pay at the rate of time and one-half.

(124) Employees called in to work in the Maintenance Department outside their regular shift shall be guaranteed four hours pay based on their regular rate at time and one-half.

(62) An employee reporting for emergency duty at the employer's request for work which he had not been notified in advance and which is outside of and not continuous with his regular work period, shall be guaranteed at least three hours pay at the rate of time and one-half . . . .

In one instance, limited to emergency duty, employees were granted travel time in addition to a guaranteed minimum time at a premium rate:

(115) If an employee is called back for emergency duty after the close of his regular shift, this emergency duty not being a continuance of his shift and not following immediately after the close of the shift, such employee will be paid for a minimum of two hours of work at the overtime rate. Employees called for such work will be paid for time to reach the University and for time to return home in addition to the two hours minimum overtime with no more than a maximum of one hour travel time each way.

As with reporting pay clauses, call-in/call-back pay provisions were most numerous in agreements for blue-collar employees.

Rest periods. Paid rest periods were provided for in more than one-third of the agreements. However, the practice is probably more widespread than this figure indicates. Rest period provisions generally permitted 10- or 15- minute breaks, twice a day, and were designed to provide scheduled periods of relaxation away from the strains of the job. The time allowed could not be used to shorten the work shift nor could it be postponed or accumulated except by specific authorization. Management, in addition, could reserve the right to schedule rest periods and could also require that qualified relief personnel be available for employees on break:

(171) All employees in the bargaining unit shall receive a fifteen minute rest period every four hours working time to be taken insofar as practicable in the middle of such working period.

(172) All employees shall receive one fifteen minute rest period during each one-half shift except that those employees in positions which require the uninterrupted presence of an employee shall receive such rest period only when qualified relief is available and practicable. The employer retains the right to schedule employees' rest periods to fulfill the operational needs

of the various work units. Rest periods may not be postponed or accumulated—if an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work period.

(138) Coffee breaks and/or rest periods shall be allowed to continue but said coffee breaks and/or rest periods shall not exceed two per day and no period shall exceed ten minutes duration. The Department Head shall schedule coffee breaks and/or rest periods for all employees.

Wash-up/clean-up time. Clauses setting aside time for washing up were present in 43 of the agreements studied (table 27), and were most often found among those involving blue-collar occupations. Paid time could apply to personal clean-up only, to cleaning of tools, or to both. Most provisions allowed employees a reasonable amount of time to wash prior to the meal period and at the end of the shift. Time limits could be placed on such paid activity, and, in some instances, the employer determined those employees entitled to use the time. One provision stated that should clean-up time extend into a meal period or beyond the end of the shift, it would be counted as time worked and accordingly paid for at the employee's overtime rate:

(105) Whenever the job being performed or the material or equipment being used has caused an employee to become dirty, the employee shall be allowed a reasonable amount of time without loss of pay prior to any meal period or prior to the completion of their work day to clean themselves. Clean-up time for equipment shall be considered as part of the employee's work day.

(35) Employees shall be granted a reasonable personal clean-up period, not to exceed fifteen minutes, either immediately prior to the end of the day, or if the employee is held over beyond the regular work day, immediately prior to the end of such "hold-over" period, whichever occurs later.

(90) Employees shall receive reasonable and adequate wash-up time immediately prior to their meal break and immediately prior to the end of the shift. The employer shall determine those positions which shall qualify for wash-up time.

(169) Employees shall be allowed a reasonable amount of time without loss of pay prior to any meal period and prior to the completion of their work day to clean themselves and their equipment. Clean-up time extending into a meal period or past the end of the work day shall be counted as time worked and the employee shall be compensated for such time at the overtime rate . . . .

Jury-duty and court-witness pay. In the present study, 44 percent of the agreements, accounting for 57 percent of the employees, included provisions for protecting employees against loss of income while appearing in court as a juror or witness, and encouraging their participation as jurors or witnesses (table 27). Of the total, 76 contracts provided for jury-duty pay, 6 for court-witness pay, and 58 for both. One additional agreement made reference to a local regulation covering jury duty.

Selection for jury duty is usually made from voter registration lists and is considered a civic duty. The call as a court witness, on the other hand, may result from actions taken as a government employee. Agreements providing for jury-duty pay generally compensated employees for the difference between pay received as a juror and the amount they would receive if working full time. This could be achieved by paying the employee the cash difference or by paying the normal salary and requiring the employee to turn over any jury service fees to the employer. Payments for costs of travel, meals, and lodging could be retained by the employee:

(21) Each regular or part-time employee will receive leave for jury duty. An employee on such leave will be paid the difference between the pay actually received for such attendance, and the pay the employee would have received if not on such leave. A part-time employee will receive a proportionate benefit under this paragraph.

(58) On proof of necessity of jury service, an employee shall be granted leave with pay without charge to leave credits, provided that he shall have agreed in writing prior to and as a condition of the granting of such leave to deliver to his appointing authority for transmittal to the Comptroller for deposit in the general fund of the State fees paid him for jury service. Leave with pay for jury service shall mean leave at the rate of pay the employee would have received had he not been on such leave.

(173) . . . Expenses reimbursed by the court for travel, meals, room, hire, etc. shall be retained by the person and shall not be considered part of the jury fees . . . .

Under a few provisions, employees could choose to use their vacation or overtime credits while on jury duty, thereby in effect receiving additional compensation:

(65) An employee serving on a jury shall remain on the payroll and receive the difference between his regular normal pay and the amount he receives for jury service, or he may elect to use accumulated vacation, holidays, and overtime credits which may be due him and in which case he shall receive his pay for jury service plus full pay.

Agreements providing for witness pay might stipulate that court appearances had to be job related and made pursuant to a subpoena. This requirement applied to all government workers called to testify concerning some aspect of their employment or department business, but especially to police:

(174) Any employee called or who is served with a summons or subpoena as a witness for official business concerning the Department of Correction will be paid full pay while serving as such witness.

(175) The County Engineer shall grant full pay when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty shall be remitted by the employee to the Treasurer of the State of Ohio, unless such duty is performed outside of normal working hours.

(170) An employee who loses time from work during his normal schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at his hourly rate. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the Employee Relations Office a written statement from the court showing the days and the amount of jury duty or witness fees he was eligible to receive for each day. An employee temporarily excused from attendance at court shall report for work during the excused period.

Voting time. Eight agreements granted time off with pay to vote or to register to vote. As a rule, these matters are dealt with by statute or executive order, and election day, as noted previously, is observed as a holiday in many jurisdictions. As spelled out in a few agreements, considerations in scheduling time off include the location of the polling place, necessary travel time, the hours the polls were open, and the employee's work schedule. Advance applications for paid voting time might be required:

(134) The County agrees to allow each employee, who is a registered voter, a reasonable amount of time off, with pay, to vote in each local and general election. Voting time will be scheduled in such a fashion as to not interfere with normal work production. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off. Scheduling of such voting time may be posted as early as ten working days prior to the election.

(176) Subject to the operating needs of the Suffolk County Jail; as determined by the Sheriff, leave of absence without loss of pay will be permitted for the following reasons . . .

(h) Voting time up to a maximum of 2 hours for voting in a state, municipal or other election, provided that the hour of opening and closing the polls in the city or town in which an employee is registered to vote would preclude him from voting outside regular working hours, taking into consideration travel time from the polls to his regular place of employment, or vice versa . . . .

Sick leave. Eighty-four percent of the agreements in the study, covering 87 percent of the employees, provided for leave with pay for nonoccupational illness or injury (table 27). Clauses commonly set forth the number of leave days that employees earned per month or pay period, and established limits on the amount of leave that could be accrued:

(40) Employees with less than a full year's service as of January 1 of any year accrue sick leave at the rate of one working day for each month of service. Employees with one year or more of continuous service as of January 1 of any year are eligible for up to twelve working days of sick leave on January 1 of each year. Such paid sick leave . . . may be used for absences due to illness and for non-emergency medical and dental care.

(111) All employees of the . . . Highway Department will be allowed one day of sick leave for each work month of 128 hours or more. No employee shall be denied the accumulation of a day of sick leave because he failed to accumulate the minimum number of hours due solely to his having been injured on the job; or having exercised accumulated sick leave or accumulated vacation time. Sick leave shall be accumulated up to 120 days at the aforedescribed rate . . .

(13) All employees, except part-time and temporary employees, shall earn paid sick leave credit at the rate of one and one-quarter work days for each completed calendar month of service.

Unused sick leave credit may be accumulated to a maximum of 90 work days.

Most provisions established rules designed to prevent abuses of sick leave, including requirements to report illnesses and to provide medical certification:

(177) . . . Whenever possible, employees must submit their request for sick leave in advance of the absence. When an employee cannot obtain advance approval of his absence, it shall be his responsibility to notify his work station by telephone or other means as soon as possible after his normal reporting time. Supervisors shall be required to answer requests for sick leave promptly. Employees utilizing leave under this section shall furnish a statement from a medical practitioner upon the request of the employer for absences in excess of three work days, or when the employer has reasonable reason to believe that an employee has abused or is abusing sick leave.

(160) When an officer or employee is absent on sick leave for seven consecutive days, the department head may require him to furnish a certificate from the doctor attending him certifying to the nature of his illness, that he may return to work and perform his normal duties and that he will not jeopardize the health or safety of the other employees. Upon his failure to furnish such certificate, when requested, he shall be listed as absent without pay for the period involved . . . .

While these requirements served to discourage abuse of sick leave, almost one-third of the provisions contained positive incentives not to use sick leave unnecessarily by granting conversion rights. These allowed the exchange of unused days for other leave or pay. Conversion generally occurred when employment was terminated or the employee retired. Other agreements provided for cash payments to employees as a specified proportion of total accrued sick leave. Clauses, in addition, might provide that payments would be made to the employee's estate in case of death:

(145) Employees leaving the Macomb County Road Commission shall receive all pay which may be due them plus accrued vacation credit. In addition:

An employee who leaves employment because of retirement shall be paid for fifty percent of his accumulated and unused sick leave at employee's then current rate of pay. In case of death, payment upon the same basis shall be made to the deceased employee's estate.

An employee leaving county service after five years of continuous employment shall receive payment representing twenty-five percent of his accumulated and unused sick leave, computed on the basis of employee's salary at termination of employment.

An employee leaving county service after ten years of continuous service who is not eligible for retirement, shall receive payment representing fifty percent of his accumulated and unused sick leave, computed on the basis of employee's salary at termination of employment.

(178) An employee will be paid fifty percent of his accumulated sick leave upon retirement, or in case of death to employee's beneficiary.

(143) Employees shall be compensated in cash for one hundred percent of any accumulated unused sick leave when they are permanently separated from employment. In the event of death, payment is to be made to the estate of the employee.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation.

Agreements might also provide for conversion to other benefits, such as additional retirement service credit or credit for the purchase of health and accident insurance after retirement:

(152) At retirement after completion of 20 years of service or attainment of the mandatory retirement age an officer will be granted additional retirement service credit, on a day-for-day calendar day basis, equal to the amount of accumulated unused sick leave, up to a maximum of 165 days. No payment will be made for such leave nor will the value of accumulated sick leave be part of final average salary.

(65) All employees covered by this agreement who actually retire from County service and apply (within 60 days of last day paid) for a retirement annuity from the . . . Retirement Fund, which annuity must exceed $10 per month, shall have their sick leave credits (at the time of their retirement) converted to a monetary value (days of credit times normal daily rate of pay received immediately prior to retirement) which total shall be available to pay such hospital, surgical and catastrophic insurance costs as may be charged such employees and their dependents by the company or companies carrying . . . Group Hospital, Surgical and Catastrophic insurance. In the event that the retired employee shall precede his spouse in death and there remains at that time to his credit a balance, such balance shall be used to purchase health and accident insurance for the surviving spouse so long as the spouse is alive and there remains a balance in the fund.

Funeral leave. Funeral leave was granted to employees in 63 percent of the contracts (table 27). Almost three-quarters of these specifically applied to paid funeral leave while the remainder allowed employees to use other accumulated leave for such purposes. Paid funeral leave was generally restricted to deaths in the worker's immediate family and limited to three days. However, the length of leave could be longer or shorter and the definition of "immediate family" also varied:

(179) In the event of the death of an employee's spouse, or the son, daughter, parent, grandparent, brother, sister (or the spouse of any of them), of either the employee or his spouse, or of any other related person living in the employee's household, an employee who attends the funeral shall be granted time off work with pay (maximum of eight hours a day at his hourly rate plus shift premium, if applicable). The amount of time off work with pay shall be only that which is required to attend the funeral and make necessary funeral arrangements, but in no event shall it exceed three work days.

(180) Leave with pay up to the number of duty hours equal to the normal duty week . . . shall be granted by the department head in case of the death of a mother, father, spouse, sister, brother, son, or daughter. Bereavement leave in case of death of other persons may be granted only upon approval of the County Administrator. Bereavement leave shall be charged against accumulated sick leave.

(6) Employee shall be allowed to charge absences from work in the event of death . . . in the employee's immediate family against accrued sick leave credits up to a maximum of 15 days in any one calendar year.

For the purpose of defining eligibility for paid leave because of . . . death in the family, the term "family" shall be defined as the employee's spouse, child, parent, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law or relative living in the employee's household.

Requests for bereavement leave shall be subject to approval of the appointing authority; such approval shall not be unreasonably denied.

In some instances, evidence of death was required:

(118) An employee covered under this agreement shall be granted up to a maximum of four working days with pay due to death in the family. Immediate family shall include parents, spouse, children, brother, sister, grandparents and grandchildren, persons occupying the position of parent of the employee or spouse or any relative who is an actual member of the employee's household. This absence must be reported to the Department Supervisor on the first day of absence.

Upon reasonable doubt, the department head or his designee may request the employee to submit a notice of death or other evidence attesting to the validity of the absence.

Military service leave. Paid leave for short tours of military duty was designed to insure a continued level of income for employees attending summer training camp

or called up for emergency duty. Military pay arrangements were provided in over one-fourth of the agreements studied (table 27).[5]

The amount of pay varied. Some agreements provided for the continuation of full pay while on active duty, and others made up the difference between the employee's military pay and regular salary. Also, the method of payment could differ for emergency duty as against training sessions. Employees applying for military service leave could be required to provide the employer with a copy of orders to report, a military pay voucher, or other proof of attendance. One provision stated that any time off requested in addition to that specified by military orders would be charged to leave without pay, vacation, or compensatory time:

(181) Every employee of the Road Department who is a member of the . . . National Guard or of the regular or reserve armed services of the United States shall be granted leave of absence in order that the person may take part in active military duty in such manner and at such time as he may be ordered to active duty. Such military leave of absence shall be in addition to any vacation or sick leave the employee might otherwise be entitled, and shall not involve any loss of privileges or pay. During the period of military leave, the employee shall receive from the county his normal pay.

(167) Employees who are affiliated with National Guard units and who may be called for active duty by official State or Federal declaration, under emergency conditions, will continue to receive their regular salary or wages for a period up to five working days of service, with the provision that they remit to the University their military pay for those days which would have been their normal work days at the University. In those instances where an employee's military pay exceeds his University pay, only the amount equivalent to the University pay for the days involved is to be reimbursed to the University. For periods of emergency military service in excess of five days, separate decision will be rendered for each individual concerned.

Employees with ninety or more days of University service, who are members of the National Guard or Military Reserve units and required to attend annual reserve training periods or encampment programs shall receive make-up pay for a period not to exceed fourteen consecutive calendar days in any one calendar year. The make-up pay shall be the difference between Government pay and the straight time base hourly rate of the employee multiplied by eight hours for each day of his normal work schedule. An employee must file a copy of his orders with the Personnel Department and will be placed on military leave of absence without pay. In order to receive make-up pay under this provision, each employee shall be responsible for furnishing proof of attendance and a statement of Government pay received.

(172) The employer agrees to provide employees who have permanent status and who are members of either the national guard, state guard or any other reserve component of the military forces of the United States or the State of Wisconsin, now or hereafter organized or constituted under federal and state law, paid leave of absence which shall not exceed 15 work days in any calendar year. Such leave shall be provided without loss of time in service of the state to enable employees to attend military schools and annual field training or annual active duty for training and any other federal tours of active duty which have been duly ordered and held. Such paid leave shall not be granted to employees who are serving extended active duty or for service as a member of the active armed services of the United States, or for absences of less than three consecutive days.

The actual number of work days granted an employee as military leave shall correspond to the number of work days he or she is absent from his or her work station. The period of authorized leave shall be determined by the starting and ending dates of the training period as determined by the pay voucher or other payroll document received by the employee at the conclusion of the training period. This document shows the number of days and inclusive dates for which military pay was received, including authorized travel time, if applicable. Military orders include ample travel time via the most rapid mode of transportation available and for which transportation or actual reimbursement is made by the military, therefore additional travel time required by the employee to accommodate a different mode of travel elected by the employee must be charged to leave without pay, vacation or compensatory time.

Personal leave days. Paid personal leave provides employees with the opportunity, without sacrifice of salary or vacation time, to take care of business, family or other matters that can only be dealt with during normal working hours. Personal leave provisions were included in approximately 16 percent of the agreements (not including personal leave days provided under holiday clauses). (See table 27.) Time off was generally limited to a total of 2 to 5 days per year, and could be taken either in units of entire days or in smaller increments of 1 to 4 hours. Most provisions stipulated that leave would not be cumulative. However, one arrangement permitted the conversion of any unused personal leave into additional sick leave. Employees might be required to request leave in advance, might not be able to use personal leave for funerals and illness, and might find such leave cancelled during emergencies:

(89) Two days of personal leave shall be granted to each employee during each calendar year.

Personal leave days shall not be cumulative.

A new employee shall be granted one day of personal leave on his first day of work and if this is during the months of January through June, a second day after six months of service. Thereafter, they shall be granted in accordance with Section 1.

(156) All County employees shall be credited with twenty-four hours of personal leave each calendar

[5]Since the Universal Military Training Act requires reinstatement of employees who are drafted, or who enlist, for regular tours of duty, leaves of absence for such military duty are not included in this study.

year. Said personal leave credit is nonaccumulative.

Request for personal leave should be made at least twenty-four hours in advance from either an immediate supervisor or the Department Head. The Department Head shall honor such request to the fullest extent possible consistent with the effective conduct of County business.

Personal leave credit shall be charged at the rate of eight hours including lunch period for any personal day used except during the months of July and August when such personal leave credit will be charged at the rate of seven hours per personal leave day used. No personal leave credit charge can be less than two hours.

(20) Every employee shall be entitled to five days on which he may absent himself from duty for the purposes of taking care of and providing for his business affairs, family affairs and other personal problems which shall not, however, include absence for funerals or illness.

Personal leave days shall not be pro-rated for portions of a year worked, but the full entitlement shall be given to an employee who is employed at any time during the calendar year, except for the first year of employment, for which the employee shall be entitled to one day for each fifth of a year or part thereof.

Unused personal leave days at the end of a calendar year shall not be lost but shall become part of the employee's accumulated sick leave.

An employee selecting a personal leave day shall be given preference over an employee selecting his compensatory time.

The County shall not cancel personal leave days except for public emergencies and the actual full mobilization of the department unless an employee is served with a subpoena at least two working tours before the commencement of the tour of the leave day or the time reporting, whichever is applicable. If personal leave is nevertheless cancelled, except as provided above, the employee shall not be charged for the use of a personal leave day and shall receive recall pay in accordance with Section 18 of the present agreement.

Terminal leave. Terminal leave clauses, found in only 8 agreements, generally granted employees paid leave commensurate with their length of service at the time they left government employment. Provisions could make benefits available not only to retirees, but also to employees who resigned and to dependents of those who died. The amount of terminal leave was set forth, and eligibility restricted to those with long service with the State or county:

(81) In addition to regular vacations, when an employee leaves county service during the course of the year for reasons of retirement, resignation, or death, he shall receive a vacation credit of one day for each complete month worked during the year not to exceed ten days for an employee with under ten years service, and not to exceed eleven days for an employee with over ten years service. This does not apply to an employee with less than one year service nor an employee discharged.

(130) Upon separation from service, after twenty years, for any reason, other than cause, or upon the death in service of any employee or upon retirement qualifying for either ordinary or accidental disability under the Retirement and Social Security Law of New York State, such employee or his legal representative, shall be entitled to cash payment for accumulated terminal leave computed on an entitlement basis of four days for each year of completed service. A member's entitlement to termination pay shall be pro-rated on a portion of a completed year worked, pursuant to limitation of Section 431 of the New York State Retirement and Social Security Law. Year of completed service shall only include time served as a member of the Police Force of the County on a full pay status, while on a military leave of absence pursuant to Section 243 of the Military Law of New York State and time actually credited toward retirement benefits for service during World War II as provided in Ordinance #298-1970.

Under two agreements, employees could choose retirement leave or a cash payment:

(182) Upon retirement, nurses shall have the following option:

(1) A retirement leave may be taken under the existing County plan, or

(2) The nurse may elect to receive payment in a lump sum of retirement leave benefits, to which she is entitled on her last day of work, not exceeding thirty days of sick leave retirement allowance and twenty-five days of vacation leave.

Under this option the payment to such nurse of her County pension and annuity benefits shall be postponed until the total number of retirement leave days for which she has been paid have expired; provided, however, that no nurse shall accrue additional benefits during such period.

Such retirement payments shall be calculated at the rate of pay in effect for such nurse on her last day of work.

Unpaid leaves of absence

Leave for union business. Nearly one-third of the agreements, covering two-fifths of the workers in the study, granted unpaid leaves of absence for union business (table 28). Employees elected or appointed to positions with the union were commonly allowed leaves for 1 year; however, provisions granted extensions or permitted longer leave periods. A common stipulation limited leave to one person per work unit and established a minimum length of service requirement for any employee seeking a union leave of absence:

(183) [The union] may have not more than one employee in the unit on leave of absence to accept employment with [the union]. These leaves are subject to Civil Service Rule 17.

The employee must have a minimum of one year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct [union] busi-

ness as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one employee shall be on such leave from any given department.

(184) Any employee elected or appointed as an employee of the union shall be granted a leave of absence without pay for a period not to exceed two years which may be extended by agreement of the parties. Such leaves shall not be granted in excess of one employee for Union Local No. 1607.

One agreement continued an employee's salary while on leave, but required the union to reimburse the employer:

(6) A permanent employee or employees nominated by the union may be granted by the employer leave of absence with full salary from their regular position for the purpose of serving with the employee organization subject to the conditions of this section. Each such leave, its term and renewal, shall be subject to the discretionary approval of the Director of Employee Relations. The union shall periodically, as specified by the Director of Employee Relations by the employer during such leave of absence together with the cost of fringe benefits at the percentage of salary or wages as determined by the Comptroller. The union shall purchase an insurance policy in the form and amount satisfactory to the Director of Employee Relations to protect the State in the event the State is held liable for any damages or suffers any loss by reason of any act or omission by such employee during the period of such leave of absence with full salary.

Education leave. Ninety-one agreements permitted employees to take leaves of absence to further their education (table 28). While the length of such leaves varied, most allowed periods of one calendar or academic year. One agreement, which provided for up to two years of educational leave, made the second year's grant contingent upon successful completion of the first year's training.

Provisions could specify that the course of study had to be work related, that advance approval had to be secured and written reasons of denial given, that the leave would not be disruptive to the work, that benefits would not continue during the employee's absence, and that the employee had to register intent to return to work:

(185) Leaves up to one academic year without pay shall be granted upon request to those persons who wish to advance their professional growth through such methods as industrial experience, travel, research, consulting, etc. after approval by the president of the college.

(89) Any appointing authority with the advance approval of the Personnel Committee and the Department Committee for his department, may grant a leave without pay to an employee of the county for a period not to exceed one year for the purpose of enrolling in a recognized college or university to take a course that is allied to the duties of the employer. An employee on leave pursuant to this paragraph shall not earn sick leave, vacation or increment credits nor shall he be entitled to hospitalization benefits. He will return to work at the same grade and step as when he started his leave.

(118) Educational leave without pay for a period not to exceed two consecutive years may be granted for the purposes of obtaining additional educational training. Such two-year consecutive educational leave shall depend upon an employee's successfully completing the first year of educational training . . . .

(151) An employee may apply for educational leave after 120 or more days of service with the County. He shall be reinstated with full seniority at the completion of his leave, provided:

1. He declares his intention at the time of application to return to the County within nine months from the start of his leave.
2. He reaffirms this intention in writing every three months from the start of his leave.
3. He does so return to work at the County.
4. If educational leave is not granted, the reason for the denial shall be furnished the employee in writing.

Such leave shall be without pay.

Maternity leave. Maternity leaves of absence were found in two-fifths of the agreements studied (table 28), most frequently in contracts involving social welfare, education, and health and medical services, where employment of women is high.

Clauses often required a minimum time in service for eligibility as well as a statement from an attending physician indicating the expected date of delivery so that State or county administrators could set the date leave had to start. The effective date for maternity leave often varied. One agreement did not permit employees to work past the third month of pregnancy without written consent and in no case beyond the fifth month. More commonly, maternity leave commenced in the seventh month; however, leave could start at a later date if approved by the employee's physician. Agreements could specify the maximum amount of leave, including regular leave and any extensions, that would be permitted. Failure to return to work on schedule could result in termination of employment. Employees on leave might be required to give advance notice of their return to work and to furnish a certificate declaring their ability to return. One agreement mentioned its compliance with Equal Employment Opportunity Commission guidelines on maternity leave and also required that a request for an extension of leave to cover birth-related complications had to set a return date so that the employee's substitute might be informed:

(32) Maternity leave, not to exceed twelve months, with a doctor's certification . . . may be renewed or extended for six months. No employee will be continued

on the job beyond her third month of pregnancy without the written consent of her personal physician and the approval of the Medical Director and in no case will such employee be allowed to work beyond the fifth month of pregnancy.

(147) Female employees with one year or more of seniority may be granted a maternity leave of absence without pay. Such leave shall normally be taken by the employee beginning in the seventh month of pregnancy. However, an employee in a job classification that does not involve vigorous physical activity may, at the option of the Commission, be permitted to work beyond the seventh month if she desires to do so and presents a doctor's statement that further employment is medically approved. The employee must give the Commission at least two weeks' advance notice of the date she intends to return to work, and must return to work within three months of the termination of the pregnancy, provided, however, that for good and sufficient cause the date of return may be extended by the Commission to six months from the date of termination of the pregnancy. To return to work at any time after a pregnancy, an employee must provide a doctor's statement that such employment is medically approved.

(184) Title 29, Chapter XIV, Part 1604 of the Code of Federal Regulations requires that . . . County comply with the guidelines on employment policies relating to pregnancy and childbirth which have been set forth therein by the Equal Employment Opportunity Commission. In accordance with these guidelines, the County agrees to the following provisions:

(a) An employee shall be permitted to continue working beyond the end of the seventh month of pregnancy, provided that a statement is furnished by her physician certifying that the employee is physically able to perform her regular job duties.

(b) An employee may request a leave of absence without pay, as set forth in Paragraph 75-(d) to cover disabilities relating to pregnancy, childbirth and recovery therefrom. The leave must be for a definite period of time so that the substitute may know her status. The employee must return at the close of her leave or forfeit her position seniority.

Mandatory leave dates may be affected by a recent United States Supreme Court ruling in which the court struck down requirements by two school boards which made maternity leave compulsory after the fourth and fifth months of pregnancy respectively.[6]

As a rule, maternity leave started when the employee's physician declared that the employee was unable to continue work. Provisions might also specify that the employee had to return to work within a stipulated number of weeks following delivery; less frequently, they might allow leave to continue until the employee's doctor certified that she was medically capable of performing her normal duties. Employees were generally required to give advance notice of maternity leave, which included the expected date of delivery. This notice requirement could be waived in the case of abortions or premature births. Leave could be extended to mothers adopting children, and some provisions guaranteed that benefits would be the same as for other leaves of absence without pay. However, the employee might be allowed to use accumulated sick leave. One agreement included a penalty for falsifying the date of conception or the length of pregnancy to receive longer leave than justified:

(142) Maternity leave shall be without pay and will be granted upon the application of the employee in writing and shall begin when the employee is no longer physically able to perform her job. Such application shall include a statement from the employee's physician indicating the expected date of delivery. Employees who fail to apply for maternity leave and fail to report to work due to the delivery shall be terminated. Maternity leave shall end and an employee must return to work not later than sixty calendar days following the date of delivery or the date on which the employee is no longer pregnant unless a doctor has certified in writing to the employer that the employee is unable to return to work at that time for medical reasons, and in that event she will be continued on maternity leave for not longer than an additional sixty calendar days. Employees on maternity leave shall receive the same benefits an employee would receive if she took a leave of absence without pay, as provided for in this agreement.

This article shall apply to mothers adopting children under the age of six.

(186) Employees who become pregnant shall be granted a maternity leave of absence during the period between the date the employee's doctor certifies that the employee is medically incapable of performing her normal duties and the date the employee's doctor certifies that she is medically capable of renewing normal working duties.

Employees may be entitled to the use of accumulated sick leave benefits during such maternity leave only on the actual working days missed.

In order to be eligible for such maternity leave, the employee must notify her department head at least three months prior to her expected date of delivery of her wish to take a maternity leave of absence. Abortions or short term pregnancies shall be exempted from the notice requirements in this paragraph . . .

(10) Female employees shall be entitled to such necessary leave prior to and following delivery as is recommended by the employee's physician without loss of seniority; however, it is further agreed that due to the nature of the work and the possibility of physical injury to the pregnant employee, leave of absence for pregnancy shall commence at the time indicated in writing by a physician. The employee shall submit a physician's statement to the personnel office at the end of the fifth month of pregnancy and from time to time thereafter at the request of the employer. Said statement must include the estimated delivery date and a statement that the employee is able to perform her full duties and responsibilities without restrictions. The employee must return to work in her same classification within eight weeks after the week of birth; however, the time for return to work shall be extended by the employer upon receipt of a

[6]414 U.S. 632.

physician's written recommendation. Should any employee deliberately and intentionally falsify the date of conception or length of pregnancy in order to nullify the effect of the above requirements, said employee shall be suspended without pay for six months (the limit on suspension in Article VI notwithstanding).

Several contracts contained procedures for resolving disputes concerning the start of maternity leave or requests for leave extension as certified by the employee's physician. Resolution of the dispute usually involved submitting the issue to an impartial physician:

(187) Whenever a nurse shall become pregnant, she shall furnish the Department with a certificate from her physician stating the expected date on her delivery. She will be permitted to continue to work provided her physician certifies that she is able to continue working and provided further that if the Superintendent shall contend that the nurse is not able to continue working, the matter shall be submitted for decision to an impartial physician jointly selected by the Department and the Association. If agreement cannot be reached upon the selection, the physician shall be selected by the Dean of the Harvard Medical School. The decision of the physician shall be binding upon all parties. Maternity leave will be granted for a period up to three months after the termination of pregnancy, and the nurse will be reinstated to her former position at the expiration of said leave if she is physically qualified to perform the duties of such position.

(125) Female employees shall be entitled to a leave of absence of not more than three months prior to and six months following delivery subject to an extension for medical reasons as verified by a statement from the employee's physician. The employer may, however, require such employee to submit to an examination by a doctor designated and paid for by the employer, and in the event the recommendations of the two doctors differ, such two doctors shall attempt to reconcile their recommendations. If unable to do so, the matter shall be submitted to the . . . County Medical Society for resolution.

Personal leave of absence. Nearly one-fourth of the agreements included provisions for unpaid personal leave (table 28). Granted for a longer period than paid personal leave, unpaid leaves of absence for personal reasons generally ranged from 3 months to 1 year, although leaves of 2 years were not uncommon. Provisions could allow personal leave to be extended, if approved by the employer. Clauses afforded employees the opportunity to take care of private affairs without terminating their employment or losing their seniority rights. Among reasons stated for taking personal leave were physical disability, illness in the family, settlement of an estate, an extended trip not completely covered by vacation, or layoff. However, it was more common for the provision to permit leave for any good cause. At the same time, however, most contracts prohibited the use of leave to obtain employment elsewhere. Employees usually were required to request leave in advance and were restored to their jobs at the end of the leave period. Employees could return early with employer approval:

(107) Leaves of absence for reasonable periods not to exceed two years will be granted without loss of seniority for good cause, and such leave may be extended for like cause.

(188) Leaves of absence up to three months without pay may be granted in cases of need for those employees who have acquired seniority under this agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, temporary termination of the employee's work, or an extended trip but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for additional three month periods, but the total leave time shall not exceed one year.

(68) Written leave of absence, without pay, for periods not in excess of six months in any year may be granted by the employer to any full-time employee providing said employee does not accept employment elsewhere or become self-employed. The employee, to whom written leave of absence has been granted, shall be entitled, at the expiration of the time stated in such leave, to be reinstated to the position in which he was employed at the time the leave was granted.

(178) A regular employee may be granted leave without pay by the County Road Commission for any of the following reasons:

(a) By reason of physical disability.

(b) Because of reasons sufficient in the opinion of the County Board of Road Commissioners to warrant such leave.

Leaves for any of the reasons stated above will not be granted for more than six months but may be reviewed at the option of the Commission on written application by the employee on leave.

An employee granted leave of absence hereunder shall be restored to his position on the expiration of his leave, or if approved by the Superintendent/Engineer before the expiration thereof.

One agreement included a role for the union in presenting personal leave requests, and allowed the employee's department head to approve leaves of 30 days or less, but referred requests for longer periods to a personnel committee:

(148) Applications for leaves of absence without pay for personal reasons shall be made in writing to the department head and shall be presented to the union. A leave of absence may not be granted for the purpose of taking other employment; however, the term "other employment" shall not include union duties. Union duties do not include the taking of a full-time position with the union as a representative.

The granting of such leave and the length of time for such leave shall be contingent upon the reasons for the request. The department head may grant leaves of absence without pay for thirty calendar days or less without further authority of the Personnel Committee. Leaves of absence for more than thirty calendar days shall be referred to the Personnel Committee by the department head with a recommendation, and all such leaves, if granted, shall be for a specific period of time.

Table 25. Maximum paid vacations in State and county collective bargaining agreements by level of government, 1972-73

Maximum paid vacation	All agreements		Level of government					
			State		County			
					Los Angeles		All other counties	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	41	61,312	171	127,878
Total with vacation provisions	252	266,657	97	129,655	14	19,928	141	117,074
2½ weeks	1	1,200	1	1,200	—	—	—	—
3 weeks	8	3,684	—	—	—	—	8	3,684
3½ weeks	6	7,545	4	5,917	—	—	2	1,628
4 weeks	106	112,075	20	39,063	4	12,882	82	60,130
4½ weeks	1	180	1	180	—	—	—	—
5 weeks	44	42,093	14	15,807	—	—	30	26,286
6 weeks	2	2,715	—	—	—	—	2	2,715
Reference to vacations; no details given or no maximum specified	84	97,165	57	67,488	10	7,046	17	22,631
No reference to vacations	66	73,790	9	21,602	27	41,384	30	10,804

Table 26. Number of paid holidays in State and county collective bargaining agreements by level of government, 1972-73

Number of paid holidays	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Total with holiday provisions	199	228,579	56	87,995	143	140,584
5 days	1	600	1	600	—	—
5 days + 1 or more half days	1	3,200	1	3,200	—	—
6 days	1	95	—	—	1	95
6 days + 1 or more half days	7	695	—	—	7	695
7 days	4	318	—	—	4	318
7 days + 1 or more half days	7	1,301	—	—	7	1,301
8 days	9	1,876	1	600	8	1,276
8 days + 1 or more half days	3	266	1	92	2	174
9 days	16	6,652	5	3,449	11	3,203
9 days + 1 or more half days	13	3,715	5	1,353	8	2,362
10 days	36	47,738	7	23,048	29	24,690
10 days + 1 or more half days	12	19,637	—	—	12	19,637
11 days	36	21,709	15	4,068	21	17,641
11 days + 1 or more half days	9	14,592	—	—	9	14,592
12 days	20	44,991	10	31,415	10	13,576
12 days + 1 or more half days	4	2,380	—	—	4	2,380
13 days or more	7	7,876	2	1,769	5	6,107
Reference to administrative regulations or State Law	13	50,938	8	18,401	5	32,537

Table 27. Selected payments for time not worked in State and county collective bargaining agreements by level of government, 1972-73

Provision	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Reporting pay	44	23,308	17	9,828	27	13,480
Call-in/call-back pay	167	216,027	56	77,218	111	138,809
Rest periods	100	100,821	54	59,202	46	41,619
Wash-up/clean-up time	43	34,978	35	28,621	8	6,357
Jury-duty and/or court-witness pay[1]	141	194,774	53	79,804	88	114,970
Sick leave[2]	266	296,218	89	120,263	177	175,955
Funeral leave[3]	200	220,675	73	91,507	127	129,168
Military leave	82	78,242	44	58,571	38	19,671
Personal leave days	51	77,915	6	11,937	45	65,978
Terminal leave	8	12,578	1	57	7	12,521

[1]Includes 6 agreements with court-witness pay only and 58 agreements with court-witness pay and jury-duty pay.

[2]Includes 85 agreements which permitted sick leave to be converted to other leave or to pay.

[3]Includes 58 agreements which provided that time taken off for funeral leave would be charged to annual or sick leave.

NOTE: Nonadditive. An agreement may contain more than one of the provisions listed.

Table 28. Leave of absence provisions in State and county collective bargaining agreements by level of government, 1972-73

Reason for leave	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Union business	102	138,174	48	81,749	54	56,425
Education	91	120,306	37	71,988	54	48,318
Maternity	126	187,886	48	75,430	78	112,456
Personal	74	56,310	35	28,658	39	27,652

NOTE: Nonadditive. An agreement may contain more than one of the provisions listed.

Chapter 7. Working Conditions

Work assignments

Provisions detailing how employees are selected for work assignments were included in 17 percent of the contracts, covering 22 percent of the employees in the study (table 29). These procedures are designed to meet both the need of the government employer to fill job vacancies with qualified workers and the desires of individual employees for work in different locations or on different shifts or jobs than where they are presently serving.

Many of the provisions required vacancy notices to be posted for a number of days prior to selection, generally for a period of 2 weeks or less. In the event that more than one person applied for a particular job or assignment, seniority was the determining factor in nearly all cases; however, skill, ability, experience, and other requirements of the position also were frequently considered:

(106) Seniority, as defined in the above paragraph, shall be the determining factor in all cases pertaining to the selection of assignments, work schedules and reassignments to any other location within the division other than the location where the employee is assigned at the time in question.

(189) Management will maintain a central file in which permanent employees may indicate their first and second work location preferences. The County Librarian's Personnel Newsletter, or special bulletins in case of emergency, will indicate positions open since the last notification. In cases in which failure to fill positions would result in diminishment of public service, the position will be filled on a temporary basis, otherwise the position will remain open for a two week period after notification. The seniority of the employees requesting such reassignment will be considered but the ultimate placement will be determined by the requirements of the position.

(169) The following procedure will be used as a first step in filling vacancies in positions other than professional or administrative, as defined by the Fair Labor Standards Act. Trial service employees may make requests under this procedure, but the Hospital and Training Center is not obligated to honor their request.

(1) A notice of vacant positions to be filled in the department or unit, shall be posted on the department or unit bulletin board and on a central bulletin board. The vacancy notice and description shall remain posted for at least four days. Employees shall have an opportunity to request assignment change to the vacant position.

(2) Regular employees within the department, unit, or service where the vacancy occurs shall have first chance for assignment, provided that:

(a) They hold the same job classification as the vacant position.
(b) They are of the appropriate sex as required to fill the job requirements.
(c) They are deemed qualified by experience and skills for the specific position.
(d) Unless the senior employee has significant deficiencies in reference to the specific job assignment, seniority shall determine the assignment.
(e) Senior employees not receiving an assignment request will be notified of the reasons for disqualification.
(f) An employee shall not exercise his rights to effect an assignment change through this requesting procedure more than once in nine months unless no other employee has bid for the assignment or unless by mutual agreement a more frequent assignment change is authorized.

(3) Regular employees in other departments, units or services shall be considered next for vacancies under the same provisions as in Step 2 above.

One contract made seniority the determining factor for lower paid positions and qualifications of employees the determining factor for higher paid positions, except where those qualifications were equal. Where employees with greater seniority were not selected, provisions required State and county employers to notify them in writing of the reasons for nonselection. Employees might be limited in how many times they could transfer:

(14) If a regular job opening is not filled from within a seniority group, and the University determines to fill the opening, the regular job opening, except for openings in Pay Grade 1, will be posted throughout a posting area as set forth in Appendix E for five calendar days. When the opening is filled, the employee with the most seniority among the bidders in the posting area who has the qualifications will be given the promotion or transfer when the classification is assigned to Pay Grade 2 through 6. When the classification is assigned to Pay Grade 7 or above, qualifications shall be the determining factor, except that among those with relatively equal qualifications seniority shall control.

(177) Changes in work assignments (transfers from one

work location to another) shall be offered to all employees whenever a vacancy occurs or a new position is established by an increase in the total legislatively authorized complement. Such openings shall be posted in each work location for a period of not less than seven calendar days before the vacancy is filled. Whenever possible such changes shall be granted on the basis of seniority should more than one employee desire the assignment. When an employee having greater seniority is passed over, he shall be notified in writing. Should it be necessary for any reason, to assign an employee to a new work location, whenever possible such assignments shall be made on the basis of inverse seniority.

Changes in work assignment to fill posted vacancies shall be limited to no more than two per original vacancy. Upon being granted a transfer, the employee shall not be eligible to exercise his transfer rights for two years.

(161) In the event of a vacancy or a newly-created position employees shall be given the opportunity to transfer on the basis of seniority in the department if qualified. In such cases all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the Hospital at least four calendar days prior to filling such vacancy or newly-created position. Management will give the union a copy of all postings dated at time of posting.

Restrictions on subcontracting

Provisions limiting subcontracting were included in 36 of the agreements studied (table 29). Contracting-out provisions usually govern the circumstances under which subcontracting is permitted, thereby precluding unilateral decisions by the employer. The government administrator was permitted to subcontract work under a variety of conditions—in emergencies, when it was necessary to get a specific job completed, or when the bargaining unit did not have the requisite skills, equipment, or number of employees necessary to complete a given task. If bargaining unit employees were capable of performing the work, subcontracting might be prohibited. Some provisions also restricted subcontracting, or required consultation with the union, when employees would be laid off as a direct result:

(104) The parties recognize that the University may contract out or sub-contract work in any department covered by this agreement, in cases of emergency, or temporary employment, or in cases where specialized, professional or technical services are required and where present employees do not possess the skill in sufficient number to perform the required work.

In the event of such contracting out or subcontracting, no employee shall be laid off or take a reduction in pay as a direct result thereof.

(94) The Commission will not sub-contract work normally performed by bargaining unit employees if and when in its judgment, it has the available manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work can be performed by bargaining unit employees on an efficient and economical basis. It is not the intent of the Commission to sub-contract work which would result in a layoff of the then present employees.

(103) The State shall not contract out for goods and services performed by members which will result in any member being reduced or laid off without prior consultation with the PBA concerning any possible effect on the terms and conditions of employment of members covered by this agreement.

(190) . . .County shall have the sole right to contract for any work it chooses and to direct its employees to perform such work wherever located subject only to the restrictions imposed by this agreement and the Wisconsin Statutes. In the event the employer desires to subcontract any work which will result in the layoff of any county employees, said matter shall first be reviewed with the union.

One agreement barred subcontracting even though the job required overtime to complete:

(144) The employer shall not farm out work that the bargaining unit can perform with a reasonable amount of overtime and that can be done in the best interest of the employer.

Another provision sought to protect negotiated standards by requiring that any subcontracted work be performed by workers under union contract. First choice was to go to workers represented by the union signatory to the agreement; otherwise, employers under contract with other AFL-CIO affiliates were to be called in:

(13) In the event any work normally performed by the employees covered by this agreement is let to a contractor, said contractor shall be one having an agreement with the International Brotherhood of Electrical Workers. Other work normally performed by employees covered by this agreement shall be let to contractors who are affiliated with AFL-CIO. Non-electrical worker contractors are permitted to install non-metallic conduit under roadways.

Restrictions on work by supervisors

Supervisors were restricted from performing duties of bargaining unit employees in 24 agreements (table 29). These provisions were generally included as a form of job security, retaining work for employees in the bargaining unit. In most cases the restriction was not absolute, since supervisors were allowed to perform bargaining unit work during periods of emergency or for such purposes as testing or instructing employees in the use of new materials or methods of operation, or when operational difficulties were encountered. Work by supervisors was also permitted if an adequate number of employees was not available. In some contracts employees designated as "working foremen" were excluded from these restrictions:

(127) Supervisors and foremen shall not perform work of any job classification of the bargaining unit. It is, however, understood that under emergency conditions when regular employees are not immediately available, supervisors and foremen may perform bargaining unit work.

Also it is understood when it is necessary to test, demonstrate, or instruct employees in the use of new materials, or new methods of operation, or when operational difficulties are encountered, supervisors and foremen may perform bargaining unit work.

(88) No supervisory employee, excluded from the terms of this agreement, shall perform the work of any employee or employees covered by this agreement except for the purpose of instruction or in an emergency; provided, however, that this paragraph shall not apply to so-called "working foreman" whose duties have been established by custom heretofore followed. The provisions of this article shall apply to any employee temporarily acting in a supervisory capacity.

Some provisions stated that any work performed by supervisors was not to result in any employees being laid off or removed from a job classification. One provision permitted any employee so affected to be compensated for loss of pay and another granted an arbitrator authority to award back pay should layoff result:

(14) Work regularly and customarily performed by an employee shall not be performed by a supervisor to the extent that it results in his layoff or removal from a classification. If any such incident occurs the employee shall be compensated for any loss in hourly rate, plus shift or special schedule premium, if applicable.

(154) A. Definition of Bargaining Unit Work: The following definition specifically excludes all matters set forth in the "Management Rights Article" of this agreement.

All work and services connected with or incidental to the handling or selling of merchandise offered for sale to the public in the employer's retail or wholesale establishments covered by this agreement shall be performed by employees within the bargaining unit for which the union is recognized as the exclusive bargaining agent by the employer.

B. Except as hereinafter provided, the purposes of this article is to phase out the "past practice" which permitted Liquor Store Managers to perform as clerks during substantial periods of their work day.

C. Liquor Store Managers shall not perform bargaining unit work so as to cause the layoff or prevent the return to work of an available competent employee.

During the term of this agreement, the employer shall not layoff for lack of work any full-time clerk who was in compensatory status on June 30, 1973.

D. Nothing in this article shall be construed to prevent Liquor Store Managers from performing clerk work for the purpose of investigation, research, instruction, training or provide customer service in emergencies.

E. The provisions of this article shall not apply to any store or situation where it is impractical because operational requirements demand that there be a commingling of Liquor Store Manager and retail clerk duties in order to operate and provide adequate services to the public.

F. The authority of an arbitrator under this article shall be limited to awards only in accordance with the language hereinbefore set forth. The arbitrator shall not be permitted to make back pay awards under this article except pursuant to the provision of Section C above.

Grievances under this article shall begin at the third step of the grievance procedure and proceed in the usual course thereafter. The permanent arbitrator for purposes of the article shall be J. Perry Horlacher.

Training

Many agencies conduct training programs for their employees. By keeping their labor force up-to-date in a time of rapidly changing technology, employers develop more efficient personnel to provide better service to the public. Employees, in turn, benefit from training programs by enhancing their job security and increasing their earnings potential.

Three training or training-related provisions were examined in this study. The most common was in-service training, but a significant number of tuition aid provisions was also found along with several clauses providing educational incentive pay (table 30).

In-service training. Twenty-nine percent of the employees in this study were provided with some form of in-service training, which was generally available to all interested employees. In-service training usually involved agency-sponsored classes during working hours, but could also include on-the-job training. While training programs usually were initiated by management, the employee organization often was informed or consulted. Being notified allowed the union to monitor programs and to ensure that all employees were aware of such opportunities:

(42) The employer and the Association recognize the need for in-service educational programs for most unit employees and the need for expansion and improvement in many existing programs. Where programs are implemented, improved or expanded, the Association will be consulted on the quantity, quality and subject matter.

(191) Management and Local 602 recognize the importance of appropriate training for employees within the unit. Departmental management will continue in-service training programs to meet this mutually desirable objective. Management will make information concerning new in-service training programs available to Local 602 prior to implementation.

(192) The County shall provide relevant training for each new, reassigned or promoted employee. At a minimum, training shall consist of on-the-job training by the immediate supervision in addition to the departmental orientation program in existence.

Each employee within the bargaining unit shall be entitled to up to one hour of individual supervision each week, if needed.

The County shall provide relevant and on-going training for any employee deemed not to be performing adequately in a given area. Training is to be carried out by the immediate supervisor in groups, if there is a group need, or individually, if there is an individual need . . . .

Several agreements provided for greater union participation by establishing joint training committees. The union's role varied from making suggestions to actual participation in the planning and implementation of training programs. One contract required, in addition, a minimum amount of training monthly; another set forth procedures for the formulation of a training proposal by interested employees, subject to approval and available funding:

(84) . . . Training Committee: There shall be a training committee consisting of 3 union representatives and 3 representatives of the Department. This committee shall continue to meet and have input into developing new training programs and input into improving training programs, and will meet at least bi-weekly, until it is satisfied that a suitable program has been developed. Subsequently, this committee will meet every three months for review of training programs, except that if one half of the committee calls for additional meetings these will be held.

2.b. This committee shall function as a subcommittee of the Labor Management Committee and deal with matters of training. Any matters which cannot be resolved by this committee shall be referred to and reviewed by the Labor Management Committee.

3. The Department realizes that no employee, upon the completion of orientation, is prepared to assume a full workload on a proportionate basis. In light of this, it recognizes its responsibility to gradually introduce a new worker to his workload. This gradual introduction should, at minimum, be two months . . .

5.a. Any group of at least 15 workers can formulate a proposal for their own in-service training group. Training specialists will be a resource to the group.

(1) The group as part of their proposal shall seek out a group leader as well as guest speakers for an initial program.

(2) The planned program shall have a specific duration and regularly scheduled sessions.

(3) The selection of topics to be discussed and issues to be raised shall be decided by the group itself in their proposal.

(4) The group may propose meeting during office hours and may schedule Department facilities for that purpose in their proposal.

(5) The Department shall make available to new groups evaluations from previous ones including their recommendations of resources for speakers and the group leader. Each in-service training group shall be responsible for evaluating their own group as well as providing their recommendations for group leaders and speakers.

b. The proposal shall initially be submitted to the appropriate administrator for approval with a copy to the Central Training Unit. If funding is necessary, it shall be sought and, failing the availability of funds alternate methods of implementation shall be considered.

(129) a) There will be formed a Food Service Manpower Development Committee.

b) The Manpower Development Committee shall be composed of five members. Two of them shall be named by Local 119, and three shall be designated by the Director of Personnel Services. Of these three, one shall come from Auxiliary Services, one from Personnel Services and one from elsewhere on the Urbana Campus. The designee from the Personnel Services Office shall act as chairman of the group.

c) The Manpower Development Committee shall review—or cause to be reviewed— the work experience, the training, and the vocational interests of employees in classes represented by the union and shall identify University jobs that represent feasible ambitions for employees who seek advancement outside of their present assignments.

d) The Manpower Development Committee shall obtain projections of job openings in the jobs identified in paragraph (c) above and develop procedures whereby a reasonable number of employees will be offered opportunity for training or experience needed for advancement to such jobs. In developing such procedures, consideration will be given to the use of the trainee approach authorized in Rule 7.6 of the System Rules, as well as to other approaches, including, but not limited to, consideration of the possible waiver of any second probationary period otherwise required after the completion of the traineeship and Civil Service Examination.

(187) The Nurses Committee shall participate in the planning and implementation of a post orientation program organized for the specific purpose of promoting continuous learning experiences necessary for the performance of assigned duties. It shall involve continuing guidance and stimulation of the staff and may stem from activities within the agency or within the community. The activities may be both planned and spontaneous that effect the growth of the staff individually and collectively result in the improvement of service and in increased job satisfaction. There shall be no less than two programs monthly (each of at least one hour's duration).

Tuition aid. One-fifth of the agreements studied provided for reimbursement of tuition to employees who took courses at an educational institution (table 30).

A minimum length of government service and advance approval were common prerequisites for the receipt of tuition aid. The request for approval might include a statement of the benefits to be derived by the employer as well as the employee. If an employee's request was denied, he or she often had to be notified of the reasons for denial. In a few instances, the decision was subject to the grievance procedure. In addition to providing tuition reimbursement, payments could also be made for traveling expenses, books and registration,

and laboratory and other required fees. Payment could be limited to a certain percentage of the tuition costs, or a maximum dollar amount; it could be applied to a maximum number of credit hours or to approved job-related subjects. Courses were usually taken on the employees' own time; however, paid time during working hours was granted in a few contracts. Payment generally depended on the successful completion of the course by obtaining a grade of "C" or better. The employer could make the payment directly to the educational institution or to the employee:

(193) After one year employment and upon prior approval of the County Department Head, an employee will be entitled to tuition reimbursement of up to six credits upon presentation of a certificate of successful completion and voucher evidencing the cost of such credits. If the employee's application is denied, he shall receive a written statement of explanation for such denial. This shall be subject to the grievance procedure.

(141) . . . Employees in this bargaining unit who are employees of the Board of Wayne County Commissioners and desire to continue their education and have Tuition Reimbursement should do the following:

1. Submit their request to the Appointing Authority at least one month before such course or courses are to begin.
2. Outline in the request what benefit the course will be to the employee and the employer.
3. The Appointing Authority will notify the employee if such request for tuition reimbursement is to be approved or denied. If request is denied, the reasons for the denial will be sent to the employee.
4. Employees applying for tuition reimbursement shall receive the tuition monies only after the employee has submitted documentation as to the amount of the tuition and successful completion of the course.
5. All continuing education will be done on the employee's time, after the employee's normal work hours.
6. For employees of the general fund, the refund will be 100% of actual tuition but will not exceed a total of $400.00 for any one employee during any one fiscal year.

(194) Management agrees to recommend to the Board of Supervisors that an employee be reimbursed for the cost of required book(s) used under provisions of the Tuition Refund Program.

(195) With the approval of the county the costs involved in out-service training pursued by employees on a part-time basis, including tuition and registration, laboratory, and other required fees, but not including books, instruments, or other materials retained by the employees, may be paid for by county departments either by making direct payment to the institutions or other organizations providing the training or by reimbursing the employees. If the part-time out-service training occurs during the employees' regular working hours, the employees may be granted leave with full pay. Employees may be reimbursed for traveling expenses incurred during such leave and in connection with such training in accordance with the existing traveling expense regulations.

(14) A full-time employee will be eligible to receive a tuition refund. . .if (1) he has more than six month's seniority at the time of enrollment in an educational course approved by the University at, or through, an educational or training institution approved by the University and (2) he has successfully completed the educational course and (3) he was on the active employment rolls throughout this entire period. Approvals must be authorized prior to enrollment. "Successful completion" means a final transcript grade of "C" or better for credit courses and a certificate of satisfactory completion for a non-credit course.

An "educational course," within the meaning of this article, is one which either (1) is job-related or (2) prepares the employee to enroll in one that is job-related. The term "job-related" includes preparation for potential promotion as well as improvement in currently utilized skills and knowledge.

An eligible employee will receive a tuition refund of not more than seventy-five percent or one hundred dollars per term, whichever amount is less, for the cost of tuition paid by the employee. In no case shall an employee receive a tuition refund in excess of two hundred dollars for courses taken in any twelve month period.

Educational courses under this program are to be taken during non-working hours.

Some contracts for college and university personnel call for tuition waivers for eligible employees, and this may be extended to the employee's spouse and children:

(188) All regular full-time employees who are otherwise qualified to take college level courses may take such course offerings of State College, without cost. This applies only to regular fees charged all students for enrollment for a specific number of term hours. All other special or incidental fees such as music fees, special course fees, parking, etc., are the employee's responsibility.

To be eligible to enroll in college courses, an employee must:

(a) Prepare and submit the information requested on the "Request to Enroll in College Courses Offered by Ferris State College" form provided by the College.

(b) Take not more than two courses per quarter. One course may be taken during working hours subject to the approval of the immediate supervisor concerned. Release time will be considered time without pay. However, arrangements should be made with the supervisor for makeup of such time to provide for eight hours of work per workday.

(c) Complete course and return duplicate copy with copy of grade slip for filing in the employee's personnel jacket.

(185) Tuition waivers shall be requested for any employee at Community College taking any courses at State University of New York member colleges. Requests for tuition waivers for educational purposes at S.U.N.Y. colleges shall be consonant with the S.U.N.Y. policy.

Faculty members, their spouses and children shall be allowed to take courses at the College for credit or audit, without tuition cost, on a space available basis.

Among related provisions were some which granted employees full or partial pay while taking work-related courses and others which provided employees with paid time to attend professional conferences, seminars, or other programs:

(102) A full-time permanent police officer may be given educational leave with full or partial pay, for the purpose of taking courses directly related to his work as determined by the Director of Police and the Director of Personnel.
Requests for such leave must be approved in advance by the Personnel Board and the County Executive, and may not exceed a total of twenty days or one hundred and sixty hours in any one calendar year. Educational leave for a longer priod may be granted in special cases of unusual merit and of great benefit to the County government. In such cases, the employee must agree in writing to return to work for a minimum period of one year after expiration of the educational leave.

(196) With the prior approval of the employer, every attorney within the bargaining unit shall be entitled to attend professional conferences, seminars or programs which are designed to contribute to the advancement of his professional competence in an area relating to his work assignment. The selection of the conference, seminar or program shall be made by the employee, and the required travel time and attendance to and from the conference shall be considered as time worked and paid at the employee's regular salary rate . . . .

Educational incentive pay. Eighteen agreements granted additional pay to those employees who completed an advanced course or degree. Most provisions were found in agreements covering professional and technical personnel, or police and fire employees (table 30). Educational incentive provisions represent a deliberate effort by government administrators to improve the quality of service provided to the public, first, by encouraging present employees to upgrade skills and abilities, and second, by attracting new employees who already possess desirable qualifications.

The differential was usually paid upon completion of a degree related to the field of work in which the employee was engaged. The amount could be graduated according to the degree earned, with higher salary levels for more advanced degrees. Some provisions stated that payments would be prorated if the degree was earned during the year:

(150) Bargaining unit members who meet the requirements for a Ph.D. or Ed.D. (or equivalent degree), as certified by the granting institution, and who have not previously held such a degree shall have added to their ten month salary the sum of $1,000. If such a degree is received during the term of a ten month contract, the $1,000 shall be prorated according to relationship of the time remaining on the bargaining unit member's ten month contract to their total contract. For determination of increases in salary, the $1,000 shall be treated as part of a bargaining unit member's base salary.

(136) An annual Educational Differential Premium shall be paid to all regularly scheduled full time employees who possess the following academic degrees in the field of nursing from an accredited educational institution:

1. Baccalaureate Degree	$150.00
2. Masters Degree	350.00
3. Doctorate Degree	500.00

Such differential shall not be compounded and shall only be paid to an employee who possesses such degree which is beyond the qualification of the position the employee holds. Only one such educational differential premium shall be applicable in any given year.

Less frequently, educational incentives were paid on a continuing basis rather than upon completion of a degree. In this case, extra compensation would be received only as long as the employee completed a minimum amount of training during each qualifying period:

(159) County agrees to continue in force during the term of this agreement the educational incentive compensation program for law enforcement personnel of the Sheriff's Department. This program includes the following features: a minimum of $25.00 per month for each eligible officer completing the specified minimum educational requirements during the specified calendar period with the extra compensation to continue no more than twelve months after the period during which the education was received. Extra compensation will be continued only if the minimum training continues during each qualifying period.

Moonlighting

Provisions referring to outside employment or "moonlighting" by members of the bargaining unit were included in only 10 agreements, covering 7,770 workers. Perhaps one reason for the relative infrequency of these provisions is that State laws, local ordinances, personnel regulations, or civil service rules often cover outside employment. Another factor is that moonlighting is mentioned only when the employer wishes to control such activity.

While none of the contracts in the study prohibited moonlighting, they did require advance approval or stipulated that such employment could be performed only outside of regularly scheduled work periods and would not be allowed to conflict with the performance of the employee's government duties:

(32) No employee shall hold a full-time job, or its equivalent, in addition to his regular full-time County employment.
Supplementary employment is not encouraged but is permitted under the following conditions:

(a) That the additional employment must in no way conflict with the employee's hours of County employment, or in quantity or interest conflict in any way with the satisfactory and impartial performance of his County duties.

(b) Employees shall notify in writing the facility administrator of supplementary employment.

(c) Employees shall keep the facility informed of contemplated changes in supplementary employment.

(d) In the event such administrator concludes that such supplementary employment conflicts with the County employment as in (a) above, the administrator shall then direct the employee to discontinue the supplementary employment which order shall then be subject to the grievance procedure.

In January each year the employer shall post a notice requiring each employee engaged in supplemental employment to renew, in writing, his/her request to hold such outside employment.

(196) Employees within this bargaining unit may engage in any employment or activity which is not in conflict with the present policy of the separate employers or regular or assigned duties as a County, Road Commission, or Court employee. Such outside employment or activity shall not be engaged in during an employee's regularly scheduled or assigned working hours.

Of the 10 agreements mentioning outside employment, 7 were found in law enforcement. Police departments often want to have a voice in what kind of outside employment, if any, officers will have. In addition, the nature of police work, where employees are usually required to be available for emergency duty and may occasionally be rotated from shift to shift, explains the prevalence of such clauses in this government activity[7]:

(31) No employee covered by this agreement shall work for another security unit or another law enforcement agency without oral or written consent of the Sheriff.

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

[7]For a fuller discussion of moonlighting, see *Collective Bargaining Agreements for Police and Firefighters,* BLS Bulletin 1885, pp. 44-45.

Table 29. Selection of work assignments and restrictions on subcontracting and work by supervisors in State and county collective bargaining agreements by occupational group, 1972-73

Occupational group	All agreements		Selection of work assignments		Restrictions on subcontracting		Restrictions on work by supervisors	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	54	76,251	36	23,303	24	17,487
Blue-collar or manual	73	30,021	15	11,471	17	3,547	15	7,308
Professional or technical	67	68,974	10	19,848	1	700	—	—
Clerical	4	2,739	—	—	—	—	1	2,500
Police and fire	31	31,750	3	8,782	3	4,543	2	668
Blue-collar and clerical	10	5,830	2	3,766	3	2,676	2	3,766
Professional, technical, and clerical	6	21,032	—	—	—	—	—	—
Blue-collar and professional	14	10,051	3	703	2	1,087	1	55
Police, fire, and technical	5	12,911	—	—	—	—	—	—
Other	108	157,139	21	31,681	10	10,750	3	3,190

NOTE: Nonadditive. An agreement may contain more than one of the provisions listed.

Table 30. Training provisions in State and county collective bargaining agreements by occupational group, 1972-73

Occupational group	All agreements		In-service training		Tuition aid		Educational incentive pay	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	72	100,337	62	56,889	18	12,439
Blue-collar or manual	73	30,021	13	11,232	11	3,442	—	—
Professional or technical	67	68,974	29	25,889	24	14,927	8	3,603
Clerical	4	2,739	—	—	—	—	—	—
Police and fire	31	31,750	5	6,932	5	5,367	5	1,755
Blue-collar and clerical	10	5,830	3	4,266	1	2,466	—	—
Professional, technical, and clerical	6	21,032	2	16,253	2	317	—	—
Blue-collar and professional	14	10,051	3	4,765	—	—	—	—
Police, fire, and clerical	5	12,911	—	—	—	—	2	2,856
Other	108	157,139	17	31,000	19	30,370	3	4,225

NOTE: Nonadditive. An agreement may contain more than one of the provisions listed.

Chapter 8. Grievance and Impasse Procedures

A means for resolving disputes before employees resort to a walkout is fundamental to the labor-management relationship in government as well as in private operations. Even before the advent of collective bargaining in State and county governments, employers had recognized the right of an employee to appeal actions taken (or not taken) by supervisors, and, therefore, had unilaterally established grievance procedures in agency regulations. In addition, procedures were set up by law or civil service rules.

Collective bargaining brought the development of jointly negotiated grievance systems. Of the 318 agreements studied, 285, or 9 out of 10, had grievance procedures (table 31). More than four-fifths of these were jointly negotiated; only 29 contained contractual references to unilaterally established grievance systems. An additional 22 agreements included a combination of negotiated and mandated procedures for the handling of grievances. In many of these, the method of resolution varied with the step of the procedure, generally with the negotiated procedure available in the early steps and government procedures at the later stages. A few allowed employees to select the procedure, usually with the understanding that the choice, once made, would be final and that recourse to other remedies was thereby waived:

(38) 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:
Step 1. The employee shall take up grievance or dispute with the appointed Committee representatives and state in writing the text of the grievance.
Step 2. The Committee representative will take up grievance with employee's immediate Supervisor and Department Head within five working days.
Step 3. If grievance has not been settled, the Committee representative turns grievance over to the Civil Service Committee, who will then set up meeting with Clerk/Administrator.
Step 4. If grievance is not settled, the Committee representative will make arrangements to meet with Freeholder in charge of Department within fifteen working days.
Step 5. Civil Service Committee requests to meet with the full Board of Chosen Freeholders in order to arbitrate the unsettled grievance within thirty working days.
Step 6. If the grievance still remains unsettled, the employee or the Civil Service Committee will then arrange a hearing with the Civil Service Commission or Public Employee Relation Commission pursuant to rules and regulations established by P.E.R.C., under provision of Chapter 303, Laws of 1968.

(63) A Civil Service employee may process his grievance through either the Civil Service appeal procedure or the grievance procedure set forth in this recommendation. If an appeal is filed under the Civil Service appeal procedure, while proceedings are taking place under the memorandum procedure, then this grievance procedure shall cease and shall not be permitted to be reinstituted. If an appeal is filed under the Civil Service appeal procedure, the employee shall not be entitled to institute proceedings under this grievance procedure, all rights to do so being waived by the exercise of an option by the employee to utilize the Civil Service procedure.

Scope of the grievance procedure

Ninety-three percent of the agreements with grievance procedures included a definition of a grievance (see table 31). These were about evenly divided between definitions which permitted any and all matters to be "grieved" and those which limited use of the procedure to complaints involving the interpretation and application of the contract.

Definitions applying only to the application and interpretation of the contract were generally concise statements:

(197) 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.

Arrangements which provided employees with an avenue of appeal for any complaint could take the form of brief general statements that the procedure could be used for "any and all disputes" or they could specify the subjects such as existing laws, rules, procedures, regulations, administrative orders, or work rules which were included in addition to the interpretation and application of the contract. In one agreement, items that would be excluded from the procedure as well as those that would be included were set forth:

(43) All issues and disputes arising from the terms and conditions of employment will be resolved in accor-

dance with the grievance provisions of this agreement.

(121) A "grievance" shall mean any violation, misinterpretation or inequitable application of this agreement, existing laws, rules, procedures, regulations, administrative orders or work rules of the County of Rensselaer or a department thereof or any other condition of employment which relates to or involves the employee or employees.

(198) 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, they shall be settled under the provisions of this article.

(146) "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of this contract, or of applicable existing laws, rules, procedures regulations, administrative orders or work rules which relate to or involve employee health or safety, physical facilities, materials, or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, or as to any matter as to which the County is without authority to act.

Grievance settlement

While the emphasis in grievance procedures is on early settlement, inevitably some grievances are not easily resolved. When settlement is stalemated, factfinding, mediation, and arbitration may be used to resolve the issue.

Factfinding in grievance cases was found in only 5 agreements, 3 of which allowed the factfinder to make recommendations for settling the dispute. The cost of the factfinder would be shared by the parties:

(141) . . . If the grievance is still unresolved after the above step, either party may submit the grievance within 30 days to factfinding under the rules of the American Arbitration Association which shall act as administrator of the proceedings.

The factfinder shall have no power or authority to add to, detract from, alter, or modify the terms of this agreement.

Each party will bear the full costs for its side of factfinding and will pay one-half of the cost of the factfinder.

As with factfinding, mediation to settle grievances was only rarely resorted to and was provided for in 7 agreements:

(199) 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 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.

Arbitration was by far the most prevalent of the grievance impasse procedures. It was included in 85 percent of the agreements with grievance procedures (table 31). Clauses provided for a final and binding decision by either a single arbitrator or a panel composed of representatives of the employer and the employee organization and a neutral third party. Provisions often set forth the basis for selecting an arbitrator and time limits were created for requesting arbitration, holding a hearing, and submitting a decision:

(156) The grievance committee shall consist of 3 members:

1. One member shall be appointed by the employer for an indefinite term to serve at their pleasure.
2. One member shall be appointed by the employee's association for an indefinite term to serve at their pleasure.
3. These members so appointed shall attempt to settle the grievance at issue. If they cannot agree, then these members so appointed shall select a third member as an impartial arbitrator . . .

The duly selected arbitrator shall serve only for the period of time needed to adjudicate a specific grievance.

A quorum of the committee shall consist of the full committee—two concurring votes shall prevail in all matters before the committee . . .

(200) In the event the Association or the Board is not satisfied with the statement of the other with respect to the grievance, it may, within fifteen days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven arbitrators. A copy of such request shall be forwarded to the Chairman of the Board of Supervisors or the President of the Association Chapter.

Upon receipt of the names of the proposed arbitrators, a designee of the Board and the Association shall strike names from the list until one ultimately is designated as the arbitrator. A coin flip shall determine the party who begins striking such names.

The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted and be binding on both parties. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.

(192) The request for arbitration shall be submitted to the New York State Public Employment Relations Board requesting a panel of five names to be submitted to both parties to the dispute. The parties shall select an arbitrator from the panel submitted by alternately

striking the names from the panel until one name remains. The remaining person shall be the arbitrator in the dispute.

The arbitrator shall conduct a hearing within ten business days of the request for hearing.

The arbitrator, after reviewing oral and written statements presented at such hearings, shall respond in writing to both parties to the dispute within thirty days following the close of such hearing. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

In one instance, a limitation was placed on the use of binding decisions where the enactment of legislation was necessary:

(154) The decision of the arbitrator shall be final and binding in all cases submitted to him except where the decision would require an enactment of legislation in which case it shall be binding only if such legislation is enacted.

Advisory rather than binding arbitration of disputes was provided in only one-fifth of the agreements with grievance provisions. Under these provisions, the employer could accept, reject, or modify the decision of the arbitrator. Agreements often designated the official who had the power to make this decision. Some Los Angeles County agreements, while providing for advisory arbitration, permitted the parties to agree to a final and binding decision:

(201) A written decision of an arbitrator resulting from the arbitration of a grievance under the following articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition
Purpose
Implementation
Term
Renegotiation
Non-Discrimination
Safety and Health
Payroll Deductions and Dues
Leaves of Absence/Employee Organization Leave
Authorized Agents
Provisions of Law
Posting of Vacancies

(8) Should the union or the Chief, Registrar's Bureau, consider the decision of the Board of Arbitration unsatisfactory, appeal to the Attorney General as head of the Department of Justice for a final and binding determination of the grievance shall be perfected as follows:

The appealing party shall within ten working days after receiving the findings and order of the Board of Arbitration give notice of appeal, by filing the same with the Attorney General and serving a copy of the appeal on the other party. The party filing the appeal shall within twenty working days of filing the appeal, and at its own expense cause a verbatim transcript of all matters which transpired at the hearing together with findings, conclusions, order and minority decision, if any, to be prepared and filed with the Attorney General and shall serve a copy on the other party. Such appeal to the Attorney General shall be based solely on the transcript and either party shall have the right to deliver a written argument supporting his appeal and the other party shall have a right to reply to such argument in writing. The Attorney General's decision in the matter shall be final and binding on all parties.

(78) 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.

Because of the expense involved in grievance arbitration proceedings, most of the agreements with procedures stipulated that costs would be shared by the parties to the dispute (table 31). Costs were shared equally in nearly all cases; however, in a few instances the losing party had to pay for the single arbitrator or for the neutral member of a tripartite arbitration panel:

(202) Any necessary expenses for the services of arbitrators shall be borne equally between the parties. If either party desires an official verbatim record of an arbitration proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator or team of arbitrators. Each party shall be responsible for compensating its own representatives or witnesses.

(150) The fees and approved expenses of an arbitrator shall be paid by the party who does not prevail before the arbitrator.

(198) Each party shall bear the costs of its chosen arbitrator and possible attorney's fees. The party against whom the decision is rendered shall bear the full cost, if any, of the selected third arbitrator. Either party may request a transcript, however, no party shall be required to order or pay for a copy of the transcript.

No-strike provisions

Provisions which prohibited strikes or required employee organizations to assist in ending a strike were contained in 55 percent of the State and county agreements studied (table 32). The relatively low prevalence of such provisions may be due, in part, to the fact that in many States, strikes by public employees are prohibited by law. Many of the provisions which prohibited strikes also stipulated that the employer would not lock out employees.

No-strike provisions generally included prohibitions against "slowdowns" or similar job actions. Nearly one-half of these provisions also included a stipulation that the union had to work actively to end any "wildcat" or unauthorized strikes. One agreement permitted either party to use an injunction against the other if there were violations of the no-strike clause:

(9) The union agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will

not support or condone any such job action. The State agrees that it will refrain from locking out its employees or from any threat thereof.

(171) The Association agrees not to participate in or sanction any strike, slowdown, walkout, refusal to report to work, or interruptions of work or picketing during the term of this agreement.

(203) The County Chapter of C.S.E.A., Inc. affirms that it will not assist or participate in any strike and it will not impose an obligation upon its members to conduct, assist or participate in such a strike. Should any of the preceding occur, including any form of "job action," the C.S.E.A. and its officers will publicly instruct its member to carry out the terms of the agreement and to perform their duties in the usual manner.

(159) During the term of this agreement, County agrees that it will not lock out employees and Association agrees that it will not agree in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with County, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedure.

Each party consents to, and waives any defenses against, an injunction action by the other party to restrain any violation of this section.

Negotiations

Negotiations involving State and county governments operate under a number of constraints, including the public's interest in the terms of settlement and the limits that State and local laws, administrative rules, and budgetary procedures may place on what can be bargained. Citizens of the county and State are concerned about two matters: First, the effect that contract terms will have on taxes; and second, the consequences that a possible work stoppage will have for the community. To some degree, therefore, government negotiators find themselves bargaining in a goldfish bowl. Negotiators on either side may play to the audience and attempt to bring undue public pressure on the other party. Compromise, which is the essence of collective bargaining, may evaporate as both parties are encouraged to adopt rigid positions by disparate public voices. As a consequence, negotiators may agree in advance to avoid open negotiations:

(204) . . . During such negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. All public records will be made available to the Association upon reasonable request, in writing, during normal business hours.

During the course of negotiations, items tentatively agreed to shall be reduced to writing and initialed by representatives of each negotiation's team and set aside.

There shall be no publicity releases except those actually agreed to by the parties. This is not to preclude keeping the Association membership and the Board members informed of the progress of negotiations.

Negotiating sessions between the Board and the Association shall be closed to the press and the public . . .

It is nevertheless difficult to negotiate a firm agreement if the legislature might overthrow the accord or if the comptroller or other budgetary official might subsequently announce his inability to find sufficient funds to meet contractual obligations. Where revenues are insufficient for planned expenditures, negotiations are vulnerable and indeed may become a futile exercise as agencies are forced to cut back and layoffs become a reality. A climate of budgetary retrenchment, from the employee or organization's point of view, might put in jeopardy past collective bargaining gains and future negotiating goals. In even the best of times, labor and management differences may cause a negotiating stalemate; in times of financial malaise, the chances are even greater for a deadlock to occur.

Impasse procedures

Unless there are impasse procedures to overcome negotiating stalemates, the only alternative may be a strike, unwanted by either side and, in many instances, illegal. Negotiation impasse procedures, therefore, are designed to resolve deadlocks during bargaining before work stoppages develop.

Only 10 percent of the agreements studied contained provisions referring to means of resolving deadlocks (table 33). However, this low prevalence must be viewed in conjunction with the availability of legislated impasse procedures, which are found in about three-quarters of the States.[8]

In fact, three-fourths of the agreements referring to impasse procedures, largely those from Los Angeles County, cited county or State boards, established by law, which could render final decisions or assistance in the form of mediation or factfinding. However, these methods of resolving negotiating disputes were not always spelled out in the agreement:

(205) If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted as an impasse to the Employee Relations Commission for resolution. In the event negotiations on the proposed change are undertaken, any impasse which

[8]*Summary of State Policy Regulations for Public Sector Labor Relations,* (U.S. Department of Labor, Labor-Management Services Administration, 1975).

arises may be submitted as an impasse to the Employee Relations Commission.

(71) . . . The parties hereby agree that an impasse in such negotiations shall be identified by the failure of the parties to have achieved an understanding or agreement sixty days prior to the date of budget submission.

In the event of an impasse, the parties agree to submit the unresolved issues to the Public Employment Relations Board as provided herein under this agreement.

(117) No later than July 1 of each year the parties will enter into good faith negotiations over a successor agreement. If such agreement is not concluded by September 2nd, either party may request the State Public Employment Relations Board (PERB) to provide mediation to assist the parties in reaching an agreement. If the parties do not reach agreement by October 1st, either party may request the State Public Employment Relations Board (PERB) to assign a fact-finder to further assist the parties in reaching agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

Factfinding, mediation, and arbitration were specified in few agreements. Factfinding and mediation were both found in nine agreements and were used in combination in eight. Only two clauses mentioned arbitration, and in both instances, it was used in conjunction with other procedures. Used thus in combination, it placed progressively more pressure on the parties to reach settlement:

(206) . . . If such an agreement is not concluded by September 15, 1974, either party may request the County Public Employment Relations Board to designate a mediator to assist the parties to reach agreement. If the parties have not reached an agreement by November 1, 1974, either party may request the County Public Employment Relations Board to appoint a factfinding board. Said mediation and factfinding will be governed by the provisions of Act number 84-1967 of the Board of Supervisors.

(130) The parties hereto wish to avail themselves of the right to agree to their own procedures as permitted under the law and, therefore, mutually agree upon the impasse procedures set forth herein.

The parties agree to share the cost of any mediators or fact-finders chosen to aid in the resolving of any impasse that may arise in future negotiations.

An impasse shall not be deemed to exist because the parties fail to achieve an agreement sixty days prior to the budget submission date. The parties hereby agree to continue with the negotiations into the sixty days period before the budget submission date. If one of the parties believes an impasse has occurred, it shall request the other to join in choosing a mediator by mutual agreement. If the parties cannot agree on a mediator within two days after such request, then upon notification by either party, the PERB shall submit to the parties a list of seven persons who are residents of the County. The parties shall determine by the tossing of a coin, who shall have the right to remove the first name from such list and the parties shall alternately remove names from such list until one name is left. This remaining person shall be the mediator.

If the mediator does not effect a settlement within ten days of his appointment, the dispute shall be submitted to a Fact-Finding Board of three members. One member shall be chosen by the County, one member by the Association and one member by mutual agreement of the first two fact-finders chosen. If the first two fact-finders cannot mutually agree to the third fact-finder within three days after their selection, then the PERB shall submit to these two members a list of seven qualified persons who are County residents, and the two members shall, by the toss of a coin, determine who shall remove the first name from such list; and the parties shall alternately remove names from such list until one name is left. Such last remaining named person shall be the third member and chairman of the Fact-Finding Board.

If the dispute is not resolved at least fifteen days prior to the budget submission date, the Fact-Finding Board, acting by a majority of its members, shall immediately transmit its findings of fact and recommendations for resolving the dispute to the County Executive and to the President and shall simultaneously make public such findings and recommendations.

If the dispute reaches a point where findings of fact and recommendations are made public by the Fact-Finding Board established pursuant to these procedures and the impasse continues, the PERB shall take whatever steps it deems appropriate to resolve the dispute, including the making of recommendations after giving due consideration to the findings of fact and recommendations of the Fact-Finding Board, submit to the County Board of Supervisors a copy of the findings of fact and recommendations of the Fact-Finding Board together with his recommendations for settling the dispute, and the Association may submit to such legislative body its recommendations for settling the dispute.

(11) . . . The parties agree, finally, that, notwithstanding the cutoff date agreed to above, if factfinding or arbitration, as per 3 V.S.A. par 925, is in progress, the agreement shall be extended not more than 10 calendar days beyond the date on which the factfinder or arbitrator submits his recommendation to the parties.

Approval by higher authority

In two-fifths of the agreements (135), covering 195,200 government employees, a negotiated contract was not binding until approved by higher authority. Although the employing agency might have the power to bargain with employee organizations, the legislature or other elected bodies might have the final word. Regulatory agencies also might have approval authority to ensure that no laws or regulations were inadvertently violated. Most requirements for contract approval were found in county agreements, especially those in Los Angeles County where an ordinance requires approval

by the County Board of Supervisors of certain provisions of labor contracts:

(207) It is understood between the parties that no provisions contained within this agreement are binding upon either party until this agreement has been reduced to writing, ratified by the Association duly approved, ratified and executed by the . . . County Executive and the County Legislature. It is further understood between the parties that the Onondaga County Legislature reserves the right to approve or reject any provisions of this agreement together with the whole thereof, and that if the Legislature does not approve certain provisions contained within the agreement, the whole agreement as approved or modified by the Legislature shall be effective and binding upon the parties.

(153) All negotiations with respect to wages, hours, and working conditions and other conditions of employment, shall be conducted by the Wage and Salary Committee in conjunction with the Highway Committee and Commissioner, representing the County Board and the Negotiating Committee and/or representatives appointed by the highway employees, to represent them.

Results of such negotiations must be ratified by the Oneida County Board and shall then become effective when signed by representatives of the County Board and representatives of the employee's union.

(120) This memorandum of understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this memorandum of understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

A. Acts, by majority vote, formally to approve said memorandum of understanding.
B. Enacts necessary amendments to all county ordinances, including the county's salary ordinance, Ordinance No. 6222, and
C. Acts to appropriate the necessary funds required to implement the full provisions of this memorandum of understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement said memorandum of understanding, it is understood that the parties may mutually agree to implement appropriate provisions of said memorandum which do not require specific approval by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this memorandum not requiring approval by the Board, then negotiations shall resume upon request of either party.

Savings clauses

Once the agreement is ratified and signed, conditions are set for the duration of the contract, unless a clause is subsequently declared to be invalid or illegal. To permit the rest of the agreement to remain in effect, three-quarters of the contracts (241), covering 271,996 employees, incorporated a savings clause. These provided that invalid clauses would not harm the rest of the contract. Some permitted the reopening of negotiations on provisions declared to be invalid:

(186) Should any of the provisions of this agreement be found to be in violation of any law of the above listed governing bodies, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

(158) In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction or through a final decree of a government, State or Local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of this agreement shall be modified to comply with the existing regulations or laws.

(208) If any article or section of this agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

Table 31. Grievance machinery in State and county collective bargaining agreements by level of government, 1972-73

Provision	All agreements		Level of government					
			State		County			
					Los Angeles		All other counties	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	41	61,312	171	127,878
GRIEVANCE PROCEDURES								
Total	285	313,159	98	132,386	37	60,680	150	120,093
Negotiated procedure	234	267,092	84	118,342	23	47,926	127	100,824
State or agency procedure	29	28,940	3	2,893	9	9,469	17	16,578
Negotiated and State or agency procedures	22	17,127	11	11,151	5	3,285	6	2,691
GRIEVANCE DEFINITION								
Total	264	302,482	96	131,895	36	59,080	132	111,507
Interpretation and application of contract	139	171,338	61	81,202	16	19,813	62	70,323
Any complaint	125	131,144	35	50,693	20	39,267	70	41,184
IMPASSE PROCEDURES								
Factfinding	5	3,612	1	2,400	—	—	4	1,212
Mediation	7	7,279	4	6,496	—	—	3	783
Arbitration, total	242	283,379	84	117,690	36	60,380	122	105,309
Advisory	52	90,474	6	9,526	34	55,651	12	25,297
Binding	179	176,477	74	100,838	—	—	105	75,639
Other[1]	2	6,109	1	6,000	—	—	1	109
Reference to arbitration; no details given	9	10,319	3	1,326	2	4,729	4	4,264
Cost of arbitration shared	218	262,026	78	110,103	36	60,380	104	91,543

[1]Includes 1 agreement, covering 6,000 workers, in which the status of arbitration was governed by merit system rules; and 1 agreement, covering 109 workers, where arbitration was binding except for selected matters.

Table 32. No-strike provisions in State and county collective bargaining agreements by level of government, 1972-73

Provision	All agreements		State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Total with no-strike provisions	176	189,526	75	97,054	101	92,472
Union must work to end strike	84	96,820	46	63,745	38	33,075
Union role not stated	92	92,706	29	33,309	63	59,397
No reference to no-strike provision	142	150,921	31	54,203	111	96,718

Table 33. Negotiation impasse procedures in State and county collective bargaining agreements by level of government, 1972-73

Provision	All agreements		Level of government			
			State		County	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	318	340,447	106	151,257	212	189,190
Total with impasse procedures	32	84,695	2	15,000	30	69,695
Factfinding	9	28,423	1	5,000	8	23,423
Mediation	9	28,473	1	5,000	8	23,423
Arbitration	2	5,200	1	5,000	1	200
State or county labor relations board	24	57,393	1	10,000	23	47,393

NOTE: Nonadditive. An agreement may contain more than one impasse procedure.

Appendix. 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	New Jersey; State Troopers, State Troopers Fraternal Association (Ind.)	June 1976
2	Wayne County, Mich.; county and court unit, State, County and Municipal Employees (AFSCME)	June 1976
3	Michigan; Oakland University, State, County and Municipal Employees (AFSCME)	July 1976
4	Erie County, Pa.; white collar unit, Civil Service Employees' Association (Ind.)	December 1974
5	Wisconsin, Department of Natural Resources, State County and Municipal Employees (AFSCME)	June 1974
6	New York; security unit, State, County and Municipal Employees (AFSCME)	March 1977
7	Allegheny County, Pa.; clerical and technical employees unit, Service Employees (SEIU)	April 1976
8	Montana; Motor Vehicle Division, Registrar's Bureau, State, County and Municipal Employees (AFSCME)	December 1974
9	New Jersey; State colleges, Teachers (AFT)	June 1976
10	Winnebago County, Wisc.; ParkView Rehabilitation Pavilion and Pleasant Acres, State, County and Municipal Employees (AFSCME)	December 1975
11	Vermont; Statewide unit, Vermont State Employee Association (Ind.)	April 1975
12	Illinois; University of Illinois, State, County and Municipal Employees (AFSCME)	June 1975
13	Delaware; State Department of Highways and Transportation, State, County and Municipal Employees (AFSCME)	December 1975
14	Michigan; University of Michigan, State, County and Municipal Employees (AFSCME)	December 1976
15	Bergen County, N.J.; Probation Department, State, County and Municipal Employees (AFSCME)	December 1973
16	Clark County, Wash.; Public Utility District No. 1, Electrical Workers; Brotherhood (IBEW)	February 1976
17	St. Croix County, Wisc.; Highway Department, State, County and Municipal Employees (AFSCME)	December 1974
18	Delaware; Department of Health and Social Services, Emily P. Bissell Hospital, State, County and Municipal Employees (AFSCME)	December 1975
19	Oakland County, Mich.; Sheriff's Department, State, County and Municipal Employees (AFSCME)	December 1974
20	Suffolk County, N.Y.; Police Department, Suffolk County Patrolmen's Benevolent Association (Ind.)	December 1975
21	Greene County, N.Y.; nurses unit, New York State Nurses Association (Ind.)	December 1974

Clause number	Employer and union	Expiration date
22	Los Angeles County; child welfare workers unit, Service Employees (SEIU)	June 1977
23	Wayne County, Mich.; Food Service Employees, Unit No. 1, Hotel and Restaurant Employees (HREIU)	July 1977
24	Suffolk County, Mass.; Superior Court officers, State, County and Municipal Employees (AFSCME)	June 1975
25	Houghton County, Mich.; medical care facility, State, County and Municipal Employees (AFSCME)	December 1976
26	Delaware; Department of Health and Social Services, Division of Social Services, State County and Municipal Employees (AFSCME)	December 1973
27	Whatcom County, Wash.; Park Department, Teamsters (IBT) (Ind.)	December 1975
28	Delaware; Department of Finance, Division of Revenue, State, County and Municipal Employees (AFSCME)	September 1974
29	Michigan; Ferris State College, Ferris State College Clerical and Technical Association (Ind.)	June 1975
30	Pennsylvania; multidepartment unit, State, County and Municipal Employees (AFSCME)	June 1976
31	Gratiot County, Mich.; Sheriff's Department, State, County and Municipal Employees (AFSCME)	December 1975
32	Muskegon County, Mich.; Board of Social Services, medical care facility, State, County and Municipal Employees (AFSCME)	December 1975
33	Jefferson County, Wisc.; Countryside Home, State, County and Municipal Employees (AFSCME)	December 1975
34	Milwaukee County, Wisc.; technical employees unit, Technicians, Engineers and Architects Association (Ind.)	December 1972
35	Fairfax County, Va.; County and School Board blue-collar occupations, State, County and Municipal Employees (AFSCME)	June 1977
36	Dade County, Fla.; Fire Department, Firefighters (IAFF)	September 1976
37	Wisconsin; Department of Veterans Affairs, State, County and Municipal Employees (AFSCME)	February 1973
38	Burlington County, N.J.; County, Library Commission and Mosquito Extermination Commission, New Jersey Civil Service Association (Ind.).	December 1976
39	South Dakota; Board of Charities and Corrections, State, County and Municipal Employees (AFSCME)	June 1975
40	Los Angeles County, Calif.; Deputy probation officers unit, State, County and Municipal Employees (AFSCME)	June 1975
41	Pennsylvania; Human services unit, State, County and Municipal Employees (AFSCME)	June 1973
42	Pennsylvania; Medical and supportive job classifications, Unit I, Pennsylvania Nurses Association (Ind.)	June 1976
43	Putnam County, N.Y.; countywide unit, Civil Service Employee's Association (Ind.)	December 1974
44	Massachusetts; Southeastern Massachusetts University, Teachers (AFT) ..	June 1976
45	Wisconsin; University of Wisconsin, State, County and Municipal Employees (AFSCME)	March 1973
46	Oakland County, Mich.; maintenance, custodial and grounds employees unit, State, County and Municipal Employees (AFSCME)	December 1974
47	Middlesex County, Mass.; Registry of Deeds, State, County and Municipal Employees (AFSCME)	Open-ended
48	Dade County, Fla.; multidepartment unit, State, County and Municipal Employees (AFSCME)	September 1977
49	New Jersey; Rutgers, the State University, American Association of University Professors (AAUP) (Ind.)	June 1975

Clause number	Employer and union	Expiration date
50	Massachusetts, Department of Corporations and Taxation, State, County and Municipal Employees (AFSCME)	June 1974
51	Wisconsin; Department of Transportation, State, County and Municipal Employees (AFSCME)	June 1973
52	Los Angeles County, Calif.; supervisory professional engineers unit, Marine Engineers (MEBA)	August 1975
53	Broome County, N.Y.; Department of Public Works and Parks and Recreation, nonsupervisory employees unit, State, County and Municipal Employees (AFSCME)	December 1975
54	Tioga County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.)	December 1974
55	Rockland County, N.Y.; Highway Department, Division of Construction and Maintenance, State, County and Municipal Employees (AFSCME)	December 1975
56	Los Angeles County, Calif.; clerical and office service employees unit, Service Employees (SEIU)	June 1976
57	Oneida County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.)	December 1973
58	New York; State University of New York, professional services negotiating unit, United University Professions (Ind.)	June 1976
59	Massachusetts; Metropolitan District Commission, Police Lieutenants and Sergeants, Massachusetts State Employees' Association (Ind.)	August 1976
60	Massachusetts; Metropolitan District Commission, Police Patrolmen, State, County and Municipal Employees (AFSCME)	February 1976
61	Greene County, N.Y.; Highway Department, unit of blue-collar employees, State, County and Municipal Employees (AFSCME)	December 1977
62	Michigan; Northern Michigan University, unit of blue-collar personnel, State, County and Municipal Employees (AFSCME)	June 1976
63	Pennsylvania; Medical and supportive job classifications, Unit III, Pennsylvania Nurses Association (Ind.)	June 1976
64	Montana; Department of Institutions, Boulder River School and Hospital, Galen State Hospital, Montana State Prison, State, County and Municipal Employees (AFSCME)	June 1974
65	Dane County, Wisc.; countywide nonprofessional unit and police, State, County and Municipal Employees (AFSCME)	December 1975
66	Winnebago County, Wisc.; most nonsupervisory employees, Winnebago County Courthouse Employees' Association (Ind.)	December 1975
67	Cuyahoga County, Ohio; County hospitals, State, County and Municipal Employees (AFSCME)	February 1975
68	Langlade County, Wisc.; Highway employees, State, County and Municipal Employees (AFSCME)	December 1975
69	Pennsylvania; Liquor Control Board, Liquor Store Managers, Independent Association of Pennsylvania Liquor Control Board Employees (Ind.)	June 1975
70	Ingham County, Mich.; Board of Road Commissioners, Garage and Road Employees unit, State, County and Municipal Employees (AFSCME)	December 1976
71	Schenectady County, N.Y.; Glendale Home, Glendale Infirmary and Glenridge Hospital, Service Employees (SEIU)	December 1977
72	Massachusetts; University of Massachusetts, administrative services, office clerical and technical employees unit, Massachusetts State Employees' Association (Ind.)	Open-ended
73	Suffolk County, Mass.; countywide, clerical employees unit, Service Employees (SEIU)	June 1975
74	Wisconsin; Department of Health and Social Services, State, County and Municipal Employees (AFSCME)	December 1974

Clause number	Employer and union	Expiration date
75	Oakland County, Mich.; Probate Court, non-caseworkers unit, State, County and Municipal Employees (AFSCME)	December 1974
76	Dane County, Wisc.; nonsupervisory law enforcement unit, Teamsters (IBT) (Ind.)	December 1975
77	Marin County, Calif.; multioccupational unit, Marin Association of Public Employees (Ind.)	June 1977
78	Los Angeles County, Calif.; automotive and equipment maintenance unit, State, County and Municipal Employees (AFSCME)	August 1975
79	Ottawa County, Mich.; Board of County Road Commissioners, State, County and Municipal Employees (AFSCME)	August 1977
80	Oakland County, Mich.; Probate Court, caseworkers unit, State, County and Municipal Employees (AFSCME)	December 1974
81	Niagara County, N.Y.; blue-collar employees unit, State, County and Municipal Employees (AFSCME)	December 1976
82	Summit County, Ohio; Commissioners' employees, State, County and Municipal Employees (AFSCME)	March 1974
83	Wisconsin; Department of Administration, professional engineering bargaining unit, State Highway Engineers Association (Ind.)	June 1975
84	Massachusetts; Department of Public Welfare, Service Employees (SEIU)	July 1975
85	Orange County, Calif.; general county and supervisory management units, Orange County Employees Association (Ind.)	July 1975
86	Hawaii; Board and Department of Education, educational officers, State, County and Municipal Employees (AFSCME)	October 1976
87	Pueblo County, Colo.; Highway Department, State,County and Municipal Employees (AFSCME)	December 1975
88	Lapeer County, Mich.; Road Commission, State, County and Municipal Employees (AFSCME)	April 1976
89	Chautauqua County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.)	December 1976
90	Wisconsin; Department of Administration, security and public safety, blue-collar (except building trades), and technical units, State, County and Municipal Employees (AFSCME)	June 1975
91	Tompkins County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.)	December 1974
92	Chenango County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.)	December 1977
93	Columbia County, Wisc.; Highway Department, State, County and Municipal Employees (AFSCME)	December 1975
94	Kalamazoo County, Mich.; Road Commission, Teamsters (IBT) (Ind.)	October 1975
95	Portage County, Wisc.; County Courthouse and Home employees, State, County and Municipal Employees (AFSCME)	December 1975
96	Itasca County, Minn.; Welfare and Hospital Commission, Minnesota Nurses Association (Ind.)	December 1975
97	King County, Wash.; Departments of Public Safety and Rehabilitative Services and the Cedar Hills Alcoholic Treatment Center, Service Employees (SEIU)	December 1975
98	St. Louis County, Minn.; Welfare Department, State, County and Municipal Employees (AFSCME)	December 1975
99	San Diego County, Calif.; countywide unit, San Diego County Employees Association (Ind.)	June 1976
100	Cortland County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.)	December 1975

Clause number	*Employer and union*	*Expiration date*
101	Waukesha County, Wisc.; Sheriff's Department, Teamsters (IBT) (Ind.) ...	December 1975
102	New Castle County, Del.; police officers unit, Fraternal Order of Police (FOP) (Ind.) ...	June 1977
103	New York; Division of State Police, noncommissioned officers, investigators and troopers unit, Police Benevolent Association of the New York State Police (Ind.) ...	March 1976
104	Ohio; Ohio University, State, County and Municipal Employees (AFSCME) ...	November 1977
105	Oregon; Eastern Oregon State College, classified employees, Oregon State Employees Association (Ind.) ...	December 1976
106	Massachusetts; Metropolitan District Commission, engineering technicians unit, State, County and Municipal Employees (AFSCME) ...	February 1975
107	Oakland County, Mich.; Road Commission, hourly rated, nonsupervisory employees unit, State, County and Municipal Employees (AFSCME)	June 1975
108	Delaware; Department of Health and Social Services, Division of Mental Retardation, Hospital for the Mentally Retarded, Laborers (LIUNA).....	April 1976
109	Minnesota; Statewide unit, State, County and Municipal Employees (AFSCME) ...	June 1977
110	Erie County, N.Y.; blue-collar employees unit, State, County and Municipal Employees (AFSCME) ...	December 1975
111	Coos County, Ore.; Highway Department, State, County and Municipal Employees (AFSCME) ...	June 1976
112	Niagara County, N.Y.; white-collar employees unit, Civil Service Employees' Association (Ind.) ...	December 1976
113	Cuyahoga County, Ohio; Hospitals, nonsupervisory and nonprofessional employees, State, County and Municipal Employees (AFSCME) ...	February 1975
114	New Jersey; Rutgers, the State University, maintenance and service employees unit, State, County and Municipal Employees (AFSCME) ...	June 1975
115	Illinois; Southern Illinois University, Edwardsville Campus, nonacademic employees unit, Service Employees (SEIU)...	July 1975
116	Onondaga County, N.Y.; Sheriff's Department, The Deputy Sheriffs' Benevolent Association of Onondaga County (Ind.)...	December 1974
117	Essex County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.) ...	December 1974
118	Monroe County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.) ...	December 1976
119	Waukesha County, Wisc.; multidepartment unit, State, County and Municipal Employees (AFSCME) ...	December 1975
120	Los Angeles County, Calif.; social services investigators unit, Service Employees (SEIU) ...	June 1976
121	Rensselaer County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.) ...	December 1975
122	Los Angeles County, Calif.; dental professionals unit, Association of Los Angeles County Dental Personnel (Ind.) ...	June 1976
123	Washington; Department of Revenue, Washington State Employees Association (Ind.) ...	April 1975
124	Calhoun County, Mich.; Board of Social Services, Kimball Medical Care Facility, Service Employees (SEIU)...	February 1977
125	Fond du Lac County, Wisc.; Mental Health Center, State, County and Municipal Employees (AFSCME)...	December 1975
126	Broome County, N.Y.; white-collar employees, Civil Service Employees' Association (Ind.) ...	December 1975
127	Michigan; Eastern Michigan University, nonacademic employees, State, County and Municipal Employees (AFSCME) ...	June 1977

Clause number	Employer and union	Expiration date
128	Los Angeles County, Calif.; firefighters unit, Firefighters (IAFF)	June 1975
129	Illinois; University of Illinois, food service employees unit, Service Employees (SEIU)	June 1973
130	Nassau County, N.Y.; Police Department, Patrolmen's Benevolent Association of the Police, Department of the County of Nassau (Ind.)	December 1974
131	Massachusetts; Department of Mental Health, State, County and Municipal Employees (AFSCME)	June 1977
132	New Castle County, Del.; countywide, hourly employees unit, State, County and Municipal Employees (AFSCME)	June 1977
133	Delaware; Department of Highways and Transportation, nonprofessional employees unit, State, County and Municipal Employees (AFSCME)	June 1975
134	Dade County, Fla.; Department of Public Works, Waste Division, State, County and Municipal Employees (AFSCME)	September 1977
135	Michigan; Western Michigan University, service staff, State, County and Municipal Employees (AFSCME)	July 1974
136	Onondaga County, N.Y.; registered nurses unit, New York State Nurses Association (Ind.)	December 1976
137	Michigan; Grand Valley State College, custodial and maintenance unit, State, County and Municipal Employees (AFSCME)	November 1977
138	Saratoga County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.)	December 1976
139	Warren County, N.Y.; countywide, nonsupervisory employees unit, Civil Service Employees' Association (Ind.)	December 1975
140	Los Angeles County, Calif.; paramedical technical employees unit, Service Employees (SEIU)	June 1976
141	Wayne County, Mich.; Road Commission, Society of County Engineers (Ind.)	June 1976
142	Ontario County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.)	December 1976
143	Ontonagon County, Mich.; Road Commission, State, County and Municipal Employees (AFSCME)	June 1976
144	Bay County, Mich.; Road Commission, State, County and Municipal Employees (AFSCME)	December 1975
145	Macomb County, Mich.; Road Commission, State, County and Municipal Employees (AFSCME)	June 1977
146	Westchester County, N.Y.; countywide, nonprofessional and nonsupervisory employees, Civil Service Employees' Association (Ind.)	December 1974
147	Cook County, Ill.; Cook County Hospital, service employees, Service Employees (SEIU)	April 1975
148	Marathon County, Wisc.; Highway Department, State, County and Municipal Employees (AFSCME)	December 1976
149	Sauk County, Wisc.; Highway Department, State, County and Municipal Employees (AFSCME)	December 1975
150	Michigan; Central Michigan University, Central Michigan University Faculty Association (Ind.)	June 1977
151	Montgomery County, Ohio; multidepartment unit, State, County and Municipal Employees (AFSCME)	December 1975
152	New York; Division of State Police, captains and lieutenants unit, Civil Service Employees' Association (Ind.)	March 1976
153	Oneida County, Wisc.; Highway Department, State, County and Municipal Employees (AFSCME)	December 1975
154	Pennsylvania; Liquor Control Board, retail stores and subwarehouse, unit of clerks, cashiers, and subwarehousemen, Retail Clerks (RCIA)	June 1975

Clause number	Employer and union	Expiration date
155	Kitsap County, Wash.; countywide unit, State, County and Municipal Employees (AFSCME)	June 1975
156	St. Lawrence County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.)	December 1975
157	Cook County, Ill.; Health and Hospitals Governing Commission, unit of Security Officers I, Teamsters (IBT) (Ind.)	June 1977
158	Clark County, Wash.; Public Utility District No. 1, Office and Professional Employees (OPEIU)	December 1975
159	Marin County, Calif.; Sheriff's Department, Marin County Deputy Sheriff's Association (Ind.)	June 1977
160	Nassau County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.)	December 1974
161	Jackson County, Mich.; Medical Care Facility, State, County and Municipal Employees (AFSCME)	December 1975
162	Los Angeles County, Calif.; Institutional Support Services, Service Employees (SEIU)	June 1976
163	Orange County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.)	December 1977
164	Erie County, N.Y.; Sheriff's Department, State, County and Municipal Employees (AFSCME)	December 1977
165	Ramsey County, Minn.; Hospital Administration, State, County and Municipal Employees (AFSCME)	December 1975
166	Pennsylvania; maintenance and trades unit, State, County and Municipal Employees (AFSCME)	June 1976
167	Delaware; University of Delaware, physical plant, food service and dormitories, State, County and Municipal Employees (AFSCME)	June 1977
168	Pierce County, Wash.; Hospital Council, Lakewood General Hospital, Washington State Nurses Association (Ind.)	September 1975
169	Oregon; Eastern Oregon Hospital and Training Center, Oregon State Employees Association (Ind.)	January 1976
170	Michigan; Michigan Technological University, State, County and Municipal Employees (AFSCME)	September 1977
171	Oregon; Portland State University, Oregon State Employees Association (Ind.)	August 1976
172	Wisconsin; professional patient care unit, Wisconsin Nurses Association (Ind.)	June 1975
173	Massachusetts; Division of Civil Service, Massachusetts State Employees Association (Ind.)	May 1975
174	Delaware; Department of Correction, New Castle, Kent and Sussex Correctional Institutions, State, County and Municipal Employees (AFSCME)	June 1974
175	Lucas County, Ohio; Road Maintenance Department, State, County and Municipal Employees (AFSCME)	May 1973
176	Suffolk County, Mass.; County Jail, State, County and Municipal Employees (AFSCME)	June 1975
177	Minnesota; Department of Public Safety, radio communications operators, State, County and Municipal Employees (AFSCME)	September 1975
178	Dickinson County, Mich.; Road Commission, State, County and Municipal Employees (AFSCME)	December 1975
179	Michigan; University of Michigan, Washtenaw County Local Building Trades Council	July 1977
180	Marin County, Calif.; firefighters unit, Marin Association of Public Employees (Ind.)	June 1977

Clause number	Employer and union	Expiration date
181	Grays Harbor County, Wash.; Road Department, Engineer's Office and Equipment Pool, State, County and Municipal Employees (AFSCME)	December 1975
182	Milwaukee County, Wisc.; nurses unit, Staff Nurses Council of Milwaukee (Ind.)	December 1976
183	Los Angeles County, Calif.; supervisory administrative and technical staff unit, Service Employees (SEIU)	June 1976
184	New Castle County, Del.; countywide, salaried employees unit, State, County and Municipal Employees (AFSCME)	June 1977
185	Onondaga County, N.Y.; Community College, Teachers (AFT)	August 1977
186	Manitowoc County, Wisc.; Health Care Center, nonprofessional staff, State, County and Municipal Employees (AFSCME)	December 1976
187	Massachusetts; Department of Mental Health, Massachusetts Nurses Association (Ind.)	October 1975
188	Michigan; Ferris State College, unit of nonsupervisory, nonacademic personnel, State, County and Municipal Employees (AFSCME)	November 1976
189	Los Angeles County, Calif.; librarians unit, Service Employees (SEIU)	June 1976
190	Manitowoc County, Wisc.; county offices and courthouse, mental health center and unionized departments, State, County and Municipal Employees (AFSCME)	December 1976
191	Los Angeles County, Calif.; security guards unit, Service Employees (SEIU)	June 1976
192	Monroe County, N.Y.; Department of Social Services, Electrical Workers (IUE)	December 1976
193	Greene County, N.Y.; countywide except those represented by other organizations, Civil Service Employees' Association (Ind.)	December 1975
194	Los Angeles County, Calif.; supervisory engineering technicians unit, Marine Engineers (MEBA)	August 1975
195	Westmoreland County, Pa.; Administrative Units I, II, III, and IV, Service Employees (SEIU)	December 1976
196	Wayne County, Mich.; attorneys unit, Wayne County Government Bar Association (Ind.)	June 1976
197	Winnebago County, Wisc.; Highway Department, State, County and Municipal Employees (AFSCME)	December 1976
198	Manitowoc County, Wisc.; highway employees, State, County and Municipal Employees (AFSCME)	December 1976
199	Pierce County, Wash.; multidepartment, Machinists (IAM), State, County and Municipal Employees (AFSCME), Operating Engineers (IUOE), Electrical, Brotherhood (IBEW), Professional and Technical Engineers (AFPTE), and Teamsters (IBT) (Ind.)	December 1975
200	Columbia County, N.Y.; countywide unit, Civil Service Employees' Association (Ind.)	December 1975
201	Los Angeles County, Calif.; medical social workers unit, Service Employees (SEIU)	June 1976
202	Oregon; Department of Agriculture, Grain Division, Oregon State Employees Association (Ind.)	January 1975
203	Fulton County, N.Y.; countywide unit, Civil Service Employees' Association (CSEA)	December 1975
204	Cuyahoga County, Ohio; Board of Mental Retardation, Association of Cuyahoga County Teachers of Trainable Retarded (Ind.)	August 1976
205	Los Angeles County, Calif.; supervisory paramedical-health employees unit, Service Employees (SEIU)	June 1976
206	Westchester County, N.Y.; Parkway Police, sergeants and patrolmen, Westchester County Parkway Patrolmen's Benevolent Association (Ind.)	December 1974

Clause number	*Employer and union*	*Expiration date*
207	Onondaga County, N.Y.; licensed practical nurses unit, Licensed Practical Nurses of New York (Ind.)	December 1976
208	Marin County, Calif.; Probation Department, Service Employees (SEIU)	June 1977

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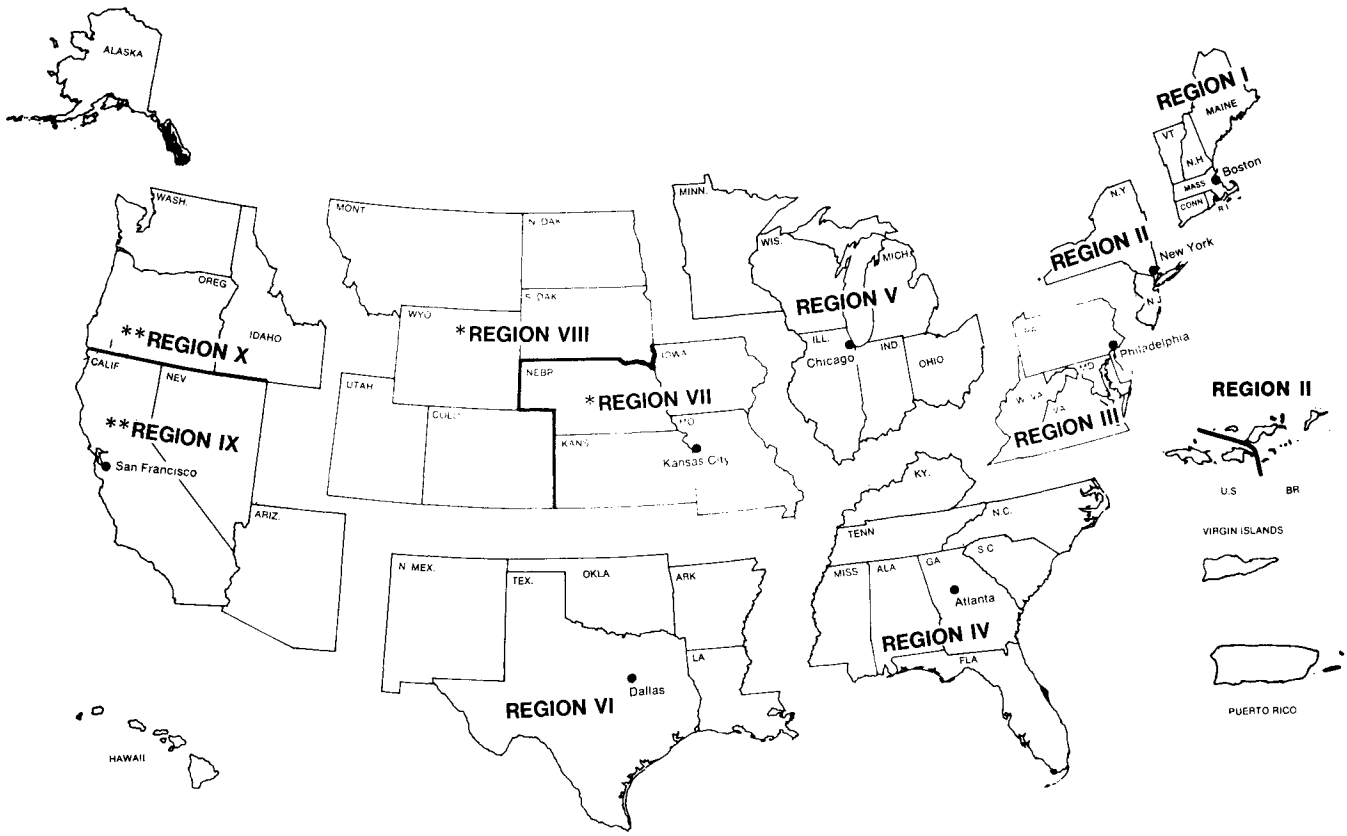

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