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THE UNIVERSITY OF OKLAHOMA

GRADUATE COLLEGE

THE IMPACT OF COLLECTIVE BARGAINING ON

MANAGEMENT PRACTICES AT THE WARNER

ROBINS AIR LOGISTICS CENTER

A DISSERTATION

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degree of

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RONALD DURAND MERRELL

Norman, Oklahoma

1975

THE IMPACT OF COLLECTIVE BARGAINING ON
MANAGEMENT PRACTICES AT THE WARNER
ROBINS AIR LOGISTICS CENTER

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ABSTRACT

THE IMPACT OF COLLECTIVE BARGAINING ON MANAGEMENT PRACTICES AT THE WARNER ROBINS AIR LOGISTICS CENTER

The author identified 101 management practices which evolved from the labor-management relationship at Robins Air Force Base. These practices were a major outcome of management-labor relations. Further analysis of the practices produced additional inferences.

One of the consequences of collective bargaining was the necessity for managers to consider union and employee reactions before acting. Otherwise the union would charge management with a contract violation or unfair labor practice. Another outcome was a decline in the unilateral authority of management. The most significant curb to management's authority was the requirement to consult with the union at least four weeks before changing the hours of work or tours of duty. The negotiated grievance and arbitration procedure was the most significant management practice, primarily because of its potential effect on the labor movement. In an attempt to regain unilateral authority, management became "reluctantly cooperative" in consultations. It sought to gain the initiative in contract negotiations and daily relations with the union.

Management practices improved although the union was credited as being the cause of the improvement. Management was considered effective, but the disparity in manager and worker perceptions indicated that management needed to improve further. Suggestions for improvement included instruction in leadership and participative management theory for managers, an information program to improve management's image, and an examination of management practices to insure that managers adhere to desired practices.

The high cost of labor relations would probably lead to a reduction of expenditures for the labor-management program. Paradoxically, this could result in decreased production, increased turnover and absenteeism, and increased operating costs.

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CHAPTER I

INTRODUCTION

The Study

Executive Order 10988 authorized federal employees to organize and bargain collectively over working conditions and personnel policies and practices. Federal employees could join unions prior to 1962, but Executive Order 10988 gave them the right to choose an exclusive representative. This representative had rights of consultation and negotiation which had been denied to employees prior to 1962. The succeeding Orders, 11491 in 1969 and 11616 in 1971, strengthened employee bargaining power.

Although the 1962 Order gave unions the immediate right of exclusive representation, union power increased slowly. Unions had made only modest gains in membership by the mid-sixties. However, by 1973, 56 percent of all federal employees (exclusive of postal employees) and 76 percent of federal workers employed by the Air Force were in exclusive bargaining units.¹ Many of the initial bargaining agreements lacked substantive content, but unions gained additional power each time they went to the negotiating table.

Through the power of negotiations and procedures for enforcing contracts and fair labor practices, unions can actually

¹US Civil Service Commission, Office of Labor-Management Relations, Union Recognition in the Federal Government (Washington: Govt. Printing Office, November 1973), pp. 26 and 44.

force management to comply with its own policies. Management is especially vulnerable when it makes mistakes in negotiations. For example, employee rights are often reinforced by impartial third parties who lack management experience and who have no allegiance to management. Since arbitrators act merely on the facts and evidence presented, a poorly negotiated contract can result in "poor" decisions for a long time. Air Force managers are thus challenged to improve their managerial skills and to include in their management repertory the knowledge and art of collective bargaining.

Undoubtedly, the policies and practices of Air Force managers have affected the evolving labor-management relationship.¹ Similarly, management practices have evolved from labor-management relations. To what extent has collective bargaining affected management practices? This research attempts to answer the question through an examination of the labor-management relationship at an Air Force installation.

Other Authoritative Studies

Literature about American labor relations contains excellent works which attempt to explain the position of labor and management on virtually every issue. However, research concerning public sector labor relations is relatively limited. Nevertheless, a few investigations have contributed to this field of knowledge and deserve mention.

The principal writers before 1962 were Spero, Godine, and Hart. Two of the older works on public unionism are

¹The terms "labor-management relationship," "collective bargaining," and "labor-management relations" are used interchangeably in this study.

Sterling D. Spero's The Labor Movement in A Government Industry¹ and Government as Employer.² The former concerns the development of unions in the Post Office Department. In the second work, he considers the historical background and political impact of the movement. Another classic is The Labor Problem in the Public Service by Morton Godine.³ It is a political analysis of employee representation and collective negotiation. In another work, Wilson R. Hart outlines similarities between labor relations in the private and public sectors.⁴

In an unpublished master's thesis, Chantee Lewis attempted to assess the impact of Executive Order 10988 by surveying Department of Defense activities. The study indicated the Executive Order was slowly meeting its objective.⁵

In a case study at Tinker Air Force Base in 1966, Ronald Durand Merrell depicted the collective bargaining process in its early stage of development in the Air Force. He observed very little collective bargaining taking place. This was attributed to general union weakness in the area, ineptness

¹Sterling D. Spero, ----. (New York: George H. Doran Company, 1924).

²Sterling D. Spero, ----. (New York: Remsen Press, 1948).

³Morton R. Godine, ----. (Cambridge: Harvard University Press, 1951).

⁴Wilson R. Hart, Collective Bargaining in the Federal Civil Service (New York: Harper and Brothers, 1961).

⁵Chantee Lewis, "The Impact of the Executive Order 10988 on Labor Relations in the Defense Department" (unpublished master's thesis, Naval Post Graduate School, 1964).

of the local lodge of the International Association of Machinists, effective management at Tinker, and a cautious approach by the Air Force.¹

Another early study of the impact and ramifications of the executive order was William B. Vosloo's Collective Bargaining in the United States Civil Service.² It was written originally as a dissertation. In the study, Vosloo describes and analyzes the federal labor relations program under Executive Order 10988. He concludes that modified bargaining rights can be granted to federal workers since the difference in public and private sector management is one of degree.

In a more recent work, Gerald Perselay examined Air Force experience under Executive Order 10988 to determine what was necessary to develop a more workable federal labor relations program. He found that the content of written agreements was not substantive. Air Force managers viewed the new relationship with unions as a threat to their authority and prerogatives. Different problems were perceived. Government agencies felt that unit determinations, conflicts of interest, and inexperienced personnel were paramount. Unions believed that major problems were scope of negotiations, lack of a central authority, need for binding arbitration, and enforcement policy for rulings.³

¹Ronald Durand Merrell, "Collective Bargaining at Tinker Air Force Base, Oklahoma (unpublished master's thesis, University of Oklahoma, 1966).

²William B. Vosloo, Collective Bargaining in the United States Civil Service (Chicago: Public Personnel Association, 1966).

³Gerald Perselay, "A Study of United States Air Force Experience Under the Federal Employee-Management Cooperation Program" (unpublished dissertation, George Washington University, 1970).

In a study in 1971 Louis V. Imundo, Jr., found that psychological and economic factors were the primary reasons federal employees joined unions. Social factors had little effect. There were no appreciable differences in the reasons why white-collar and blue-collar workers joined unions.¹

In 1972, Martin W. Marquardt compared 120 collective bargaining agreements in effect from 1962-1971 in the Air Force. He found that each successive negotiation at a particular installation yielded an average increase of four substantive clauses in the contract. The average number of substantive clauses for current contracts was ten. Marquardt concluded that a restrictive interpretation by agency management concerning the retained rights of management limited consultation and the scope of bargaining.²

In 1974, William V. Rice, Jr., compared industrial relations in the federal and private sectors. He concluded that federal employees had only nominal power since private sector collective bargaining had not been thoroughly transplanted into the federal service.³

¹Louis V. Imundo, "Why Government Employees Join Unions: A Study of AFGE Local 916" (unpublished dissertation, University of Oklahoma, 1972).

²Martin W. Marquardt, "The Scope of Bargaining at United States Air Force Installations Within the Forty-eight Conterminous States Under Executive Order 11491: An Analysis and Projection" (unpublished dissertation, University of Alabama).

³William V. Rice, Jr., "An Inquiry into the Evolving Federal Labor-Relations System" (unpublished dissertation, Louisiana State University, 1974).

Justification For The Research

It has been stated that management must improve in response to the growing power of federal employees. It follows that sound management practices can help the manager meet this challenge. If the research can identify management practices, it may also be able to determine whether the practices were an outgrowth of the labor-management relationship. This may lead to a conclusion that a subset of management practices is having a negative effect, particularly when viewed with respect to employee dissatisfaction. If so, it should be possible to identify weaknesses in policies or programs which are unpopular or not working well. This, in turn, should lead to new programs and procedures which satisfy employee needs and desires. Of course, examination may indicate positive effects, and thus support the current situation. If so, similar programs and procedures which further satisfy employee needs and desires can be developed.

If the research can determine areas of agreement and disagreement between management and labor, it should provide the basis for a better understanding. For example, if management believes a particular management practice (see definition, p. 12) is in effect but labor disagrees, closer examination is warranted. Management may find that the practice is not being followed by managers at all. If it is, then better communications are needed to inform the employees.

The overall result may be general management improvement or confirmation that management is proceeding on the proper

course. Finally, some of the results may have application throughout the Air Force or other federal agencies.

Overview

The study is composed of nine chapters. In Chapter II, the author presents the research model for determining the impact of collective bargaining on management practices at the Warner Robins Air Logistics Center.

Chapters III through V contain background information which is essential to the development of the research. In Chapter III, "A Historical Perspective of Labor Relations in the Federal Service," the author provides a framework for the rest of the study. In Chapter IV the author describes Executive Order 10988 and the changes resulting from Executive Order 11491 and Executive Order 11616. These orders form the legal basis for collective bargaining in the Air Force and are vital to an understanding of the labor-management relationship. Final background information is provided in Chapter V, "Participants in the Collective Bargaining Process." This chapter begins with the description of Robins Air Force Base, the mission, organizational structure, and work processes. Similar information is provided about the American Federation of Government Employees (AFGE) and AFGE Local 987.

In the next three chapters, the author presents the basic research. In Chapter VI the author describes and examines the labor-management relationship between the Warner Robins Air Logistics Center and AFGE Local 987. In Chapter VII three

generations of base-wide agreements are described and analyzed. In Chapter VIII the author analyzes manager and worker attitudes concerning the effect of collective bargaining on management practices at the Warner Robins Air Logistics Center. This entails presentation and analysis of data from a questionnaire submitted to managers and workers at the Center. These chapters form the basis for the summary and conclusions in the final chapter, "The Past Decade and the Future."

In the final section of Chapter I, a few specialized terms are defined for the convenience of the reader.

Definitions

Generally, the author uses terminology consistent with commonly accepted definitions. However, a few terms are specialized and require a brief explanation:¹

1. Activity - an organizational entity within the Air Force to which responsibility for civilian personnel administration has been delegated to the commander by the Secretary of the Air Force

2. Adverse Action - a discharge, suspension for more than thirty days, or reduction in rank or compensation; adverse action does not include personnel actions taken under reduction-in-force procedures, but does include resignation and retirements

¹The following definitions are quoted, paraphrased, or derived from Air Force Regulation 40-702 unless indicated otherwise.

which were allegedly secured by duress, intimidations, or deception¹

3. Agency - an executive department, a government organization, and an independent establishment

4. Agency Management - the agency head of all management officials, supervisors, and other representatives empowered to act for the agency on labor-management activities

5. Amendment - a clause or section of a written negotiated agreement which is intended to clarify the content of the agreement without substantive change

6. Arbitration - a process whereby an impartial third party rules on a dispute between management and the union; the arbitrator's decision is binding on both parties

7. Available Employees - employees are considered available to vote if on duty at the work site, or if they vote in person; if the election is conducted by mail, employees are considered available if they have been provided with a mail ballot

8. Classified Employees - these civil service employees are commonly referred to as white-collar workers

9. Collective Bargaining (in the Federal Service) - a process by which management and a union negotiate over working conditions, personnel policies or practices, written agreements, and grievance and arbitration procedures

¹ Air Force Regulation 40-717.

10. Commander - refers to commanders of organizations to which central civilian personnel offices are assigned¹

11. Commuting Area - refers to employees in an area serviced by a central civilian personnel office

12. Conflict of Interest - this occurs when the activity of an individual as a member, representative, or officer of a union conflicts with or is incompatible with the official responsibilities of his job

13. Consultation - verbal or written interchange of facts and opinions between the employer and the union on matters of mutual interest within the jurisdiction of the participants of two or more unions empowered to represent member organizations in dealing with Air Force officials

15. Detail - a temporary assignment, usually to a position of greater or lesser responsibility than normally required by an individual's grade and classification

16. Dues Check-Off - a procedure whereby an employee authorizes his employer to withhold union dues from his pay and remit them to the union

17. Eligible Employees - employees who are included in the count to determine the size of a unit

¹Although this normally refers to the commander of an air base group (housekeeping and support units), the terms "commander," or "activity commander," as used in this paper, refer to the Air Materiel Commander, which is one echelon higher.

18. Employee - an employee of an agency and an employee of a nonappropriated fund instrumentality of the United States; for the purpose of recognition, supervisors are excluded

19. Exclusive Recognition - may be granted to a union if the majority of the employees choose an organization; this carries the right to negotiate written agreements on matters authorized by Executive Orders 11491 and 11616, including grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit

20. Formal Recognition - under Executive Order 10988, granted to unions if at least 10 percent of the unit employees were members and exclusive recognition had not been granted to another union; this recognition carried the right to be consulted and to express views on matters authorized by the order which were of interest to the organization; these matters included formulation and implementation of personnel policies and practices, and working conditions

21. General Schedule - see Classified Employees

22. Guard - an employee who enforces rules and protects agency property or persons on agency property, or maintains law and order in areas or facilities under government control

23. Grievance - employee dissatisfaction with specific aspects of his employment such as working conditions and environment, relationships with his supervisors, other employees and officials, suspension of 30 days or less, and official reprimands

24. Impasse - the inability of the employer and the union to agree on an issue through negotiation

25. Informal Recognition - under Executive Order 10988, granted to unions that did not qualify for formal or exclusive recognition; the organization could express its views on any subject but could not claim a right to be consulted

26. Journeyman - a worker who has learned a handicraft or trade--distinguished from an apprentice, supervisor, or master¹

27. Labor-Management Relationship - see Collective Bargaining

28. Labor Organization - a labor union of employee members, but excluding management officials or supervisors

29. Leader Level - the top level of journeyman position classification

30. Management Practice - any usual method or act by management relating to personnel policies, working conditions, employee-management cooperation, the mission, budget, organization, employees, or technology of performing the work

31. Manager or Managerial Executive - a person who makes or recommends management policy, or directs or manages a program activity or major function of the Air Force

¹Webster's New Collegiate Dictionary (2d ed.; Springfield, Mass.: G. and C. Merriam Co., 1954). Note: An Apprentice is a beginner. A master is a skilled workman or craftsman qualified to follow his trade independently.

32. Mediation - a process by which an impartial third party helps management and a union reach a close enough agreement to sign a contract; the mediator usually renders no decision; he hears each side of a dispute privately; by learning the true resistance point of each, he may be able to provide the disputants a key to the solution of their impasse

33. Negotiation - a discussion between management and a union which has been granted exclusive recognition with intent to agree over some bargainable matter

34. Regular Working Hours - the hours an employee is required to be at his work place; lunch periods are excluded

35. Supervisor - one who has authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline employees, direct them, evaluate their performance, adjust their grievances, or effectively recommend such action

36. Supplement - an addition of new material not previously included or a change in a written negotiated agreement

37. Union or Employee Organization - an organization of workers which represents the rights of workers to management

38. Union Representative or Employee Representative - a union official or person authorized by the union to represent it in dealing with management; the representative need not be an employee of the federal government

39. Unit (Bargaining Unit) - a grouping of Air Force employees found to be appropriate for purposes of exclusive recognition

40. Wage-Board Employees - employees commonly referred to as blue-collar, production and maintenance, and non-classified employees; their wages are established by wage boards rather than Congress¹

41. Worker Rights - includes participation in and consultation on formulating and implementing policies and practices concerning working conditions such as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, granting of leave, promotion plans, demotion practices, and hours of work

In the next chapter the author describes the research model used to determine the impact of collective bargaining on management practices.

¹The Army-Air Force Wage Board sets community-wide rates based on industry wages paid in the local area.

CHAPTER II

THE RESEARCH MODEL TO DETERMINE IF COLLECTIVE BARGAINING HAS AFFECTED MANAGEMENT PRACTICES AT THE WARNER ROBINS AIR LOGISTICS CENTER

Research Statement

The purpose of this research is to determine the impact of collective bargaining on management practices at the Warner Robins Air Logistics Center, Robins AFB, Georgia. The terms collective bargaining, labor-management relations, and labor relations are used synonymously in this paper and refer to collective bargaining in the federal service. For the purpose of this research the management practice may exist as a formally stated practice in the labor contract or regulation, or it may exist only in the imagination of managers and workers; that is, it exists if people perceive that it exists. Since people tend to respond to reality as they perceive it, perceived existence or nonexistence will take precedence over formally stated existence or nonexistence.¹

¹Clifford T. Morgan and Richard A. King, Introduction to Psychology (McGraw-Hill Book Company, New York, third ed., 1966), Ch. 10. Also see Jerome S. Bruner, "Social Psychology and Perception," from Readings in Social Psychology, ed. E. E.

As an exception to a practice being a usual method or having been performed frequently enough to be regarded as a practice, the author will also consider management's stated intention to act under certain circumstances as a management practice; that is, the act management says it will perform is considered a practice. Having defined the terms which are an integral part of the research, the fundamental questions may be stated as:

1. What management practices have been adopted since 1962 at the Warner Robins Air Logistics Center because of the labor-management relationship
2. Do managers and workers believe that management practices have improved since 1962 as a result of the labor-management relationship
3. Are managers and workers opposed to certain management practices

Stated as hypotheses, the research questions are:

1. Certain management practices have evolved from the labor-management relationship since 1962
2. Managers and workers believe management practices have improved since 1962 as a result of the labor-management relationship

Maccoley, T. M. Newman, and E. L. Hartley (New York: Holt, Rinehart, and Winston, Inc., 1958), pp. 85-94. Also see Albert H. Hastorf and Hadley Cantri, "They Saw a Game: A Case Study" (A Case Study of Differential Perception), Journal of Abnormal and Social Psychology, Vol. 49 (1954), pp. 129-134.

3. Managers and workers are opposed to certain management practices

No attempt is made to conclude that management practices at every Air Force installation have been affected in the same way as those at Robins. However, it should be possible to make certain generalizations that have application throughout the Air Force, Department of Defense (DOD), or other federal agencies.

Methodology

Selection of Population

When the research actually began in August, 1974, a number of Air Force bases provided a population which would have permitted an examination of the impact of collective bargaining on management practices. The critical factor in the selection of the population was to insure that the collective bargaining process was operative. In the author's judgment a large civilian work force with exclusive representation and coverage by a labor contract satisfied this requirement. Robins Air Force Base met these criteria. It had a military and civilian population of 22,000. Most of the 16,000 civilians were assigned to the Warner Robins Air Logistics Center, more commonly referred to as the Warner Robins Air Material Area (WRAMA).¹ WRAMA was one of the eight air materiel areas in

¹The names WRAMA and Robins Air Force Base are used interchangeably in this paper, although it is more precise to think of Robins as including WRAMA and several tenant organizations.

the United States. The American Federation of Government Employees (AFGE) represented WRAMA employees through the Base-Wide Bargaining Unit. AFGE Lodge 987 was the exclusive representative and a labor contract was in effect. Of the 11,500 employees in the WRAMA who were eligible for union membership, 5,800¹ were dues paying members. Although five other units had exclusive representation, they accounted for only 3.9 percent of the union members at Robins.² The AFGE also represented the Security Police, Professional Nurses, Base Exchange and Motion Picture Service employees, and Non-appropriated Fund employees. The Security Police Unit and the Professional Nurses Unit were also included in the base-wide bargaining contract. They represented less than eight-tenths of one percent of the employees covered by the agreement. Firemen were represented by the International Association of Firefighters. Based on this information, the WRAMA population was selected for the research.

Procedures and Method of Gathering Data

In order to determine the impact of collective bargaining on management practices, it was necessary to identify the practices which evolved from the collective bargaining relationship. Certainly these practices represented the impact of collective bargaining. Yet, analysis of the effect of these practices permitted further conclusions about the impact of collective bargaining on management practices. (See Appendix 5, p. 323 for diagram of research model.)

¹Interview, Edward Maddox, President of AFGE Local 987, September 23, 1974.

²More than one exclusive bargaining unit is possible if there are other units with clear and identifiable community of interests.

Initially, the author considered a research project which entailed identification of management practices by a questionnaire. Obviously, the research would have been incomplete without some insight into the perceptions of managers and workers concerning the impact of collective bargaining on management practices. However, respondent understanding was a major limiting factor to the size of the survey instrument. Preliminary research indicated that a relatively large number of management practices had evolved as a result of labor-management relations. It was intuitively obvious that a questionnaire would be invalidated by the complexity resulting from an exhaustive list of management practices. Moreover, constraints of time, economics, cooperation of the respondents, and the approval and cooperation of management and union officials required that the size of the questionnaire be limited. Thus, the author concluded that it would not be feasible to confine the research to a questionnaire.¹

Therefore, the author elected to examine the labor-management relationship, examine the collective bargaining agreements, interview key management and union officials, and examine the perceptions of managers and workers concerning selected management practices. An examination of official bargaining agreements, and interviews provided information concerning labor-management relations. Knowledge of the labor-management relationship and the labor contracts was useful in

¹These same constraints affected the length of the interview.

analyzing manager and worker perceptions. An analysis of manager and worker perceptions permitted greater understanding of the labor-management relationship and the labor contracts. Each aspect of the research was undertaken separately, yet none could be understood completely without knowledge of the rest. Certainly a full understanding of the total impact of collective bargaining on management practices was dependent upon an examination of each of these factors.

In order to delimit the research, the author interviewed key management and union officials and surveyed a sample of workers and managers. Officials were interviewed during duty hours at their work location or at union offices. Workers and managers completed the questionnaire (See Appendix 1, p. 292) on official time in facilities near their work location. Union stewards assisted in disseminating and collecting the questionnaire.

The answers of the respondents concerning questions about management practices were a major consideration in determining the existence and cause of the management practices listed on the questionnaire. Obviously, their perceptions were not always conclusive. In those instances where the responses were divided so that the results were indecisive or inconclusive, analysis of the labor-management relationship, base-wide contracts, and other information enabled the author to reach conclusions. Use of the chi square statistic permitted a more thorough evaluation of manager and worker responses. For example, if the agreement or disagreement between managers and workers was significant, a potential problem usually

existed. An examination of the reasons for the differences often led to suggested changes in procedures. As a result of the total research effort, the author determined the impact of collective bargaining on management practices at the Warner Robins Air Logistics Center.

If officials had rejected the primary plan of surveying personnel during the work day, the author planned to mail the questionnaire to workers and managers. In this case, approximately twice as many personnel would have been surveyed due to the lower response rate to mail surveys.

Before proceeding with the research plan, it was necessary to obtain approval from the Department of Defense (DOD), Air Force, AFLC, WRAMA, and AFGE Local 987 to survey and interview WRAMA personnel.

The author requested Air Force and DOD approval under paragraph 18a, Air Force Regulation 178-9. DOD and Headquarters Air Force conditionally approved the research plan and survey provided the other interested agencies agreed. Other conditions to approval of the questionnaire were deletion of the word "race" from the identification data, deletion of the management practice concerning the accounting of employee time, clearance by the Air Force Management Engineering Team that similar research was not contemplated within six months, and insertion of a statement that all responses were completely voluntary. The labor relations officers at AFLC and WRAMA agreed to the research without conditions. The union objected to the item identifying the respondent as a union member. The survey was

revised to accommodate these provisions. It was difficult to understand union objections to identification data concerning union membership since the respondent could remain anonymous. Moreover, if management wanted to identify union members, it could identify most of them through dues withholding deductions.

The Survey Sample

The major consideration in selecting management practices to list on the questionnaire was to insure that they represented a cross section of the various practices governing the collective bargaining relationship such as consultation, notification, equitable treatment, working conditions, personnel policies, employee welfare, negotiation, and grievances. Another consideration was the opportunity to identify practices which were not formalized in an agreement such as management reluctance to fire or lay off an employee. As mentioned earlier, the final list of practices on the questionnaire had to be kept within reasonable limits.

The author identified a cross section of eighteen management practices which possibly evolved from the labor-management relationship. He hoped that preliminary interviews would enable him to decrease the number of management practices to be examined by survey. However, seven management practices were deleted and ten were added for a total of twenty-one. The author was still faced with delimiting the research. The questionnaire was designed to answer the basic questions in the research statement (See page 16). The first question in the research

statement required a maximum of two arithmetical comparisons and the testing of a maximum of two null hypotheses for each of the twenty-one management practices, depending on the outcome of the first arithmetical comparison.¹ The second basic question required a maximum of two arithmetical comparisons and the testing of a maximum of two null hypotheses.² The third question required a tabular comparison.³ By restricting sample stratification to the general group of manager-supervisors (military and civilian) and the general group of civilian workers, it was possible to limit the tests to a maximum of forty-four arithmetical comparisons and forty-four null hypotheses, in addition to a tabular comparison involving matrices of possible size 21 x 41 (managers) and 21 x 347 (workers).

It would be interesting to determine if the various groups at Robins have different perceptions about management practices. For example, additional comparisons could be made between managers and blue-collar workers, managers and white-collar workers, military managers and civilian managers, blue-collar workers, and white collar workers, workers under 30 and workers over 29, and female workers and male workers. Comparisons between union and non-union workers, different racial groups and many more combinations were possible. However, since each comparison could result in the testing of forty-four arithmetical comparisons and forty-four null hypotheses, one can see that such analysis rapidly approaches unmanageable proportions.

¹See pp. 40-46.

²See pp. 47-51.

³See pp. 51-52.

The variance of attitudes among the management groups or among the worker groups is unknown. However, it is usually assumed that blue-collar and white-collar characteristics are different in some respects, such as identification with management, attitudes toward unions, and promotion expectations. A similar assumption can be made about differences in military, white-collar, and blue-collar managerial employees. To the extent that these assumptions are true, the research is biased because the study is limited to the collective perceptions of managerial employees and the collective perceptions of workers.

The Sample Size

According to Yamane, the samples required in practical research problems must be large enough so that a normal approximation can be used. It is possible to determine a proper sample size by use of a confidence interval, where the required precision is interpreted to mean the length of the confidence interval.¹

At the 95 percent confidence interval a formula can be derived, using 1.96 normal deviates. However, Yamane uses two normal deviates instead of 1.96 normal deviates to provide further simplification. This results in a 95.44 percent confidence interval instead of a 95 percent confidence interval. This slight difference has little, if any, effect in practical applications. Using this procedure, Yamane derived a simple formula for a finite population:²

¹Taro Yamane, Statistics, An Introductory Analysis (2d ed., Harper & Row, New York, 1967), p. 579.

²Ibid. P. 581. See pp. 580-583 for derivation of the formula.

$$n = \frac{N}{1 + Ne^2}$$

where n = sample size

N = population

e = percentage point error of estimation

Since 12,800 managerial and non-managerial workers were assigned to WRAMA, the sample size for employees became:

$$n = \frac{12800}{1 + 12800(.05)^2} = 388$$

About 1353 managerial personnel were assigned to WRAMA so the proportion of managerial employees to non-managerial employees was:

$$\frac{1353}{12800} \text{ or } .1057$$

Accordingly, the stratified sample consisted of 41 managerial employees and 347 non-managerial employees. Further stratification of the two major groups was necessary to insure that the sample was representative of the population. Of the 41 managerial employees, five were military, 22 were white-collar, and 14 were blue-collar. Of the 347 non-managerial employees, 167 were white-collar and 180 were blue-collar.¹

All of the questionnaires were returned and usable, primarily because the author supervised completion of the questionnaire. Even if the mail survey had been utilized, a relatively high response rate was anticipated because the survey was authorized and approved by DOD, WRAMA, and AFGE Local 987.

¹Based on 1974 personnel strength ratios: .12 military managers, .54 white-collar managers, .34 blue-collar managers, .48 white-collar workers and .52 blue-collar workers. For simplification, managerial employees will be referred to as managers and non-managerial employees will be referred to as workers.

Nevertheless, it would have been necessary to increase the number surveyed. As an estimate of the size of a mail survey, the author used the response rate determined by Louis V. Imundo, Jr., in a study at Tinker AFB, Oklahoma.¹ Although the survey instruments were different, the populations were similar. Another similarity was that the exclusive bargaining agent was an AFGE local.

The blue-collar response rate at Tinker was 34.2 percent and the white-collar response rate was 62.9 percent. The combined rate was 42.7 percent. Based on these rates and the stratification desired the author could have determined the size of a mail survey to insure that 41 managers and 347 workers responded.

The Sample Design

Systematic sampling is the process of taking observations at equal intervals in a list. For example, every kth item is selected. When nearby parts of a population are alike, systematic sampling with a random start is superior to simple random sampling in spacing the sampling units more evenly over the population.²

A stratified random sample is one in which the population is divided into fairly uniform groups or strata. Then

¹"Unionism at Tinker Air Force Base," Oklahoma Business Bulletin, July, 1972.

²John E. Freund and Frank J. Williams, Elementary Business Statistics (Prentice-Hall, Inc., Englewood Cliffs, New Jersey, 1964), pp. 375-377.

a random sample is drawn from each selected stratum. If the various strata can be made more homogeneous than the population as a whole, a stratified sample will yield more precise results than a random sample of the same size.¹

Since managers and workers comprised the WRAMA population, the author incorporated systematic and stratified sampling into the sample design. Using a table of random numbers to determine the starting point in each stratum, the author selected the name of every 32d military manager and every 33d white-collar manager, blue-collar manager, white-collar worker, and blue-collar worker.²

The Interview Sample

The author conducted a structured interview with top management and union representatives of WRAMA (See p. 34). Interview periods ranged from thirty minutes to three hours. Management officials interviewed were the Commander of WRAMA, Deputy Director of Materiel Management, Deputy Director of Distribution, Deputy Director of Procurement and Production, Deputy Director of Maintenance, Base Commander, and the Labor Relations Officer and assistants. Civilian deputies were interviewed instead of military directors. As civilians, the deputies had been more

¹Ibid.

²The following procedure was used in calculating the selection of each kth name. $1353 = \text{manager sample size}$. $.12 = \text{military managers}$. $.12 \times 1353 = 162 \text{ number of military managers}$. $.12 \times 41 = 5 = \text{number of military in manager sample}$. $162 \div 5 = 32\text{d military manager}$.

involved in labor relations at WRAMA than their military superiors since military personnel were reassigned more frequently than civilians. Union representatives (AFGE Local 987) interviewed were the union president, executive officer, secretary treasurer, and the chief steward of each directorate.

The Research Instruments

The research instruments were designed to answer the basic questions in the research statement. While each instrument provided specificity, the interview offered the advantage of exploring each subject in depth with the respondent.

The Survey

In the introductory statement of the questionnaire, the author stated the purpose of the survey and assured the respondents that their identities would remain confidential. He also attempted to eliminate or decrease respondent objections to revealing age and sex by explaining that such information was related to equal employment opportunities.

The questionnaire was composed of two basic parts. Part I requested demographic information and Part II requested information concerning manager and worker perceptions about management practices. Each respondent was asked to state yes

or no as to whether a specific management practice currently existed at Robins. He then stated "yes" or "no" as to whether he thought the union caused the result.¹ There were no right or wrong answers so a forced response was required. The important thing was what managers and workers believed to be true. The final question was designed to learn if a specific management practice was opposed by workers or managers.

Part II of the survey was based on preliminary research which indicated that, generally, the following management practices existed at Robins at the time of the survey:²

1. Management considers employee or union reactions when acting on working conditions or personnel policies or practices
2. Management is reluctant to fire an employee
3. Management is reluctant to lay off an employee
4. Management talks willingly with employees or their representatives about working conditions or personnel policies or practices
5. Management talks willingly with employees or their representatives about grievances
6. Management converts positions from civilian to military to avoid dealing with unions

¹Although it is more precise to think of "labor-management relationship" as broader in scope than "union," the author used these terms synonymously in the questionnaire for the purpose of simplicity.

²Although one might argue that results should not be stated at this point, preliminary research was necessary to design the questionnaire. Moreover, as shown in Chapter VIII, the final results differ from the preliminary results.

7. Downgrading, reclassification of job level, change of job description, or reorganization is discussed with the union prior to the effective date of change

8. Management considers employee needs and desires when acting on working conditions or personnel policies or practices

9. When a reduction-in-force occurs, management selects employees for release in the fairest way possible

10. Management downgrades only those positions which should be at a lower skill level

11. Management takes employees' needs and desires into account when granting leave

12. Employees are not detailed to menial tasks such as clean-up details

13. When negotiating an agreement with the union, management makes several proposals and counter proposals on each article before stating its real position

14. Employees are provided special tools and clothing if such items are required on the job

15. Management considers employees' desires when assigning overtime to qualified employees and attempts to assign overtime equitability

16. Upon request, employees are advised if they were considered for promotion and, if so, their rank order on the register

17. An employee is not required to furnish a doctor's statement as proof of illness unless the employee is suspected of abusing the privilege

18. Management advises employees in writing at least two weeks in advance of changes in hours of work and tours of duty

19. When negotiating, management does not give up anything to employees if it can be avoided

20. Managers and supervisors are trained in labor-management relations

21. Management sponsors training in labor-management relations for union stewards

As an exception, statement 6 is supposition. Although a completely negative response is anticipated from management, it will be interesting to learn if workers believe it is a management practice.

Simple language was used. The author attempted to avoid vagueness, ambiguity, leading questions, predictable response questions, and long statements or questions in the construction of the survey. Nevertheless, some bias was introduced because of the relatively positive phrasing of the management practice statements. However, the opportunity to identify negative practices during the interviews tended to offset this bias.

It was difficult to avoid predictable response questions. As an example, in management practice 4, "management consults with employees . . ." was changed to "management talks willingly with employees" Since the executive

order required management to consult, the response by management was predictable. However, managers were less likely to agree that management "talks willingly" with employees.

The terms "personnel policies and practices" and "working conditions" were vague. Nevertheless, these terms were included because all employee rights were manifest in them.

All of the management practices could have been grouped under management practices 1, 4, or 8. Practices 2 and 3 were subsets of 1, practices 5-7 were subsets of 4, and practices 9-21 were subsets of 8. Thus, the 21 management practices could have been reduced to three. This would have made it possible to expand testing beyond "management" and "workers" by comparing subsets of the population. However, the results would have been meaningless because of the loss of specificity. Specificity was required to answer the central question: What management practices have evolved as a result of the labor-management relationship?

The author attempted to avoid the "response set" bias by alternating the answers in columns 1 and 2 of the survey (see Appendix 1). The "response set bias" refers to the tendency of some people to choose the first answer while others choose the last answer to a two-way response.

One disadvantage which could not be overcome in the two-way response questions was the inability to distinguish between well thought out answers and those that received no thought at all.

Statement 22 addressed the question of whether management practices had improved. Statement 23 enabled respondents to identify management practices which they currently opposed.

The Interview

The interview provided the opportunity to obtain nearly complete returns from the desired sample. Generally, the interviewer obtained accurate replies by explaining questions, persuading the informant to provide the desired information, and judging the validity of the response. If the respondent appeared facetious, for example, the interviewer discounted his reply.

The author combined the techniques of the "patterned" and "non-directive" type of interview. A specific, detailed checklist of items is followed in the "patterned" interview. In the "non-directive" interview the interviewer follows the lead of the respondent, focusing entirely on the feeling being expressed. The interviewer seldom if ever asks questions or gives information.¹

The author used prepared questions but probed those subjects where the individual appeared to have the greatest knowledge. Additional questions were asked if necessary to provide more thorough analysis of a topic or statement by the respondent. The basic interview was structured as follows:

¹Wendell French, The Personnel Management Process (Boston: Houghton Mifflin Co., 1962), Chapter 9, F. J. Rothlisberger & William J. Dickson, Management and the Worker (Cambridge: Harvard University Press, 1939), Chapter 13.

1. In general, have management practices at WRAMA changed as a result of management's dealing with unions; the following subjects were used to determine specific management practices that may have developed:

- (a) Hours of work and tours of duty
- (b) Overtime
- (c) Holidays
- (d) Leave--annual, sick, misc.
- (e) Federal Wage Surveys
- (f) Environmental Differential Pay
- (g) TDY
- (h) Job classification
- (i) Job description
- (j) Training
- (k) Tests
- (l) Employee performance standards
- (m) Employee appraisal
- (n) Incentive Awards
- (o) Reduction-in-force
- (p) Promotion
- (q) Details
- (r) Health and safety

2. Are you opposed to any management practice (Rank in order of opposition)

3. What has been the impact of succeeding executive orders

4. Are there any trends in management-labor relations
5. Has the attitude of workers changed (How is this different now versus 1961)
6. What changes has management been forced to adopt
7. What does the future hold, in terms of management-union relations (practices)
8. What are the critical relationships (for example, reduction-in-force on mind; what are procedures for handling)
9. Why are they critical
10. What is management's attitude on contract negotiations (for example, tough or liberal)
11. What is management's attitude at renegotiation time
12. What is management's attitude on enforcing contracts
13. Are you a member of the negotiating team (or consulted on negotiations or present during negotiations)
14. What kind of contract changes occurred
15. What was rebargained
16. What was finally agreed to
17. Do you wish to add anything

Pretest of the Questionnaire

Even the most careful screening does not eliminate every problem with all questions. Thus, pretesting is important to find those problems which reduce the validity of the test.

The author randomly selected five workers from the WRAMA population. Each respondent was tested separately. The instructions to the questionnaire and each question were

discussed with the respondent to insure understanding. The respondents were asked to give a reason for each choice. Although no revisions to the survey were necessary as a result of the pretest, it was discovered that verbal explanations were necessary for several questions.

The author randomly selected five additional workers for a second pretest. After general instructions, the respondents completed their questionnaires simultaneously. Again explanations were necessary. Although a revision of the test was considered unnecessary, the author was further convinced that the size of the questionnaire could not be increased without increasing its overall complexity and thereby decreasing its validity because of a lack of understanding and cooperation by the respondents.

Data Collection

The author reviewed each questionnaire to insure that the requested information had been recorded. The author planned to put the information on IBM cards for computer analysis, using the format and field location listed below. Due to the unavailability of key punch equipment or computer time, the author tabulated and summarized the data manually. Fortunately, computer time was available for the chi square analysis.

Statistical Methodology

The Chi Square Test

According to Freund and Williams the chi square (χ^2) test is appropriate when dealing with count data.¹ Since the number of yes and no responses were counted for management and workers, the statistical model satisfied this first requirement. Although the responses fell into discrete categories, the author assumed that underlying such a dichotomy there was a continuum of possible results. That is, some individuals who responded "yes" were closer to saying "no" than others who said "yes." Similarly, some said "no" emphatically while others said "no" with minimal conviction. Siegel states that when the data of research consist of frequencies in discrete categories the chi square test may be used to determine the significance of differences between two independent groups.² Since the hypotheses in this case involve tests of agreement or disagreement between two independent groups, management and workers, the chi square statistic was selected. The null hypothesis, H_0 can be tested by³

¹Freund and Williams, p. 278.

²Sidney Siegel, Non Parametric Statistics (McGraw-Hill Book Company, Inc., New York, 1956), p. 104.

³The following remarks concerning the chi square formula are based on Siegel, pp. 104-111.

$$\chi^2 = \sum_{i=1}^r \sum_{j=1}^k \frac{(O_{ij} - E_{ij})^2}{E_{ij}} \quad (1)$$

$$i=1 \quad j=1$$

where O_{ij} = observed number of cases categorized in
ith row of jth column

E_{ij} = number of cases expected under H_0 to be
categorized in ith row of jth column

$\sum_r \sum_k$ = directs one to sum overall (r) rows and
(k) columns

$$i = 1 \quad j = 1$$

The values of χ^2 yielded by this formula are distributed approximately as chi square with $df = (r-1)(k-1)$ where r = the number of rows and k = the number of columns in the contingency table, and df = degrees of freedom.

The expected frequency for each cell (E_{ij}) is determined by multiplying the two marginal totals common to a particular cell, then dividing this product by the total number of cases, N . For example, the expected frequency for cell A in Table 1 is $(A+B)(A+C)/N$.

One of the most common uses of the chi square test is the test of whether an observed breakdown of frequencies in a 2×2 contingency table could have occurred under H_0 . In this particular case people are classified according to their responses:

TABLE 2.1
2 x 2 CONTINGENCY TABLE

<u>Group</u>	<u>Number</u>		<u>Total</u>
	<u>Yes</u>	<u>No</u>	
Group I	A	B	A+B
Group II	C	D	C+D
<hr/>			
Total	A+C	B+D	N

The null hypothesis is as follows:

Ho: There is no difference between the two groups
in the proportion with which they give yes and
no answers

H1: One group gives a greater proportion of yes
answers than the other group

χ^2 values are small if the observed and expected frequencies are in close agreement. Thus, the larger the χ^2 , the more likely it is that there is disagreement between the two groups and that the null hypothesis will be rejected. In Table 2.1 there is 1 degree of freedom, and for a significance level of $\alpha=5$ percent (Using a table of critical values for χ^2) we find $P(3.84 < \chi^2 < \infty) = 0.05$ and the rejection region is $\chi^2 \geq 3.84$. Hence, if the computed χ^2 is 6.25, we reject the null hypothesis that there is no difference in the responses of the two groups.

When applying the chi square test to data where both r and k equal 2, the following formula is preferred:

$$\chi^2 = \frac{N}{(A+B)(C+D)(A+C)(B+D)} \left\{ (AD-BC) - \frac{N}{2} \right\}^2 \quad (2) \quad df = 1$$

Formula (2) is easier to apply than formula (1) inasmuch as only one division is necessary in the computation. Moreover, it lends itself to machine computation. It also incorporates a correction for continuity which markedly improves the approximation of the distribution of the computed χ^2 by the chi square distribution. Accordingly, this formula is used by the author.

Test of General Hypothesis 1

The reader will recall that General Hypothesis 1 is: Certain management practices have evolved from the labor-management relationship since 1962. In order to prove or disprove the hypothesis, the author compared the responses of managers and workers regarding the twenty-one management practices described earlier. This required two comparisons for each practice; that is, does the practice exist and, if so, did it evolve as a result of the labor-management relationship? A simple majority of 51 percent was the decision rule used in determining the existence and cause of the management practice.

Naturally, a large consensus was considered more meaningful than a simple majority. A small consensus concerning existence or cause of a practice required an examination into the reasons for the manager and worker responses.

If a majority of managers and workers said that a practice was nonexistent, the author made no further inquiry concerning cause. Although it would be interesting to learn if the labor-management relationship prevented a management practice, such analysis is beyond the scope of this study.

If a majority of one or both groups said a practice currently existed, additional calculations were made. However, the responses of those who said the practice was nonexistent were disregarded in the comparison of answers to the second question.¹ These responses were not relevant in the second comparison because the study was limited to identifying the practices which evolved as a result of the labor-management relationship. This reasoning becomes apparent upon referring to Table 1 in Appendix 4. Note that the "yes" responses of managers in column 6, line 2, who responded "no" to "Management Practice Exists" and "yes" (column 6, line 2) to "Result of Union" (the union has prevented the management practice) cannot be added to the "yes" responses of managers in column 6, line 1, who responded "yes" (column 2, line 1) to "Result of Union" (the union caused management to adopt this practice) because they are mutually exclusive categories. Therefore, for those who said the practice currently existed and that

¹Is the Practice a result of the Union?

it evolved as a result of the labor-management relationship, calculations were made to determine if their responses were sufficient to represent a majority of all managers or all workers, as applicable. If so, it was concluded that the management practice did or did not evolve from the labor-management relationship, as appropriate. If the responses were indecisive or inconclusive, the conclusion as to the cause of the practice was based on an analysis of the labor-management relationship, the labor contract, or other relevant information. Additional calculations were made concerning the responses of this subset of managers and workers. That is, did a majority of those in the managerial subset and a majority of those in the worker subset believe the practice evolved as a result of the union? This made it possible to gain additional insight into the attitudes of managers or workers and thus additional insight into the practice.

The proof of General Hypothesis 1 depended on proof of the existence of one or more management practices which evolved from the labor-management relationship.

In order to determine if there was a significant difference concerning manager and worker perceptions about the existence and cause of a management practice, two chi square tests were conducted. The first test determined if the managers and workers agreed concerning the existence of the practice. The null hypothesis was:

Ho: There is no difference between managers and workers in the proportion with which they give

yes and no answers that management practice 1 exists.

The alternative hypothesis was:

H1: One group gives a greater proportion of yes answers than the other group that management practice 1 exists.

A contingency table was constructed for each management practice, and the responses of managers and workers about the existence of each practice were summarized:

TABLE 2.2
MANAGEMENT PRACTICE 1 EXISTS

<u>Group</u>	<u>Number</u>		<u>Total</u>
	<u>Yes</u>	<u>No</u>	
Managers	A	B	A+B
Workers	C	D	C+D
<hr/>			
Total	A+C	B+D	N

The data were inserted into formula (2), or equivalently into the chi square computer program¹ and results tabulated at $\alpha = .05$ $df = 1$. Since χ^2 critical value = n , H_0 was accepted if the results of the tabulated $\chi^2 < n$, and rejected if $\chi^2 \geq n$, for a one-tail test.

It is emphasized that the statistical test did *not* determine if a given management practice was in existence. The test merely stated whether the proportion of agreement or disagreement between the groups was statistically significant.

¹The chi square computer program is described in Appendix 2.

If Ho was accepted, the following conclusions were possible:

1. If the majority of each group responded "yes," managers and workers agreed that management practice 1 was in existence; if the consensus of opinion was based on a slight majority, further examination of this practice was considered appropriate

2. If the majority of one group said "yes" while the other said "no," the existence of the practice was considered possible; greater understanding of this situation was required, particularly if management considered the practice to be desirable

3. If the majority of each group said "no," managers and workers agreed that management practice 1 was nonexistent

If Ho was rejected, the following conclusions were possible:

1. If the majority of each group said "yes," the management practice was in existence; nevertheless, the proportion of those agreeing was significantly different and a potential problem existed; better communications were needed

2. If the majority of one group said "yes" while the other said "no," the difference of opinion was significant; although existence of the management practice was possible, greater understanding of this situation was required, particularly if management considered the practice to be desirable

3. If the majority said "no," the management practice was nonexistent; although the proportion of those agreeing was

significantly different, the degree of difference in this instance was not necessarily important

The second chi square test was restricted to those who perceived that the practice currently existed since the study was limited to identifying practices which evolved as a result of the labor-management relationship. The second test was not performed if the majority of workers and managers agreed that the management practice was nonexistent. Considering managers and workers who believed the practice currently existed, the null hypothesis was stated as:

Ho: There is no difference between the managerial subset group and the worker subset group in the proportion with which they give yes and no answers that management practice 1 is the result of the labor-management relationship.

The alternative hypothesis was:

H1: One subset group gives a greater proportion of yes answers than the other subset group that management practice 1 is the result of the labor-management relationship.

A contingency table was constructed for each management practice, and the responses of the managers and workers in the subsets concerning the cause of each practice was summarized:

TABLE 2.3

MANAGEMENT PRACTICE 1 EXISTS AND IT
EVOLVED AS A RESULT OF LABOR-
MANAGEMENT RELATIONS

<u>Group</u>	<u>Number</u>		<u>Total</u>
	<u>Yes</u>	<u>No</u>	
Managers	A	B	A+B
Workers	C	D	C+D
<hr/>			
Total	A+C	B+D	N

The data were inserted into the chi square computer program. H_0 was accepted if $\chi^2 < n$ and rejected if $\chi^2 \geq n$, where $\alpha = .05$ and $df = 1$, for a one-tail test.

If H_0 was accepted, it was possible to conclude that the perceptions of those in the managerial subset were not significantly different from the perceptions of those in the worker subset concerning the cause of management practice 1.

If H_0 was rejected, it was possible to conclude that the perceptions of those in the managerial subset were significantly different from those in the worker subset regarding the cause of management practice 1. Further evaluation concerning the difference of opinion was suggested in order to determine if a potential problem existed.

The same tests of management practice existence and union effects were performed on each of the twenty-one management practices.

Test of General Hypothesis 2

General Hypothesis 2 has been stated as: Managers and workers believe that management practices have improved as a result of the labor-management relationship. The test of this hypothesis also required analysis of the responses to a two-part question: (1) Have management practices improved? and (2) (Did this occur as a) Result of the Union? A conclusion that General Hypothesis 2 was true was contingent upon a majority of both groups responding "yes" to the first part and their "yes" responses to the second part representing a majority of all managers and all workers. However, if the responses were indecisive or inconclusive, analysis of the labor-management relationship, the labor contract, and other pertinent information also provided a means of forming a conclusion about whether management had improved. Additional calculations were made concerning the responses of the subset of managers and subset of workers. That is, did a majority of those in the managerial subset and a majority of those in the worker subset believe management practices improved as a result of the union? This provided an opportunity to gain further insight into the attitudes of the groups.

In order to determine if there was a significant difference concerning manager and worker perceptions about the improvement of management practices and the cause, two chi square tests were performed. The first test determined if managers and workers agreed concerning the improvement of management practices.

The null hypothesis was:

Ho: There is no difference between managers and workers in the proportion with which they give yes and no answers that management practices have improved.

The alternate hypothesis was:

H1: One group gives a greater proportion of yes answers than the other group that management practices have improved.

A contingency table was constructed and the responses of the groups concerning the improvement of management practices was summarized:

TABLE 2.4

MANAGEMENT PRACTICES HAVE IMPROVED

<u>Group</u>	<u>Number</u>		<u>Total</u>
	<u>Yes</u>	<u>No</u>	
Managers	A	B	A+B
Workers	C	D	C+D
<hr/>			
Total	A+C	B+D	N

The results were calculated using the chi square computer program.

If Ho was accepted, the following conclusions were possible:

1. If the majority of each group responded "yes," managers and workers agreed that management practices had

improved; if the consensus of opinion was based on a slight majority, further evaluation concerning the improvement of practices would be appropriate

2. If the majority of one group responded "yes," while the other said "no," it was possible that management practices had improved; the disagreement was not significant; in such a case, it would be appropriate to evaluate why management practices were not more acceptable

3. If the majority of each group said "no," managers and workers agreed that management practices had not improved; thus, it would be appropriate for management to determine why management practices had not improved

If the H_0 was rejected, the following conclusions were possible:

1. Management practices had improved if the majority of each group said "yes;" nevertheless, the proportion of those agreeing was significantly different; further evaluation concerning why one group had a lower opinion of the improvement than the other group would be appropriate

2. If the majority of one group said "yes" while the other said "no," the difference of opinion was significant; although management practices had improved, further evaluation concerning the cause of the disagreement, and the reason why there was not greater consensus that practices had improved would be appropriate

3. Management practices had not improved if the majority of workers and managers responded "no"; although

the proportion of agreement was significantly different, the outcome was important in this instance and not the degree of difference; hence, a determination by management of why management practices had not improved would be appropriate

The second test was restricted to those who perceived that management practices had improved. The test was unnecessary unless management practices had improved. The null hypothesis was:

Ho: There is no difference between the subset group and the worker subset group in the proportion with which they give "yes" and "no" answers that management practices have improved as a result of the labor-management relationship.

The alternate hypothesis was:

H1: One subset group gives a greater proportion of "yes" answers than the other subset group that management practices have improved as a result of the labor-management relationship.

A contingency table was constructed and the responses of those in the subsets were summarized:

TABLE 2.5

MANAGEMENT PRACTICES HAVE IMPROVED BECAUSE OF
THE LABOR-MANAGEMENT RELATIONSHIP

<u>Group</u>	<u>Number</u>		<u>Total</u>
	<u>Yes</u>	<u>No</u>	
Managers	A	B	A+B
Workers	C	D	C+D
<u>Total</u>	<u>A+C</u>	<u>B+D</u>	<u>N</u>

The results were calculated using the chi square computer program.

If H_0 was accepted, it was possible to conclude that the perceptions of those in the managerial subset were not significantly different from those in the worker subset concerning the effect of labor relations on management practices.

If H_0 was rejected, it was possible to conclude that the perceptions of those in the managerial subset were significantly different from those in the worker subset regarding the effect of labor relations on management practices.

Test of General Hypothesis 3

The final test concerned General Hypothesis 3: Managers and workers are opposed to certain management practices. Conclusions about the validity of this statement were based on a comparative analysis of responses indicating opposition to the management practices listed in the survey. The author weighted practices according to the degree of opposition. That is, 21 points were assigned to a management practice each time a worker listed it as the one to which he was most opposed, 20 points were assigned to the practice he ranked as "next most opposed" and so on until all opposition was recorded. The results were then tabulated and an opposition matrix constructed. Similarly, an opposition matrix for managers was constructed. The size of the initial matrix depended upon the number of people in the group who listed a management practice and the number of management practices listed. That is, the largest

matrix possible for workers was 21 x 347. The size of subsequent matrices depended upon the number of practices listed and the opposition ranking.

Limitations

The chi square test has certain limitations. The expected frequencies (E_{ij}) in each cell should not be too small. When they are smaller than minimal, they may not be properly or meaningfully used.¹ H. Cramer states that when the expected frequencies are larger than 10, we have a good approximation.² Snedecor states that when the observed frequencies are less than 5 in any cell, the approximation to the chi square distribution becomes poor.³ Taro Yamane uses the rule that expected frequencies should be at least 5.⁴ Siegel notes that adjacent classifications may be combined when observed frequencies do not meet minimal requirements, providing such combining does not rob the data of their meaning.⁵ However, he does not properly define minimal requirements. In any case, combining the categories in this research would render the data useless for testing purposes. Therefore, the author applied the rule that the test was not meaningful if the E_{ij} in each cell was less than 5. Other limitations of the survey were discussed under the section: The Research Instruments.

The author conducted no statistical tests on interview responses. Nevertheless, the interview permitted conclusions which supported the statistical data in the survey. The

⁴Ibid. ¹Siegel, p. 110. ⁵Siegel, p. 109.

²Yamane, p. 631.

³Ibid.

interview also provided a means of clarifying certain issues which were not explained by the survey. For example, if the survey was inconclusive that a management practice currently existed, the interviews often provided enough positive or negative indicators to reach a conclusion regarding existence of the practice.

The degree of reliability of the interview is the extent to which the interviewer or an interviewing technique is consistent in obtaining objectivity. He may minimize hostility or nervousness by the respondent by establishing rapport and ease at the outset of the interview. The interviewer must provide for spontaneity as he asks the prepared questions so that he may follow or listen to important matters mentioned by the respondent. To the extent that the author achieved these objectives, the interviews were reliable.

The validity of the interview is judged by the extent to which management practices which have evolved as a result of the labor-management relationship at Robins are actually identified or other questions in the interview are answered accurately. To the extent that the author was able to explain the questions to permit common understanding, persuade the respondent to provide the desired information, and judge the validity of the response, the interviews were valid.

CHAPTER III

A HISTORICAL PERSPECTIVE OF LABOR RELATIONS IN THE FEDERAL SERVICE

Early Developments

Unions and strikes existed prior to the Revolutionary War. These labor organizations were short-lived, and the 1790s marked the beginning of unions that were to survive for any prolonged period.¹ Early unions were composed of skilled workers like carpenters and bricklayers. Attempts at bargaining were characterized by unilateral demands and compromises were uncommon. The stronger side prevailed.

The first recorded instance of collective federal employee dissatisfaction occurred in 1807 when the Secretary of the Navy dismissed blacksmiths who complained of low wages at the Portland Navy Yard.² Additional disputes occurred in other Navy yards during the next fifty years. These were concerned primarily with length of the work day.

¹Neil W. Chamberlain and James W. Kuhn, Collective Bargaining, (2d Ed.; New York: McGraw Hill, 1965) Chapter 1.

²Chantee Lewis, "The Changing Climate in Federal Labor Relations," United States Naval Institute Proceedings, Vol. 91 (March 1965), p. 61. Note: The US Navy has traditionally been a key agency in federal labor relations. This was attributed to the fact that they employed substantially more blue-collar workers than other departments until the 1930s (Joseph P. Goldberg, "The Government's Industrial Employees") Monthly Labor Review LXXVII (Jan, 1954), pp. 1-2.

The only other recorded unionist activity in the federal sector was in the Government Printing Office. Prior to its purchase by the government in 1861, it was a private firm employing only union members. Under government management the closed shop concept was continued, supported by strong printing unions and cooperative government administrators who stifled any attempts by employees to withdraw from the unions.¹

Recognition of the unions representing the printers was established in 1924 by congressional passage of the Kiess Act which provided for collective bargaining. The inherent strength of the printing unions, initial establishment of this facility as a private enterprise, and eventual government recognition of the unions as representative of the employees were primary factors responsible for collective bargaining in the Government Printing Office.²

With the exception of federal workers in the Navy and the Government Printing Office, there was little union activity among public employees in the 1800s. Although the labor movement in the private sector became organized during the late eighteenth and early nineteenth century, similar growth among organizations of government workers was slower and generally confined to a few isolated departments.

¹Frederich, et al, p. 200.

²Paul P. Van Riper, History of the United States Civil Service (White Plains, NY: Row, Peterson and Co., 1958), p. 188.

The Fight for Recognition

Unions in the Post Office Department started as local movements in the early 1860s. Letter carriers formed mutual benefit associations to seek improvement in working conditions, pay, and management decisions. These associations also became a means of informing legislators of employee problems.¹ The National Association of Letter Carriers became the first national union of postal workers in 1890. In 1890 a group of local organizations in the large eastern cities formed the National Association of Post Office Clerks. A rival group formed the United Association of Post Office Clerks after the National Association failed to obtain legislative relief for its membership. The Postmasters controlled the United Association by loading it with management-oriented supervisors who dominated the membership. In 1899 the two organizations merged to form the United National Association of Post Office Clerks. They did not affiliate with the American Federation of Labor since postal workers had not identified themselves with the trade union movement. The Railway Mail Association (originally known as the National Association of Railway Postal Clerks) was founded in 1891 as a social organization. It developed as a mutual benefit association for insurance purposes because of the high casualty rate sustained by its members in the line of duty.²

¹Spero, The Labor Movement in a Government Industry (George H. Doren Co., New York, 1924), pp. 26 and 60-61.

²Ibid., pp. 80-129.

The carriers for the rural free delivery service formed the National Rural Letter Carriers Association in 1903. A dissident faction of the United National Association of Post Office Clerks affiliated with the AFL and formed the National Federation of Post Office Clerks in 1906.¹ The Brotherhood of Railway Postal Clerks was formed in 1911. Their purpose was to advise Congress of their grievances and reduce reprisals against the workers.²

From 1895 to 1912, Post Office Department employees were ordered not to influence congressional opinion. These orders, known as gag rules, and anti-union activity by the Post Office Department did not prevent the development of more unions of postal workers. Nevertheless, union organization was inhibited and some weak locals were disbanded. Finally the unions gained the support of Congress. Although President Taft amended the gag rule and the removal procedure to make it more palatable, it was too late. The Lloyd-LaFollette Bill became law on August 24, 1912.³

The act represented an end to the gag rule and the unions' long campaign of protest. Essentially, it was negative in character. It prevented postal employees from being removed or reduced in rank because of union membership, as

¹Ibid., pp. 85-110 ²Ibid., pp. 140-147.

³Ibid., p. 170. The President amended the gag rule by instructing all departments to forward expeditiously any communications addressed to Congress. Additionally, he reinstituted a requirement to substantiate removal actions in writing; written defenses were also permitted.

long as the union did not require them to strike. The act granted employees the right to petition Congress without interference. By extension other federal employees have been authorized the right to join any organization which does not assert the right to strike or advocate the overthrow of the government.¹ In effect it provided the charter under which the unions operated, and the relationship between the unions and the government was formulated.

Postal workers were unable to benefit from this legislation until much later. Postmaster General Burleson, who assumed office in 1913 and remained until 1920, refused to recognize any of the unions and worked against them. The Burleson administration's attitude tended to consolidate and strengthen the cause of postal unionism. The militant faction of the unions used this opportunity to rally employees to its cause. Many of the organizations became affiliated with the AFL.²

The labor-management relationship changed drastically when Hays became Postmaster General in 1920. He believed in the value of unions and formulated his policies to be consistent with their existence and growth.

While postal unions were winning their struggle for recognition, labor relations continued to develop in other areas

¹Merrell, p. 8. Also, see 37 Stat 555.

²Carl J. Friedrich, et al, Problems of the American Public Service (New York: McGraw-Hill Book Co, 1935) pp. 229-243.

of the federal government. Federal employees comprised most of the work force at navy yards and arsenals while management was composed of army and naval officers. These military managers were authoritarian, deeply instilled in military tradition, and grossly lacking in any understanding of unions and collective bargaining or labor relations. They considered their positions to be supreme, and the most appropriate procedure was to command, not to negotiate. Any organization of employees that sought changes in working conditions was viewed as a threat to their authority. Rotation of the officers and replacement with inexperienced personnel every two to three years tended to impede improvement of relations.¹

Early disputes at Army arsenals centered around better wages and fewer hours. In 1893 workers walked off their jobs at Watervliet Arsenal, Troy (New York). A similar incident occurred at the Springfield (Massachusetts) Arsenal in 1904.²

Of greater concern was the introduction of scientific management by its pioneer, Frederick Taylor. He thought that government facilities would be ideal for introducing scientific management methods because he saw no danger of production stoppages or strikes caused by employee resistance.³

Taylor initiated the system at the Watertown Arsenal in 1909. It did not arouse any reaction from the workers or

¹Sterling D. Spero, Government as Employer (New York: Remsen Press, 1948), p. 94.

²David Ziskind, One Thousand Strikes of Government Employees (New York: Columbia University Press, 1940), pp. 31-32.

³Spero, Government as Employer, p. 449.

their unions, and within the ensuing period Taylor was able to observe the success of his idea. But two years later when he attempted to institute a premium payment plan for the workers, the moulders rebelled. Unions supported the moulders, contending that inducing employees to work faster and exceed the standard was degrading, injurious to health, and deliberately subverting the purposes of labor organizations. Finally a strike ensued.¹

The strike at the Watertown Arsenal, although of limited local consequence, had a widespread reaction nationally. It provided an opportunity for the AFL to adopt a strong position against all worker efficiency systems.²

Scientific management tripled production at the Watertown Arsenal by the end of 1913 with only a third of the production workers operating under the premier system. Taylor disciples refused to attempt to obtain union support because they opposed union policies of restricted output and collective bargaining.³ In 1916 Congress enacted a statute prohibiting the use of the time study on all government jobs. The opposition to scientific management became so strong that the prohibition was incorporated in federal appropriation acts

¹Jean T. McKelvey, AFL Attitudes Toward Production, 1900-1912 (Ithaca, N.Y.: New York State School of Industrial and Labor Relations, 1952), pp. 16-17.

²Spero, Government as Employer, p. 454.

³Milton J. Nadworny, Scientific Management and the Union (Cambridge, Massachusetts: Harvard University Press, 1955), pp. 69-77.

for almost thirty-five years. It was not until 1949 that the restriction was finally removed and engineered standards adopted.¹

The Emergence of Federal Employee Unions

In 1915 the Federal Employees Union was organized in San Francisco. It quickly affiliated with the AFL and within a year had fifty locals. In 1917 the union became known as the National Federation of Federal Employees (NFFE).² The NFFE accepted federal employees as members regardless of their trade or craft. The charter given the union by the AFL contained a broad grant of jurisdiction which included all federal employees except those having the right to hire and fire, postal employees, and workers who were exclusively eligible for membership in another AFL union.³

The United States entry into World War I had an accelerating effect on federal employment. In less than two and a half years, federal employment more than doubled to over 900,000 people. The greatest impact was felt in the District of Columbia where the number of federal employees tripled.

The unions and the government cooperated during World War I for the sake of the war effort. Samuel Gompers

¹Ibid., pp. 82-103.

²The Civil Service Throughout the Country, Good Government, XXXIV (November 1917), p. 80.

³The Federal Employee, I (Aug., 1916), pp. 89-90. in Edwards, Geniena A., "Organized Federal Workers" (unpublished master's thesis), p. 20.

marshalled the unions into a Council of National Defense with assurance that they would maintain production in return for the maintenance of labor standards. The Army and the Navy extended de facto recognition to all unions and specifically prohibited discrimination of union members in an effort to sustain uninterrupted production in the arsenals and shipyards.¹

The favorable attitude by government during the war and organizing assistance by the AFL² helped the NFFE grow from 10,000 members in 1917 to 50,000 by 1919.³ It became the largest single union of government employees outside the Post Office Department. The objectives of the NFFE were designed to benefit the worker and protect the public. The union refuted the right to strike and supported legislation in the 1920s to improve the Civil Service.⁴

The jurisdictional quarrels among craft and industrial unions reached the stage of open hostility in the AFL convention of 1931. The break occurred when the NFFE withdrew from the AFL after the defeat of its resolution to extend civil service classification to all federal employees. By breaking ties cemented by fourteen years of cooperation, the

¹Spero, Government as Employer, p. 100.

²Edwards, pp. 22-23.

³Van Riper, p. 276.

⁴Luther C. Steward, "Objectives of an Employee Union--NFFE," Personnel Administration, I (Feb., 1939), pp. 6-7.

NFFE withdrawal established a system of dual unionism which still exists.¹ It is ironic that at the federation's next convention a resolution on classification was adopted that probably would have been acceptable to the NFFE.²

The NFFE reconsolidated its membership into thirty-nine locals after separating from the AFL. Those NFFE members who disagreed with this action formed their own union and attempted to affiliate with the AFL. This group of twenty-six locals was chartered on August 15, 1932, as the American Federation of Government Employees (AFGE). Starting with about 2,000 members the union grew to over 38,000 by 1936. At least a third of this number were state, county, and municipal employees who had been encouraged to join with the federal workers.³

A hostile rivalry existed between the AFGE and NFFE for several years. The federal employee was the loser in this struggle as unions failed to counter the government's economy moves during the depression years of the thirties. The AFGE had the additional problem of curbing the more militant workers who had gravitated to its ranks and advocated the use of economic sanctions to satisfy their demands.⁴

Labor relations became highly developed in one of the new agencies, the Tennessee Valley Authority (TVA). A major

¹Rice, pp. 21-22. The withdrawal referendum was close with 16,335 in favor and 11,405 against withdrawal.

²Edwards, pp. 63-64. ³Rice, pp. 21-22.

⁴Ibid., pp. 21-32.

factor in this development was that TVA encouraged workers to join unions.¹ Even today union membership is considered a positive factor in personnel actions of promotions, selections, and transfers. Neither the closed nor the union shop prevails. Representation and bargaining are performed by many unions, all of which are represented in combined organizations. The Tennessee Valley Trades and Labor Council represents the craft unions and the Salary Policy Panel represents the professional and clerical groups.²

The progressive labor relations policy of the TVA has been successful. A general agreement negotiated in 1940 covered working conditions, grievances, and other matters of mutual interest. It is revised and updated periodically. The unions have responsibilities for wage survey assistance, handling of grievances, and the settlement of jurisdictional problems. Economies of operation have been achieved through a system of cooperation committees emanating from the Council and Panel. There have been no major work stoppages since the inception of the policy over thirty years ago.³

The development of unions within government facilities was more successful when the work was comparable to that in the private sector. This usually meant that the more experienced workers within the facility had worked in private

¹Presumption by author.

²Harry L. Case, Personnel Policy in a Public Agency (New York: Harper and Brothers, 1955), pp. 44-51.

³Ibid.

industry and had been union members. Many of these agencies were autonomous and had greater latitude in formulating employee-management relations. Nevertheless, effective labor policy was lacking in most agencies.¹

The unsettled atmosphere with the AFGE continued. In 1936, in a sweeping move to rid itself of the recalcitrant faction within the organization, the AFGE revoked thirty-five local charters for enrolling Communist members, committing acts embarrassing to the government, failure to cooperate, and overlapping jurisdiction.² In 1937, seven others were suspended for acting against government economy moves.

John L. Lewis, Chairman of the Committee for Industrial Organization (CIO), seized this opportunity to include government workers in his group. In June, 1937, the CIO provisionally chartered the United Federal Workers of America (UFWA). A nucleus of twelve suspended AFGE lodges formed the organization initially, but a rapid growth followed. Within fifteen months the UFWA had 14,000 members in 131 locals.³ The UFWA followed CIO guidelines and except for a few exclusions,⁴ membership requirements were unrestricted. Ironically, the UFWA prohibited strikes and picketing.⁵

¹Harry Seligson, "A New Look at Employee Relations in Public and Private Service," 15, Labor Law Journal, 1964, p. 294.

²Rice, p. 24. ³Ibid., p. 36.

⁴Elected officials, officers having responsibility for hiring and firing, contractors' employees, and postal employees.

⁵Edwards, p. 31.

After World War II state, county, and municipal employees merged with the UFWA to form the 50,000 member United Public Workers of America (UPWA). Two actions during the UPWA's national convention in 1946 eventually spelled its downfall. Despite the prohibition against strikes in its national constitution, the UPWA adopted a resolution requiring a local to obtain national headquarters' approval before it could call a strike. This prompted strong congressional reaction, for the legislators abhorred the thought of strikes by federal employees. As a result Congress enacted legislation to preclude the payment of wages to any federal employee participating in a strike against the government or belonging to an organization that asserted this right. The prohibition was still in effect in 1974, with federal workers required to sign an affidavit repudiating the right to strike.¹

A second resolution passed by the convention was the support of a pro-Soviet policy by the government. Such activity was not unusual for the UPWA. It did not hesitate to give opinions on political as well as economic problems of the day.² The demise of the UPWA occurred in 1950, when it was expelled from the CIO for Communist elements within its leadership.³

¹Frederick Mosher and Edith Mosher, "Distinguishing Marks of the Federal Government Service," in The Federal Government Service: Its Character, Prestige and Problems (New York: The American Assembly, 1954), p. 141.

²Godine, The Labor Problem in the Public Service (Cambridge: Harvard University Press, 1951), pp. 124-126.

³Van Riper, p. 350.

Passage of the National Labor Relations Act (Wagner Act) in 1935 was an important event for labor. The Act made collective bargaining a matter of national policy for private sector employees. However, public employees were excluded.¹ Some attributed the exclusion to benevolent government policies which made it unnecessary to help federal workers get improved working conditions.²

Union membership among government employees continued to grow during the 1930s. By 1939 the 313,000 union members accounted for 34 percent of the total federal work force (compared with 23 percent of all workers in the private sector). Excluding the postal workers, only 19 percent of the federal workers were union members.³

The increase in union membership of federal workers was accompanied by an increase in affiliation with the AFL or the CIO. About 58 percent of all government service unions were affiliated by 1939. Affiliation offered bigger and better services to the unions, a more influential platform on which to approach congressmen, and a commonality of purpose in

¹"The term 'employer' . . . shall not include the United States, or any state or political subdivision thereof" (Sec 2(2), 49 Stat 449).

²Ida Klaus, "The Emerging Relationship," an address before the Conference on Public Employment and Collective Bargaining at the University of Chicago, February 5, 1965.

³Inclusion of the highly unionized postal employees distorts the figures somewhat. Of the 190,000 postal workers, 66 percent were union members. Gordon (Chicago: Civil Service Association, 1942), p. 15.

determining wage scales that were comparable to those in the private economy.¹

The three federal employee unions which existed in 1940 (NFFE, AFGE, and UFWA) disclosed uniform attitudes and objectives. Each stressed employee interests and the efficiency of government operations. The unions rejected the paternalistic philosophy of government that the workers would be served best by an "all wise, benevolent and extraordinarily solicitous employer." Instead they advocated employee action because they believed that the government generosity depended on persuasion by the governed. In order to improve the status of the civil servants, unions advocated a minimum wage of \$1500 per year, full application of the merit system, more liberal retirement, improved promotions, and retirement pay.²

The advent of World War II led to a general expansion of governmental activity with increasing employment at all levels. Blue-collar workers accounted for most of the increase. Most of these joined the unions, just as they had done in the private sector.³ As was the case in World War I, the War and Navy Departments recognized the workers' right to join unions and accorded them de facto recognition.

Post-war sentiment toward unions was not as favorable as it had been after WWI. The Labor-Management Relations

¹Ibid., pp. 99-105 ²Ibid.

³Otto S. Beyer, "Employee Relations in the Public Service--Present and Future," Public Personnel Review, VII (Jan., 1946), pp. 19-21.

(Taft-Hartley) Act of 1947 reaffirmed the public's commitment to collective bargaining but its provisions were considered more restrictive on labor than the Wagner Act.¹ Congressional furor over UPWA strikes against city governments resulted in a provision making it unlawful to strike against the federal government.²

Moreover, government employees were specifically excluded from coverage. The Act had little immediate effect upon the unions of government employees because anti-strike measures had already been imposed as riders to appropriation acts, and the Wagner Act excluded federal employees.

The Need for a Formal Labor Relations Program

The government averaged slightly over two million federal employees in the post-war period. Most were blue-collar workers. The majority of the craftsmen and skilled workers were employed in the installations of the armed forces, the Government Printing Office, the Bureau of Printing and Engraving, the TVA, and various other industrial operations.

¹Merrell, p. 6.

²United States Civil Service Commission, Employee Management Relations in the Federal Service (Washington: Government Printing Office), 1962, p. 2. "It shall be unlawful for any individual employed by the United States or any agency thereof including wholly owned government corporations to participate in any strike. Any individual employed by the United States or by any such agency who strikes shall be discharged immediately from his employment, and shall forfeit his civil service status, if any, and shall not be eligible for re-employment for three years by the United States or any such agency." 61 Stat 160 (1947).

The Federal Personnel Council, under the direction of the Chairman of the Civil Service Commission, was organized in 1947 to study and discuss the interpretation and development of personnel policies and practices within the federal government. In 1949 the Council recommended recognition of the right to organize, an open shop, recognition of consultation with employee organizations, and publication of agreements and notices of labor-management meetings.¹

The Council's recommendations were a departure from the neutral policy advocated by the Commission.² Although initial reaction by administrators and unions was favorable, application of the proposals was relatively limited.³

Some observers described Federal labor relations during the 1950s as "chaotic." Most administrators lacked consulting and negotiating skills, and union ineptness was apparent, with broken campaign promises and leadership tactics which confused the issues. Consequently, the labor-management relationship was characterized as complex, wasteful, and unnecessary.⁴

¹Marshall E. Dimock, Gladys O. Dimock and Louis W. Koenig, Public Administration (rev. ed.; New York: Holt, Rinehart, and Winston, 1958), p. 463.

²U.S. Civil Service Commission, Federal Personnel Manual, (Washington: Government Printing Office, 1950), Chapter E2(10).

³Mosher, p. 146.

⁴Eli Rock, "Practical Labor Relations in the Public Service," Public Personnel Review, XVIII (April, 1957), 71-74.

Perhaps this characterization pointed to the need for a uniform federal labor relations policy. In any case, unions continued to support legislation which would have achieved this goal. From 1949 to 1961 approximately 80 bills were introduced into Congress concerning federal employee recognition. The most important of these were bills submitted periodically by Representative George M. Rhodes and Senator Olin D. Johnson. Important features of the bills were representation of members in grievance procedures, prescribed punishment for violations of the act by government administrators, consultation on working conditions and certain personnel policies and practices, and third-party arbitration to settle disputes.¹

With few exceptions the Truman and Eisenhower administrations did not support the bills. Opposition centered in several areas. First, the measure would impose constraints on federal managers and remove the flexibility of decentralized operations.² Employees had protection under existing federal directives. Third, transfer of power from the commission to the Department of Labor would attack the center of the Civil Service System.³ Finally an executive order could accomplish the same thing as a law.⁴

¹Wallace S. Sayre, ed., The Federal Government Service (Englewood Cliffs, NJ: Prentice-Hall Inc., 1965), p. 196.

²Ibid., p. 196.

³Wilson R. Hart, Collective Bargaining in the Federal Service (New York: Harper & Brothers, 1961).

⁴US Congress, Senate Committee on Post Office and Civil Service Union Recognition, Hearings on S3593, 84th Congress, 2d session, 1956, pp. 270-271.

According to the news media a draft of an executive order was circulated through several agencies. Although Secretary of Labor Mitchell supported the order, it was blocked by Postmaster General Summerfield who wanted the status quo.¹

A letter written and disseminated by the President's Special Assistant for Personnel Management in mid-1958 indicated that the grievance procedures of some agencies were inadequate. He inferred that the government's labor relations program was not functioning smoothly because working relationships between agencies and employee groups needed improvement. Each department and agency head was asked to review policies and activities pertaining to employee-management relations in accordance with the Federal Personnel Manual and to report periodically on utilization and effectiveness.² Although the letter may have suggested that there were advantages to management and employee cooperation, it did not signal a change in official policy towards unions.

The attitude of the Eisenhower Administration was reaffirmed when he vetoed a federal pay raise bill in 1960. He considered it irresponsible that a few federal employees would set their welfare above the national good by forcing Congress to grant them a pay raise.³

¹Hart, pp. 6-8.

²Letter from Rocco C. Siciliano to Executive Department and Agency Heads on Employee-Management Cooperation as quoted in the Federal Employee, XLIII (July, 1958), pp. 14, 24.

³Hart, pp. 58-59.

1960 was an election year and a democratic Congress passed the bill over Eisenhower's veto. Although unionization of federal employees was not a campaign issue Senator John F. Kennedy wrote a letter to a postal union official supporting federal unionism.¹

By 1959 there were 16 national unions composed entirely of Federal employees, with a combined membership of over 550,000. Of these, thirteen were postal unions, one was a Navy organization, and two were general unions accepting membership of all Federal workers. Half of the unions were affiliated with the AFL-CIO.² About 27 percent of the work force was unionized. Excluding postal workers, 8 percent were members of unions.³

Postal unions were outspoken in their belief that they were responsible for much of the beneficial legislation that had been enacted. At the same time they disdained the lack of interest shown by other employees in improving their lot

¹Letter from John F. Kennedy to John Ames as quoted in "The Federal Spotlight," The Evening Star (Washington), Nov. 20, 1960, p. 2.

²These figures do not include private sector unions, such as the IAM/AW which have government employee members or locals.

³U.S. Department of Labor, Bulletin No. 1267, Directory of National and International Labor Unions in the U.S. (Washington: Government Printing Office, 1959), pp. 34-42. Rates were computed using Federal employment figures contained in U.S. Bureau of the Census, Statistical Abstract of the United States: 1966 (Washington: Government Printing Office, 1967), Tables 564 and 565, pp. 408-409. Note: 72 percent of postal workers were union members.

through unions of their own choosing. In commenting on the apathetic attitude of this group and referring to the passage of a pay raise that affected all federal workers, one postal union president said:

Classified employees should get down on their knees and thank God for the National Association of Letter Carriers. Otherwise they would have received no pay raise. I earnestly suggest to classified employees that they join a union. Frankly, we are sick and tired of carrying classified employees on our coattails.¹

Early in 1961 the Civil Service Commission drafted an executive order concerning employee relations. It was based on drafts prepared for discussion in 1954. Although limited in scope, it was intended as a national policy on union-management relations in government. Consultation, standards for recognition, and grievance procedures were major features of the order. Some feared that a more specific, all-inclusive policy would lead to an "administrative morass in the agencies."² Apparently the draft was never published or coordinated with other government departments for comment. However, it may have served to bring the whole matter to a decision.

In 130 years of the government's labor relations with its employees the following issues were at least partially settled:

¹Statement by William C. Doherty, President, NALC, as quoted in the Weekly Federal Employees' News Digest (Washington), July 11, 1960, p. 1.

²Memorandum from O. Glenn Stahl to the U.S. Civil Service Commission, "Proposed Executive Order-Union-Management Relations," February 28, 1961.

1. Recognition of the right of employees to join unions without fear of reprisal

2. Right of employees to be represented by unions in the presentation of grievances

3. Right of employees to affiliate with national federations and unions in the private sector

4. Prohibition against the affiliation of federal employees with organizations that assert the right to strike against the government

The major unresolved issues included:

1. The representation issue--should the government agency recognize all unions who claim members in their organization and negotiate with them

2. The definition of "supervisor"--should supervisors be permitted to join employee unions

3. The grievance procedure--should grievances lead to an arbitration process

4. The resolution of differences over policy--should there be a conciliation procedure to resolve impasses

5. The policy on collection of union dues--should there be a checkoff of union dues

In 1961 President John F. Kennedy appointed a task force to study these unresolved issues. In the next chapter the author discusses the results of the study group, Executive Order 10988, and the orders that followed.

CHAPTER IV

THE EXECUTIVE ORDERS

The Task Force on Employee-Management Relations

After the election of President Kennedy, there came a growing demand by Congress and labor leaders for a federal program of labor relations. The unions contended that the government had promoted labor relations in the private sectors but had prevented unionization of federal employees.¹

On June 22, 1961, President John F. Kennedy appointed a task force to study a broad range of issues concerning federal employee-management relations. The purpose was to assure the rights and obligations of employees, unions, and the Executive branch in pursuing labor-management cooperation in the federal service.²

The study group was composed of the Secretary of Labor, the Secretary of Defense, the Postmaster General, the Director of the Bureau of Budget, the Chairman of the Civil Service Commission, and the Special Counsel to the President. The

¹Rice, p. 37.

²Memorandum from President (John F. Kennedy) addressed to heads of departments and agencies on the subject of Employee-Management Relations in the Federal Service, June 22, 1961.

task force held public hearings in cities throughout the country and consulted with heads of federal departments and agencies. On November 30, 1961, the task force submitted its findings. The recommendations incorporated the best of the labor-management policies from the various federal agencies. The study group did not propose uniform government-wide practices. Rather it recognized the great variations among agencies by laying down general policies to guide development of labor-management relations.¹

Executive Order 10988, Employee-Management
Cooperation in the Federal Service

On January 17, 1962, the President signed Executive Order 10988, "Employee-Management Cooperation in the Federal Service." The President noted that the date was the 79th anniversary of the Civil Service Act (Pendleton Act). The Order was heralded as the Magna Carta of federal employee unionism.

It recognized that worker effectiveness and well-being were dependent upon orderly and constructive relationships between unions and management. Moreover, greater participation by employees in developing policies and procedures affecting their employment should improve employee-management relations in the federal service. Of course the public interest would

¹"A Policy for Employee-Management Cooperation in the Federal Service," A Report of the President's Task Force on Employee and Management Relations in the Federal Service. (United States Government Printing Office, Washington, DC, November 30, 1961).

remain the paramount consideration. Thus, policies governing the rights and obligations of federal employees, unions, and management in pursuing the obligations of employee-management cooperation were set forth in the Order. Employees could join unions. Once they had organized and been granted recognition, employees could negotiate a written contract . . . or bargain collectively.

Note, however, the absence of the term "collective bargaining" in the title and text of the Order. This may be definitive because a bargainer must have something he can withhold or offer. Public employees may not withhold their labor services.¹

Nevertheless the workers did not find themselves defenseless at the bargaining table. Although strikes were prohibited, they derived negotiating power from access to news media, lobbying in Congress, and third party involvement in arbitration cases and impasses resulting from contract interpretations. Thus, many unilateral decisions by management became subject to the bilateral terms of a signed contract.

With consultation required by the Order, management's paternalistic attitude of always making the right decision for its employees was expected to become unpopular. Further change was required by management because of significant responsibilities imposed on individual managers and supervisors.

¹Thomas C. Enright and Harold W. Adams Jr., "Collective Bargaining in State Employment--Oregon's Experience" (A report presented to the annual meeting of the Assembly of Government Employees, Washington, D.C. Oct. 23-24, 1966), p. 1.

In order to administer the program managers had to develop skills and knowledge in contract negotiations, interpreting contracts, and handling grievances under terms of the agreement.

Generally the Order provided for:

Right to organize: Federal employees could join or refrain from joining employee organizations.¹ However, conflicts of interest were prohibited. For example, a conflict of interest would have occurred if a management official or personnel officer held office in an employee organization.

Recognition of unions: Informal recognition could be granted to any union. Although the union had no rights of consultation with management, it had the right to be heard on matters of interest to its members. This was simply an extension of the right of any government employee to be heard.

Formal recognition was granted if at least 10 percent of the unit employees were members and exclusive recognition had not been granted to another organization. This recognition carried the right to be consulted on matters of interest to its members.

Exclusive recognition was granted if the majority of the employees chose a union. Professionals were excluded from non-professional organizations unless a majority of professionals voted for inclusion. Managerial and supervisory

¹The term "employee organization" is synonymous with the term "union."

personnel were excluded. Only unions with exclusive recognition could negotiate agreements on behalf of the employees.

Organizations which discriminated because of race, color, creed, national origin, or which were subject to corrupt or non-democratic influences were not recognized.

Restrictions on the conduct of business: Meetings between management and union officials could be conducted on official time but solicitation of memberships, dues, or other internal union business was conducted during non-duty hours.

Restrictions to consultations and negotiations with unions: The appropriate union could consult or negotiate on such matters as grievances, personnel policies or practices, and working conditions. Working conditions included, but were not limited to, such items as promotion standards, safety, transfers, demotions, reductions-in-force, granting of leave, and training; these items concerned policy determinations, not day-to-day operations.

Management retained the right to assign work and direct employees; to hire, promote, transfer, assign, retain employees in positions; suspend, demote, discharge, or take other disciplinary action; to maintain the efficiency of government operations; to determine the methods, means, and personnel by which operations were to be conducted; and to take whatever actions necessary to carry out the mission in an emergency.

All agreements were to be governed by existing or future laws and regulations.

Grievances: Grievances were a central part of the employee-management relations program. Methods for handling grievances could be negotiated, were individual in nature, and related only to implementation of policy--not to change in agreement or policy.

Arbitration: Grievances and disagreements concerning exclusive recognition and related matters such as unit determination could be referred to advisory arbitration. This extended only to the interpretation or application of agreements or agency policy and not to changes in or proposed changes in agreements or agency policies.

The task force recommended that each agency work out its own procedures for resolving deadlocks. The task force believed that arbitration to resolve impasses would escalate the number of third party settlements instead of encouraging a working out of differences by hard serious negotiation.¹

Code of Fair Labor Practices: The Code of Fair Labor Practices was developed jointly by the Civil Service Commission and the Department of Labor and was added after the Order was issued.

Exempt Agencies: Any installation was exempt from the Order if the agency head believed the national security was threatened--especially the Federal Bureau of Investigation, the Central Intelligence Agency, and those organizations performing primarily intelligence, investigative, or security functions.

¹Task Force Report, p. 19

Impact of the Executive Order

The reaction by the government agencies and unions to the Executive Order was "mixed." While it might have been anticipated that the Order would be extolled by the parties, unions were somewhat less than enthusiastic because it did not require management to encourage union membership. Management was dissatisfied because the Order implied that the government lagged behind industrial labor relations and was paternalistic in discouraging unionism.¹

Generally, the congressmen who had supported the federal labor legislation hailed the Order as monumental; however, there was some concern that the edict might result in rampant unionism. Senators Johnson and Humphrey viewed it as a step that had really been initiated by Congress. Senator Russell voiced his opposition stating that the government would be hard pressed to stop such a movement once it was started. There was some evidence of congressional opposition to the Order when the Senate refused to appropriate additional funds for the operation of the program within the Department of Labor.²

The attitude of military officers was one of disagreement with the Order, although there was no disobedience or deliberate subversion of its provisions. One Air Force author stated that the most frequently encountered reaction from

¹Vosloo, pp. 80-81 ²Ibid.

military officers was anger and dismay. They found it difficult to understand the infringement caused by the Order on the commander's prerogatives and freedom of action.¹

The Department of Labor opened the office of Federal Employee-Management Relations to cope with unit and majority status determinations under Section II of the Order. The duties of the new office established in 1963 included the nomination of arbitrators, administrative decisions concerning unit determinations, and consultative assistance to federal agencies concerning advisory arbitration. In late 1966 the Civil Service Commission established the Labor-Management Relations Office to handle its part in the program.²

A study made of the employee-management cooperation program within DOD three years after implementation indicated that union membership had risen from 160,000 to over 300,000. The Navy had the largest share, with 200,000 union members. Some of the more general conclusions of the analysis disclosed that there had been an increase in employee job satisfaction, better communications had evolved, and union locals of over 1,000 members were more frequently involved in exclusive

¹Arthur W. Augustine, Jr., "Negotiate to Preserve Flexibility and National Objectives Under Executive Order 10988," (unpublished student thesis, Air War College, Air University, 1966), p. 6.

²Kenneth O. Warner and Mary L. Hennessy, Public Management at the Bargaining Table (Chicago: Public Personnel Association, 1967), p. 84. Previously the Program was handled by the Employee-Management Relations Section, Program Planning Division, Bureau of Programs and Standards within the Civil Service Commission.

recognition than smaller ones. It was also determined that the quality of union and management leadership had improved.¹

Just prior to Executive Order 10988, the twenty-six exclusive units in the Tennessee Valley Authority and the Department of Interior covered about 19,000 employees. During the first two years of the Order, the pace of recognition was relatively slow, but then it began to accelerate (See Table 4.1).

TABLE 4.1

GROWTH IN THE NUMBER OF EXCLUSIVE
BARGAINING UNITS IN THE FEDERAL
SERVICE, 1962-1972

<u>Year</u>	<u>Number of Exclusive Units</u>
1962	26
1964	535
1966	1174
1968	2395
1970	3010
1972	3390

SOURCE: William V. Rice, p. 88, as found in Civil Service Commission publications.

NOTE: Postal workers are excluded.

By November 1968, 2395 exclusive units represented almost 2 million employees--40 percent of the federal employees subject to the Order, exclusive of postal workers. Many

¹Lewis, "The Changing Climate in Federal Labor Relations," p. 69.

thousands more had formal or informal recognition. Federal agencies dealt with 130 organizations holding exclusive or formal recognition. Negotiated agreements covered 557,000 employees or 28 percent of the work force.¹ (See Table 4.2)

TABLE 4.2

FEDERAL EMPLOYEES IN EXCLUSIVE BARGAINING UNITS
AND COVERED BY AGREEMENTS, 1963-1973

<u>Year</u>	<u>Employees in Exclusive Units</u>	<u>Percent</u>	<u>Percent Gain Employees</u>	<u>Employees Covered by Agreements</u>	<u>Percent</u>
1963	180,000	--	--	--	--
1964	231,000	12	28	111,000	6
1965	320,000	16	39	42,000	12
1966	435,000	21	36	292,000	14
1967	630,000	29	45	423,000	20
1968	798,000	40	27	557,000	28
1969	843,000	42	6	559,000	28
1970	916,000	48	9	602,000	31
1971	1,038,288	53	13	707,000	36
1972	1,082,587	55	4	753,000	39
1973	1,086,361	56	.4	837,000	43

SOURCE: Union Recognition, pp. 26-27.

¹1963-1966 data are based on figures as of mid-year; 1967-1973 data, as of November.

NOTE: Postal workers are excluded.

¹Union Recognition, p. 26.

Executive Order 11491, Labor-Management
Cooperation in the Federal Service

With the large growth of union representation, management and union officials agreed that significant changes were needed if the employee-management program was to continue on a constructive course. The size and scope of labor-management activity in 1968 had produced conditions which could not be dealt with adequately under Executive Order 10988. There were difficulties in maintaining appropriate distinctions in the rights accorded under exclusive, formal, and informal recognition; in dealing fairly with disputes concerning unit determinations, negotiations, and administration of the agreements; and in resolving issues that arose because of various agency policies.¹ The need for a program change appeared to center in six major areas: a central authority, recognition, supervisory status, scope of negotiation, third party resolution, and financial disclosure.²

In 1967, President Lyndon B. Johnson had appointed a committee to examine the past five years of experience under Executive Order 10988. The committee was composed of the Secretary of Defense, Secretary of Labor, Postmaster General, Director of the Bureau of the Budget, and the Chairman of the Civil Service Commission.³

¹Labor-Management Relations in the Federal Service, Report and Recommendations (Government Printing Office, Washington, DC, October 29, 1969).

²Ibid. ³Ibid.

The committee held extensive hearings and submitted a draft of its report before President Nixon assumed office. After the Nixon Administration took office in January, 1969, new committee members revised and finalized the report. Based upon this revision President Nixon issued Executive Order 11491, October 29, 1969.¹

Highlights of the Order included changing the name of "Employee Organization" to "Labor Organization," exclusion of supervisors from union membership, abolition of informal and formal recognition, sex and age as non-discrimination requirements, deletion of policy on official time for meetings between management and union officials, prohibition of official time for negotiations, and the granting of exclusive recognition by election only. Under negotiable issues, "assignment of personnel" was replaced by the "number of employees," "internal security practices" was excluded, and "arrangements for displaced personnel" was included. Employees could be restricted to the negotiated grievance procedure, with cost sharing by the union and agency. Grievances could be filed over interpretation and application of the agreement.

Perhaps the principal changes were the provisions for binding arbitration and a central authority to administer the labor relations program. The Federal Labor Relations Council (FLRC), consisting of the Secretary of Labor, Chairman of the Civil Service Commission, and an official of the Executive

¹Ibid.

Office of the President was to oversee the program, settle policy issues, and rule on labor-management disputes except negotiation impasses on substantive issues. The Federal Mediation and Conciliation Service (FMS) was to assist parties in resolving negotiation disputes. If mediation failed, the Federal Services Impasses Panel (FSIP), organizationally located within the Council, could resolve negotiation impasses.

The post of Assistant Secretary of Labor for Labor-Management Relations was created to administer the program. Authority to decide administrative disputes was transferred from agency heads to the Assistant Secretary. These disputes concerned unit determinations, elections, national consultation eligibility, unfair labor practice complaints, and standards of conduct. The Assistant Secretary also had authority to disqualify organizations from recognition because of corrupt or undemocratic influences.

Other improvements included Landrum-Griffin type financial disclosure; prohibition of the union shop, agency shop, or involuntary dues withholding; requirement of the union to hear, consult, confer, or negotiate as required by the Order; and clarification of certain provisions.

The Assistant Secretary rendered his first decision on November 3, 1970. During the next three years, he ruled on 326 cases. Decisions covered the range of his responsibilities, from unit determination decisions to those involving fair labor practices.

¹Rice, p. 68.

The FSIP recommended solutions to fourteen impasses which occurred during the first three years of Executive Order 11491. Of the 120 requests for assistance, 106 were resolved locally. The FSIP exercised restraint in using its authority. The mere presence of the panel, with the authority to impose a settlement seemed to motivate the parties to resolve the problem.¹ Thus, the fears of the "10988" task force concerning the escalation of third party settlements did not materialize.

Executive Orders 10988 and 11491 did not have a major effect on union activity in the postal service. Although postal employees gained from the formalized system established by Executive Order 10988, they had developed a strong congressional lobbying activity earlier. Thus, it was no surprise that about 84 percent of the 600,000 postal workers were already union members in 1961.² In 1970 these employees were excluded from the purview of Executive Order 11491 by the Postal Reorganization Act.

A significant development in public labor relations has been the use of strikes to settle disputes. The same factors which cause strikes in the private sector, wages, hours, and working conditions,³ may be attributed as the cause

¹Ibid.

²Personnel Methods Series 15, Employee Management Cooperation in the Federal Service (Washington: Government Printing Office, August, 1962), p. 302.

³Gordon F. Bloom and Herbert R. Northrup, Economics of Labor Relations (6th ed., Homewood IL: Richard D. Irvin, Inc., 1969), p. 214.

of public strikes. The incidence of strikes is increasing, especially at the state and local level. School teachers, in particular, have become more militant and have resorted to strikes to gain higher wages. Pennsylvania, Hawaii, and Alaska enacted legislation in the early 1970s permitting employees a limited right to strike.¹

A Bureau of Labor Statistics study in 1970 revealed that 132,000 employees were idle for 1.25 million man days in 1967. In 1968, 202,000 employees were idle for 2.5 million man days. In 1962 and 1968 the Tennessee Valley Authority construction workers were involved in two strikes. The longest was eleven days and involved 2,500 employees.² Strikes, of course, are illegal in the federal sector as they are in most states. Apparently, illegality is not sufficient to deter a strike.

In March, 1970, 208,000 postal employees were idle because of a strike. None of the strikers were punished and the workers obtained an immediate pay raise when they resumed work. The federal government got what it wanted, a postal corporation.³

In March and April of 1970, air traffic controllers of the Federal Aviation Administration (FAA) engaged in a "sickout"

¹Government Employees Relations Report Reference File 2 (Washington: Bureau of National Affairs, April, 1973), Section 15: 501)

²United States Department of Labor, Bureau of Labor Statistics, Work Stoppages in Government, 1958-1968 (Washington: Government Printing Office, 1970), p. 7.

³Postal Reorganization Act, 1970, For a summary of the strikes, see GERR No 341-343 (March 23-April 16, 1970).

to protest the transfer of three employees. About 13 percent of the employees were idle on March 20, 1970. A federal judge ordered the leaders of the Professional Air Traffic Controllers Organization to get the employees back to work or furnish proof of the workers' illnesses.¹ The FAA charged the union with an unfair labor practice as a result of the "sickout." The Assistant Secretary of Labor-Management Relations suspended the union from any activity for sixty days.²

The government did not enforce the law in either case. It did not even invoke the Executive Order in the postal strike. This seems to indicate that additional strikes will occur without the imposition of penalties by the federal government.

Executive Order 11616 Amending Executive Order
11491, Labor-Management Relations in the
Federal Service

Although unions gained the long sought right to binding third party intervention, and membership increased in 1970 and 1971, unions were still critical of certain provisions of Executive Order 11491. One of these was the stipulation which prohibited federal employees who represented the union from negotiating on official time.³ Another was the clause which denied union membership in the bargaining unit to supervisors and managers. Unions believed these provisions were unfair.

¹Ibid. ²Ibid.

³Union officials at Robins were unanimous in their belief that union power decreased as a result of this provision.

They argued that union members should be allowed to negotiate on official time as long as management officials had such a right. Management believed that some restrictions were necessary to provide the union with the incentive to complete negotiations as quickly as possible.¹ However, the union argued that this one-sided restriction gave management an advantage since management could prolong the negotiations at great personal expense to the union members. Some union officials have offered to negotiate during their off hours if management will do the same.

When President Nixon signed Executive Order 11491, he directed that operations under the Order be evaluated after one year. The Federal Labor Relations Council initiated a review with public hearings in October, 1970. All interested parties could present their views. It was clear from the proceedings that Executive Order 11491 had enhanced collective bargaining in the Federal Service. The Council accepted some proposals by making adjustments within its authority under the Order, rejected others as inappropriate at that time, and recommended an amendment to Executive Order 11491 to incorporate desired changes. On August 26, 1971, President Nixon signed Executive Order 11616.

In comparison to the changes of Executive 11491 to the original edict, the modifications required by Executive Order

¹Interview, McLean.

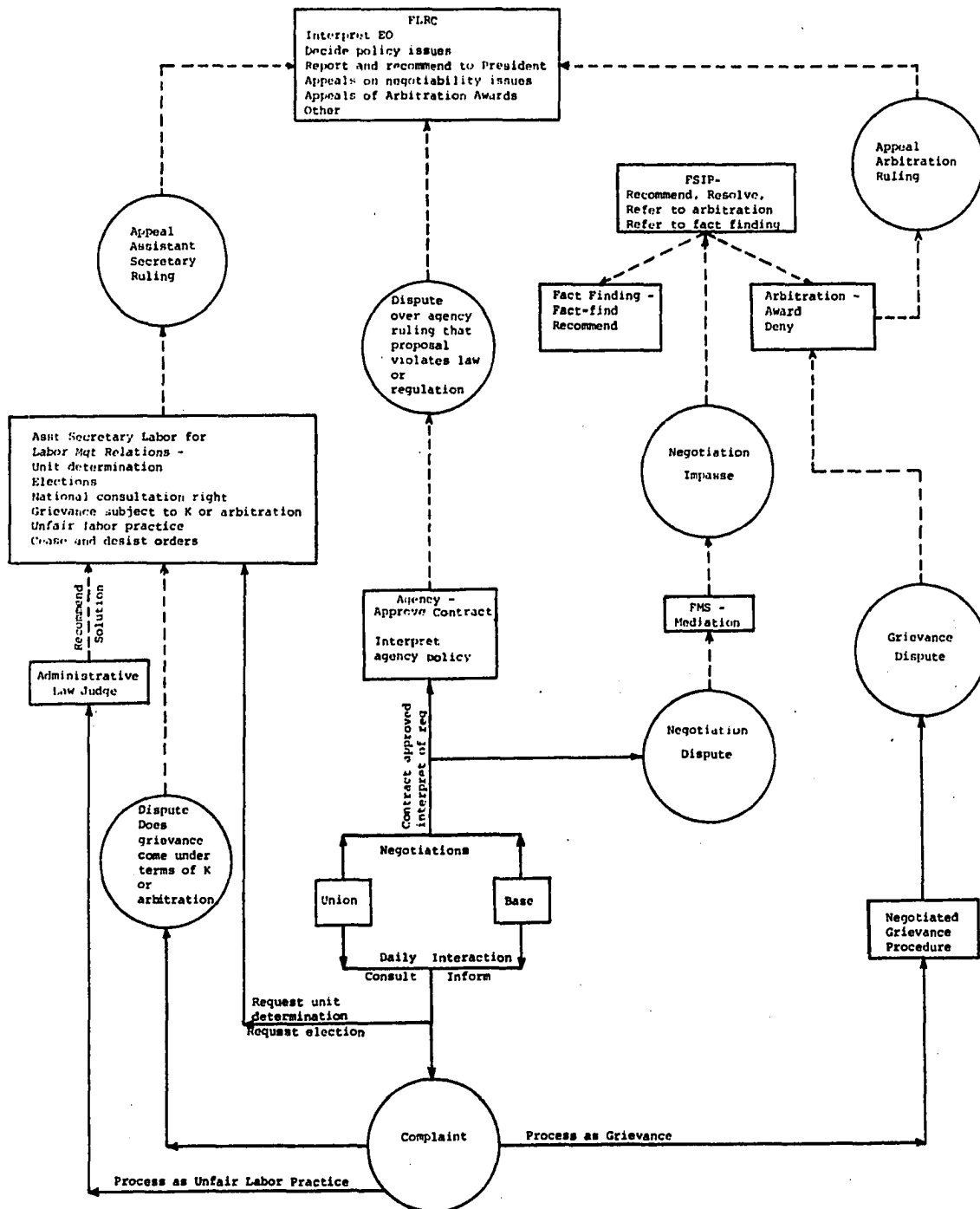
11616 were relatively minor. The Director of the Office of Manpower and Budget was designated a member of the Federal Labor Relations Council. The Assistant Secretary of Labor for Labor-Management Relations was to decide whether a grievance was subject to a negotiated grievance procedure and to arbitration under an agreement. Employees afforded exclusive recognition regained the right to file grievances under the agency or negotiated procedures; however, the agency procedure could not be utilized if the negotiated procedure was applicable. Issues raised under appeals or grievance procedures could not be raised as unfair labor practice complaints. Parties could negotiate on official time up to 40 hours or up to one-half the total time of negotiations. See Figure 1 for a graphic depiction of labor relations activities under Executive Order 11491, as amended.

In 1971, approximately one million federal employees were in exclusive units.¹ This was a significant increase over the 94,000 workers who were in exclusive units ten years earlier.

Union membership in DOD continued to increase also and in 1972 it reached a peak of 570,000 workers. The Air Force had the greatest percentage of union members in relation to agency employment--76 percent (See Table 4.3).

Although membership declined by 26,000, the percent of union members employed by the agency remained constant. The

¹Personnel Methods Series 15, p. 305.



postal service also reported more union members with 91 percent of its 665,000 classified as members.

TABLE 4.3

FEDERAL EMPLOYEES IN EXCLUSIVE BARGAINING UNITS
BY AGENCY, 1972-1973

Agency	1972		1973	
	Number	Percent of Agency Employment	Number	Percent of Agency Employment
Army	195,000	58	185,000	58
Navy	193,000	60	180,000	60
Air Force	182,000	76	179,000	76
Veterans Adminis- tration	120,000	63	126,000	64
Treasury	64,000	61	70,000	65
Health Education and Welfare	60,000	52	69,000	53
All Other	269,000	41	277,000	43

SOURCE: Union Recognition, p. 24.

NOTE: Postal workers are excluded.

The executive orders placed significant responsibilities on managers and supervisors. Skills and knowledge in negotiating agreements with unions, interpreting contract provisions, and handling grievances under the terms of the agreement are some of the things the manager has had to learn.

It follows that the manager has had to develop or modify management procedures in order to adapt to his new environment. It is precisely this impact that the author is concerned with in this study.

In the next chapter the author provides the final background information which is necessary to analyze the effect of collective bargaining on management practices.

CHAPTER V

THE PARTICIPANTS IN THE COLLECTIVE BARGAINING PROCESS

Robins Air Force Base

Robins AFB was activated March 1, 1942, as a maintenance and supply depot for the Army Air Corps. Originally the depot was named Wellston to coincide with the name of the nearby town. In September, 1943, the town was renamed Warner Robins in memory of Brigadier General Augustine Warner Robins. Shortly thereafter the Air Corps redesignated the depot as Warner Robins Air Depot and the base itself as Robins Field.¹

As World War II progressed, personnel employed at the base increased from 350 military and 2,800 civilians to 2,500 military and 14,000 civilians. Civilian strength dropped below 4,000 after the war but in 1949 a second period of growth began. By 1954 expansion began anew with the location at Robins of a wing of Strategic Air Command B-52 and KC-135 aircraft.²

Existing within the base confines of 8,000 acres are 70 miles of paved roads, 13 miles of railroad, 10 million

¹This information is based on a brochure which was provided by the Civilian Personnel Office, Robins AFB.

²Ibid.

square feet of enclosed administrative and industrial space, 1,400 family housing units, quarters for 1,700 military personnel, and a telephone system of over 3,500 main lines.¹

A total of 6,000 military and 15,000 civilian personnel are employed at Robins. Excluding managers, 92 percent of the workers are southerners; 45 percent are from rural areas of population less than 2,500. Approximately 70 percent are from Georgia; of those from Georgia, 53 percent are from rural areas. Only 17 percent are less than age 30; 53 percent are age 30-49; and 36 percent are age 50 or older. Most of the workers have been employed at Robins for some time, with 43 percent employed before 1962, 58 percent before 1965, and 84 percent before 1970. Females account for 29 percent and racial minorities 16 percent of the total work force. Blue-collar and white-collar workers account for 52 percent and 48 percent of the workers, respectively.²

Considering only managers, 32 percent are southerners; 37 percent are from rural areas. Approximately 54 percent are from Georgia; of those from Georgia, 68 percent are from rural areas. None of the managers are less than age 30 and only 10 percent are less than 40; 56 percent are age 40-49, and 34 percent are age 50 or older. All of the managers have been employed since 1968 or longer, with 63 percent employed before 1962, and 15 percent before 1950. Females account for 10

¹Ibid.

²Data furnished by Civilian Personnel Office, Robins AFB.

percent of the managers. Blue-collar employees account for 34 percent of the managers, white-collar 54 percent, and military 12 percent.

Of the 16,000 civilians, most are assigned to the Warner Robins Air Materiel Area (WRAMA). WRAMA is one of the eight Air Materiel Areas (AMAs) or Air Logistics Centers (ALCs) of the Air Force Logistics Command (AFLC). The mission of AFLC, which employs 117,000 persons, is to provide logistics support; that is, materiel and services for Air Force organizations, other military services, government agencies, contractors, and military assistance programs. This includes determining needs and procuring, storing, distributing, engineering, modifying, repairing and disposing of items.¹ See Figure 5.1, AFLC organization chart.

Robins has logistics responsibility for the F-15, cargo aircraft, helicopters, missiles, fire control systems, vehicles, industrial production equipment, and weapons-guns and launchers. The mission is accomplished through an organizational structure composed of four directorates. These are Materiel Management, Maintenance, Distribution, and Procurement and Production.² Figure 5.2 depicts the organizational structure of WRAMA.

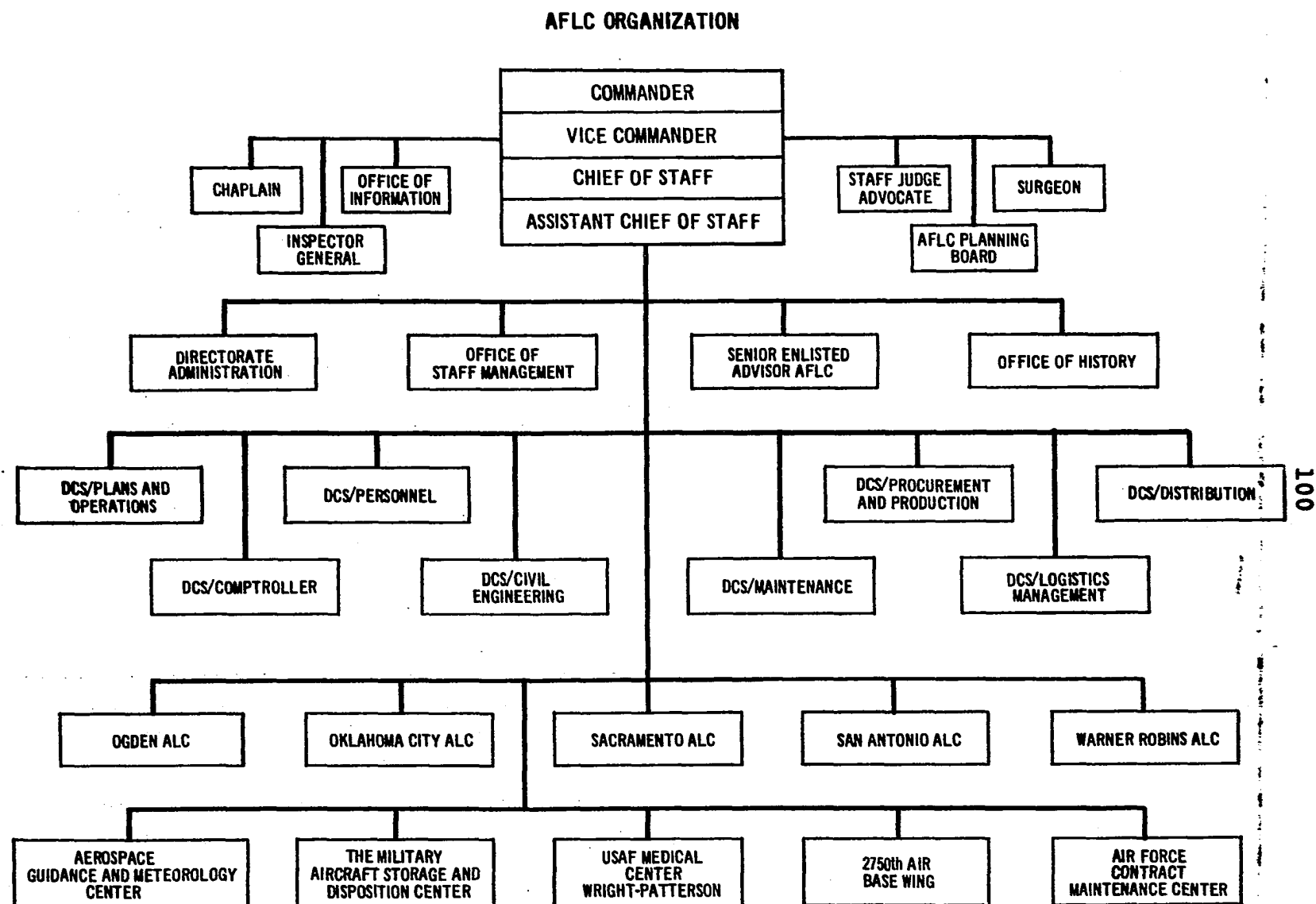
Maintenance is the largest directorate. It provides the major repair and overhaul of equipment which is beyond the

¹1974 USAF Basic Data Handbook, Chapter VI, "Air Force Logistics and the Air Force Logistics Command," 1974.

²Ibid.

SOURCE: AUGAFB, ALA (743619) 725

Figure 5.1 AFLC Organization



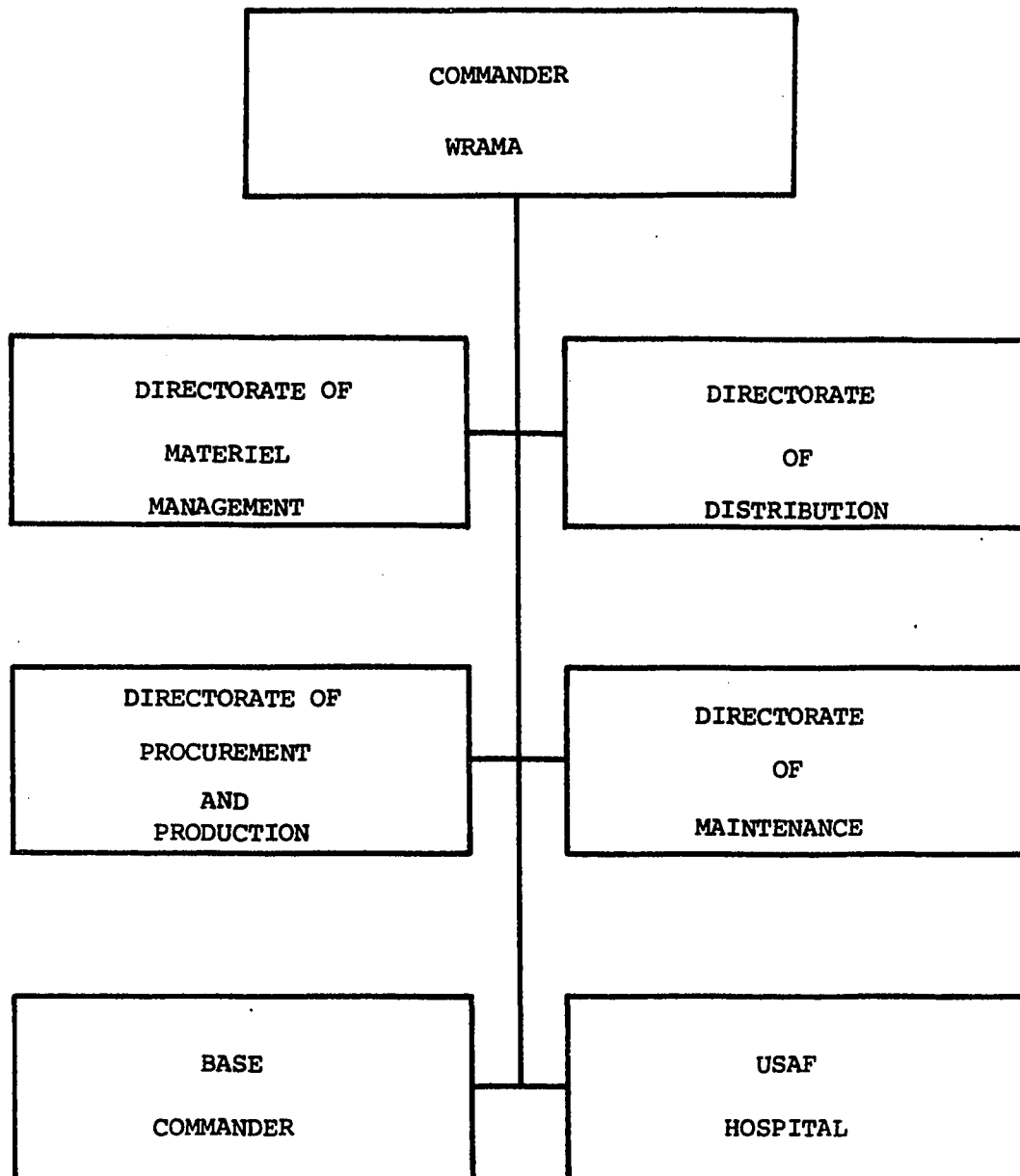


Figure 5.2 Organization of WRAMA

SOURCE: ALC-RAFBUA 23-1, April 23, 1974

capabilities of the using commands. The directorate is organized on the basis of technology. See Figure 5.3. Each ALC is designated as a Technology Repair Center (TRC) for a particular kind of workload; for example, airborne electronics at Warner Robins, electrical components at Sacramento, and oxygen components at Oklahoma City. Under this concept depot maintenance technical resources are brought into discrete technology bands that provide the optimum cost-effective arrangement of skills, equipment, and facilities. TRC provides the basis for optimizing the design, development, acquisition and retention of discrete depot maintenance capabilities. Other TRCs at Robins include aircraft, industrial products and life support systems, and gyros.

The Directorate of Distribution is responsible for the physical processes of receiving, item identification and condition, storage, quality assurance of items while in storage, preservation and packaging of material, and providing transportation services for worldwide movement of Air Force cargo. It also provides supply items to all specialized repair activities, base, and tenant organizations on the complex.¹ Figure 5.4 depicts the organization of the directorate.

Materiel Management responsibilities include the development of logistics programs and plans, computation of materiel requirements, control of the distribution of supplies, and operation and management of the assigned portion of the Air Force and Federal Cataloging and Defense Standardization

¹Ibid.

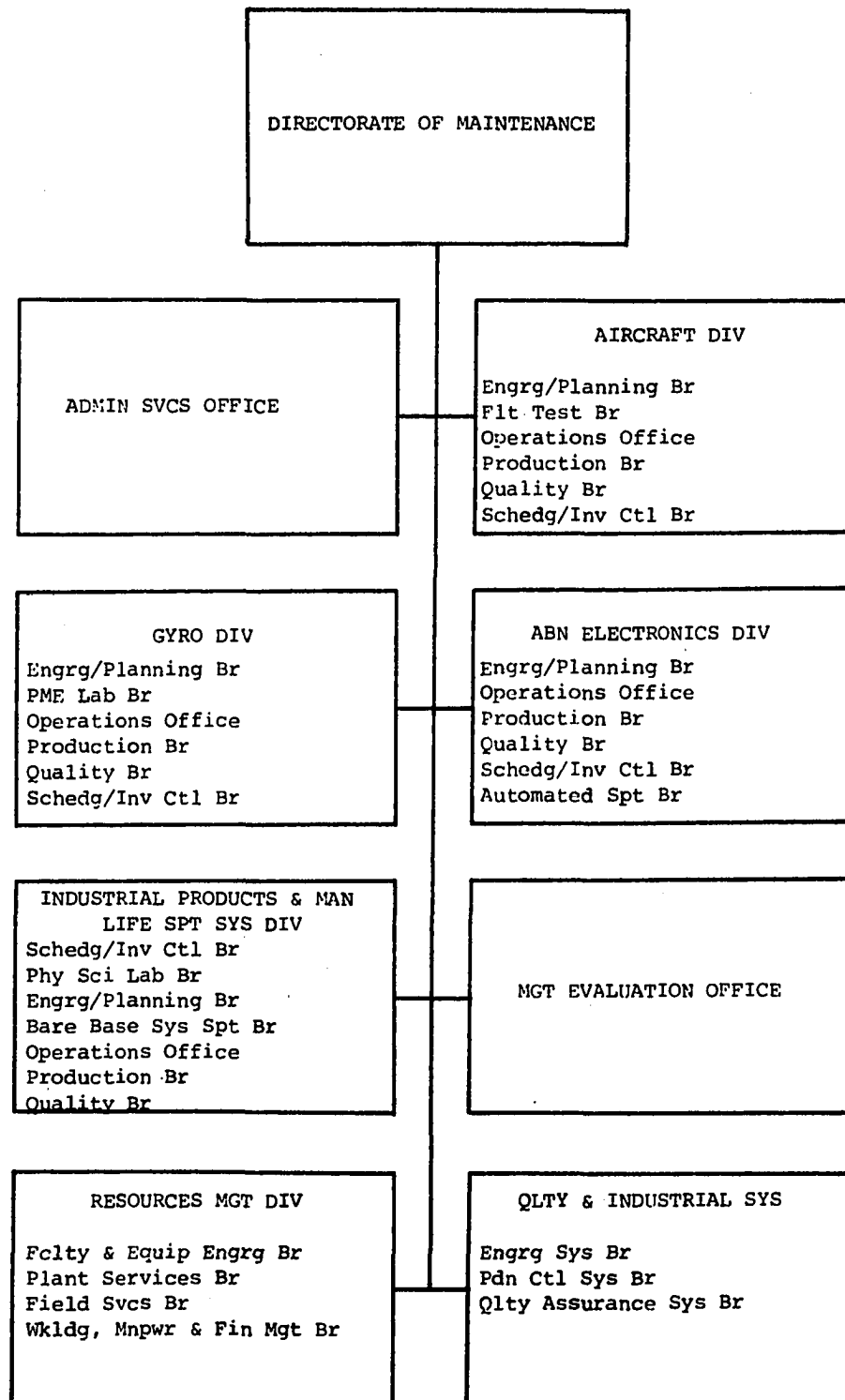


Figure 5.3 Directorate of Maintenance Organization

SOURCE: ALC-RAFBUA 23-1, April 23, 1974

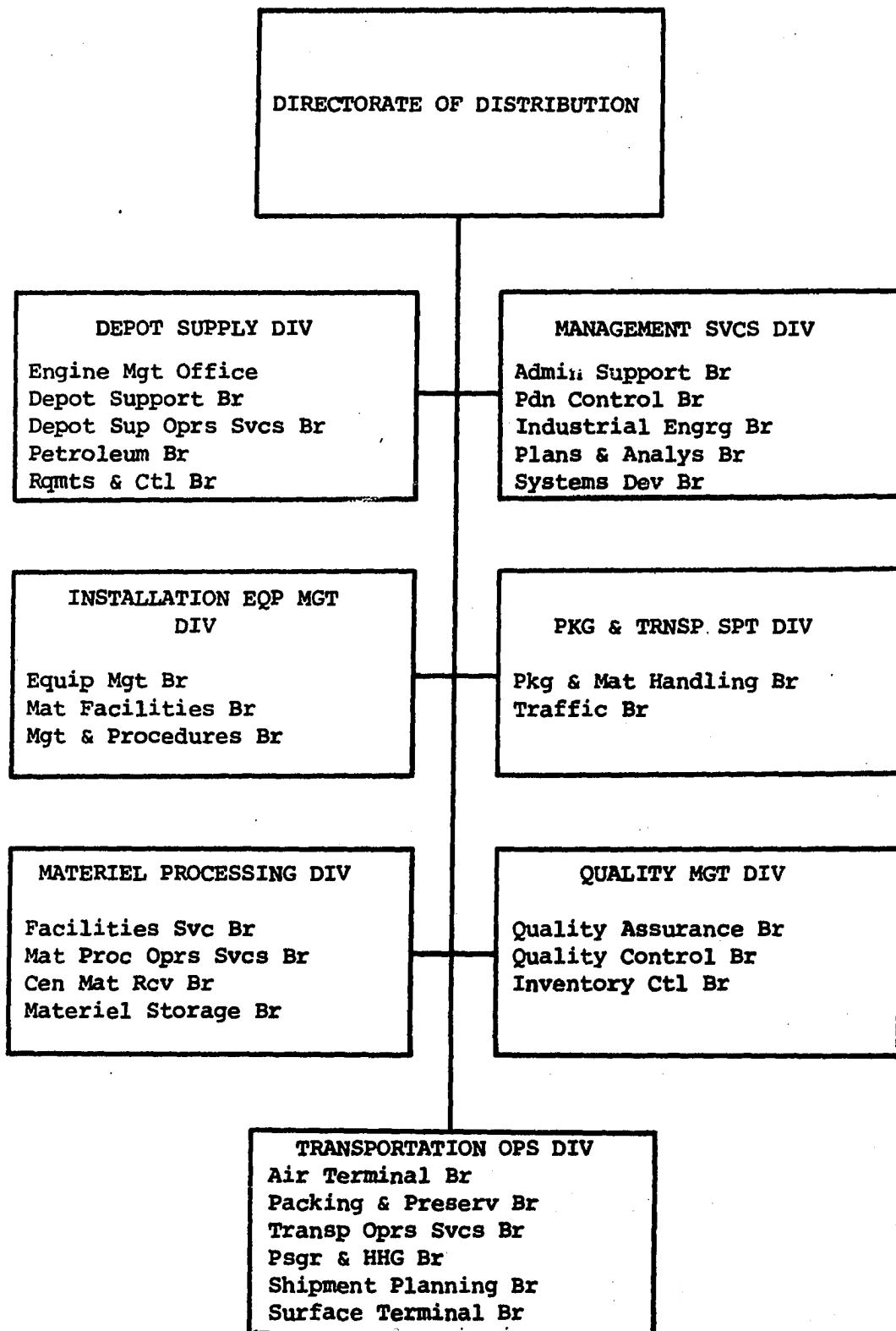


Figure 5.4 Directorate of Distribution Organization

SOURCE: ALC- RAFBUA 23-1, April 23, 1974

Programs. This requires engineering management, direction, development, and control over the design, performance and reliability of assigned systems and equipment. Technical maintenance support of Air Force, Air National Guard, and Military Assistance Program activities; and control over production and repair contracts and Air Force specialized repair activities.¹ Figure 5.5 shows the organization of the directorate.

The Directorate of Procurement and Production is the negotiating and contracting agent for all purchases of equipment, supplies, and services assigned to the ALC for management purposes. In order to provide worldwide support of various weapon systems, efforts are concentrated on timely acquisition, quality assurance, and effective production management.² See Figure 5.6 for the organizational structure of the directorate.

AFGE

The AFGE was chartered August 15, 1932, after breaking away from the NFFE.³ Starting with about 2,000 members and twenty-six locals, the AFGE grew to 325,000 members and 1,600 locals by 1973. The union is composed of non-postal blue-collar and white-collar federal employees and municipal

¹Ibid.

²Ibid.

³See Chapter III, "A Historical Perspective of Labor Relations in the Federal Service," for historical development of the AFGE.

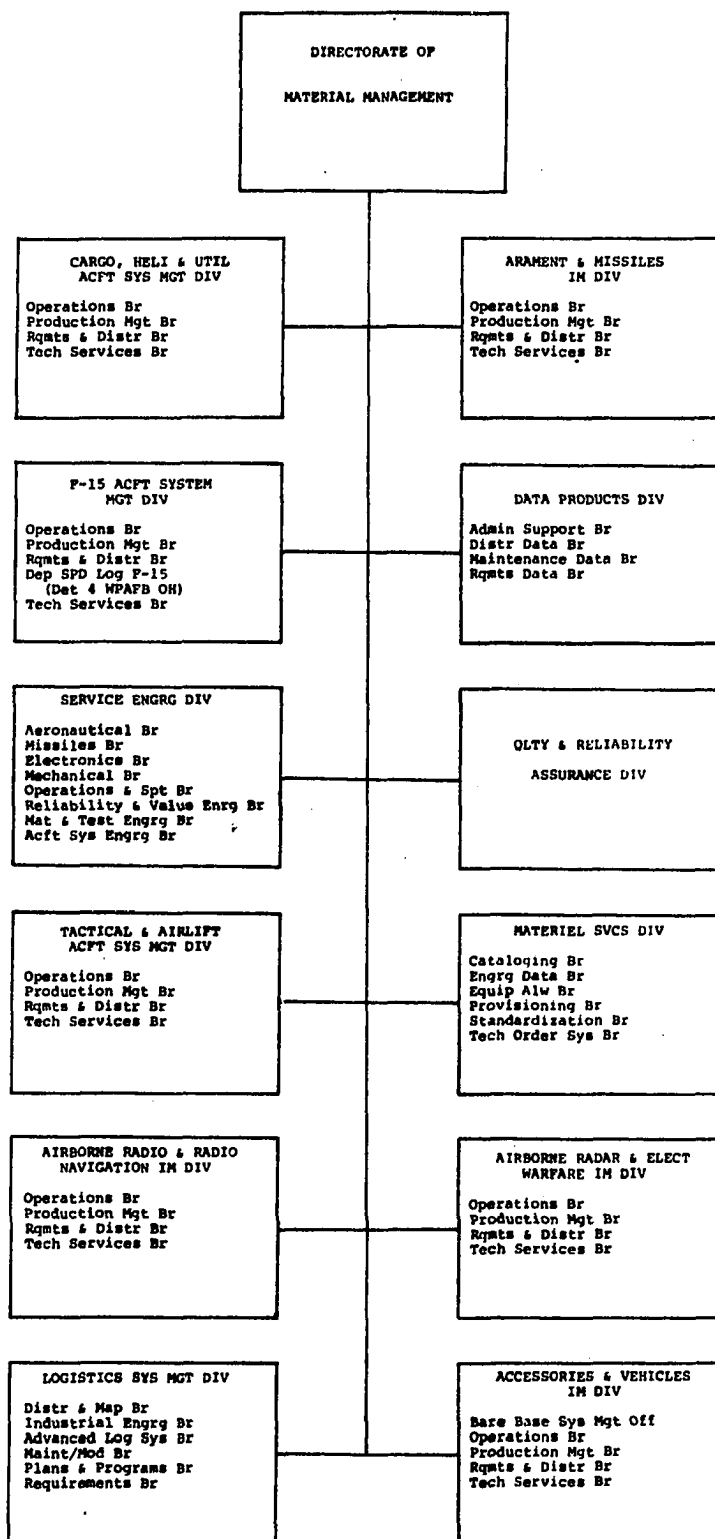


Figure 5.5 Directorate of Materiel Management Organization

SOURCE: ALC-RAFBUA 23-1, April 23, 1974

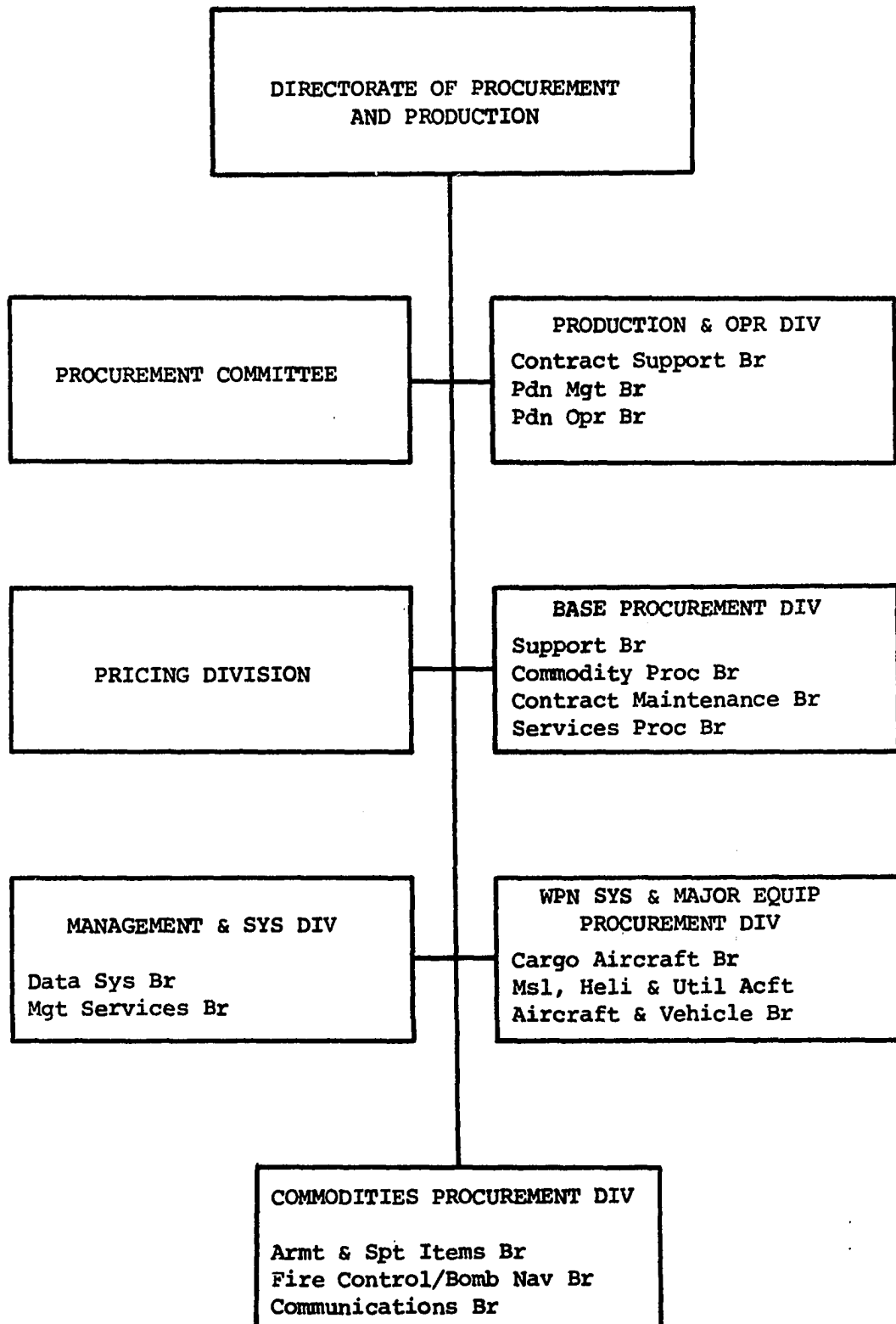


Figure 5.6 Directorate of Procurement and Production Organization

SOURCE: ALC-RAFBUA 23-1, April 23, 1974

government employees of the District of Columbia. It is affiliated with the AFL-CIO.¹

The AFGE is divided into fifteen geographical districts. Each district elects a National Vice President. The elected National President, the National Vice President, the Executive Vice President, and National Secretary constitute the National Executive Council of the AFGE. Policies are determined at national conventions which are held every two years. Locals are represented on the basis of their membership.

A headquarters and field staff of over 300 supplement the national officers. A legislative, research, insurance, contract negotiation, wage system, fair practices, service, labor-management, and a legal department comprise the headquarters organization. The headquarters staff publishes a bi-weekly newspaper which is mailed to each member. A bi-weekly legislative letter is sent to local officials. National representatives comprise the 200-member field staff. They assist in organizing new locals and in negotiating contracts.

In November, 1973, the AFGE represented 624,322 employees in 1,587 exclusive bargaining units. The 469,371 employees who were covered by 987 labor agreements comprised 24 percent of the 1,940,648 non-postal government workers.² See Table 4.1 for AFGE gains from 1969-1973.

¹The information in this section is based on undated information pamphlets published by the AFGE unless indicated otherwise.

²Union Recognition in the Federal Government, US Civil Service Commission, Office of Labor-Management Relations, November, 1973, p. 25.

TABLE 5.1

EMPLOYEES REPRESENTED EXCLUSIVELY
BY AFGE, 1969-1973

<u>Year</u>	<u>Number</u>	<u>Percent Gain</u>
1969	482,357	--
1970	530,550	10.0
1971	606,391	14.3
1972	620,744	2.4
1973	624,322	.6

The AFGE takes credit for almost every benefit gained by federal workers in the past forty years. This includes pay increases of 142 percent, the Classified Pay Act of 1971, the wage grade system, early retirement, overtime, executive orders, retirement annuity increases, and many more.¹

The current AFGE program is more of the same. A major objective is increased wage and fringe benefits, including bargaining authority over wages similar to that of postal workers. A law to regulate labor relations and provide an independent appeal board with union representation is another major goal. Also, the AFGE is campaigning to prevent job losses to private contractors and military personnel. These programs have taken on increased importance in view of the AFGE's declining membership gain. Most likely the union will

¹Imundo finds no conclusive evidence to suggest that all or even a majority of pertinent legislation originated as a result of union efforts, p. 141.

continue to search for recruiting appeals which will prevent a decline in its exclusive representation which seems to be stabilizing at 625,000.

AFGE Local 987

AFGE Local 987 is the exclusive representative of all eligible employees at Robins AFB, except for seventy-three fire fighters who are represented by the International Association of Fire Fighters. AFGE bargaining units include the Base-Wide Unit, Security Police Unit, Professional Nurses Unit, Non-Appropriated Funds Unit, and the Base Exchange and Motion Picture Services Unit.

The paid employees consist of the President and three secretaries. Other officials are the Executive Vice President, a Treasurer, three Trustees, a Sergeant-at-Arms, and eight Vice Presidents. Vice Presidents are from the Directorate of Maintenance, Materiel Management, Distribution, and Procurement and Production, and the Security Police Unit, Base Exchange Unit, Non-Appropriated Funds Unit, and the Professional Nurses Unit. The Vice President of Production and Procurement and the Executive Vice President serve as Vice Presidents at Large. All officials are elected by popular vote, including over 200 union stewards whose primary function is employee representation.

Local 987 was chartered in 1948. Union involvement in base activities from 1948-1962 was minimal. Primarily this consisted of attendance of monthly meetings by Local 987

officials. Occasionally the union acted as a "sounding board" for management policy. More often it served as another means of information flow between management and employees, both upward and downward.¹

In 1962, membership was estimated at 1,200. Significant gains were made in 1965 and 1966, the periods in which formal and exclusive recognition were awarded. Membership increased to 2,000 in 1965 and to 5,800 in 1966. See Table 5.2 for membership estimates. Blue-collar workers comprised 98 percent of the membership. The gain was precipitated by an intensive membership drive led by six National Representatives. The campaign lasted several months.

John Brooks was elected President in 1968. He was re-elected in 1970 and 1972. In 1973, he became State President of the AFGE and Edward Maddox was elected president.

Summary

The author has presented a brief background of the base, mission, organization, management, and labor force. In similar fashion the organization, membership success, and benefit claims of the AFGE were reviewed. The organization and membership of Local 987 were also examined briefly. In the next chapter the relationship between the union and the base is examined.

¹Local 987 activity is examined in greater detail in the next chapter.

TABLE 5.2

AFGE UNION MEMBERSHIP 1948-1974

<u>Year</u>	<u>Union Estimates</u>	<u>Management Estimates</u>
1948	N.A.*	N.A.*
1962	N.A.	1200
1963	N.A.	N.A.
1964	3000+	N.A.
1965	N.A.	2000
1966	4500-4800	4900 ^a -5800 ^b
1967	N.A.	5700-5500
1968	N.A.	6100-6000
1969	N.A.	5900-6000
1970	5000	6600-7000
1971	N.A.	7100-6900
1972	N.A.	6800-6700
1973	6000	6600-5600
1974	5800	5600-5000

*Not Available

^aThis column represents March estimate.

^bThis column represents September estimate.

NOTE: March and September are significant since members can stop dues withholding only in those months.

CHAPTER VI

THE LABOR MANAGEMENT RELATIONSHIP AT ROBINS AFB

Early Developments

The purpose of this chapter is to describe and examine the labor-management relationship at WRAMA. This effort constitutes a major part of the research to identify management practices which have evolved at Robins as a result of labor-management relations.

Labor management relations at Robins AFB began soon after the Army Air Corps established the supply and maintenance depot in 1942. Early records are non-existent but management officials assert that civilian personnel employees attempted to meet with union leaders who were interested in the welfare of the 2,800 civilian workers. As World War II progressed, civilian employment rose to 14,000. Following several years of reduced activity after the war, civilian strength dropped below 4,000. A second period of growth began in 1949 and by 1954 over 15,000 civilians were employed at Robins.¹

The newly created Department of the Air Force encouraged civilian personnel offices to deal with unions in order

¹Brochure from Civilian Personnel Office.

to foster good employee relations.¹ These unions were afforded the equivalent of formal recognition; that is, they were consulted on new regulations and policies and were allowed to present their views. Management officials met with union leaders monthly. In a sense unions became a "sounding board" for new policies or practices. In addition, management obtained union assistance in analyzing employment trends, determining the impact of adjustments in the work force, and dealing with employee problems. Finally, the unions provided another means of communicating with employees.

Immediate Effect of Executive Order 10988

Although President Kennedy issued Executive Order 10988 in January, 1962, the Air Force did not publish implementing directives until September, 1962.² Early unions represented at Robins were the National Association of Government Employees (NAGE), National Federation of Federal Employees (NFFE), International Association of Machinists and Aerospace Workers (IAM/AW), Electronic Technicians Association (ETA), International Association of Fire Fighters (IAFF), and the AFGE.

Among the six unions on base, the IAFF displayed the most initiative. It sought and was granted informal recognition

¹Interview, October 1, 1974, with Dan Bullard, Labor Relations Officer of WRAMA from 1962 to 1973. The material in the first three sections is based on the interview unless stipulated otherwise. Note: The Air Force was established as a separate service in 1947.

²See Merrell, pp. 28-49, for a review of these directives.

in September, 1962. By December Robins had also granted informal recognition to the other unions. However, this equality in status was not long-lived. The president of the NFFE was opposed to Executive Order 10988 so the union made little effort to organize WRAMA workers. Members of the NAGE were predominately black. The inability to attract a cross section of the working population led to disbandment of the local. The IAM/AW was also unsuccessful. Its "Yankee" organizers with private sector recruiting tactics had little appeal for the predominately southern workers from central Georgia. The ETA was a small independent union. It retained only a nominal membership and was out-maneuvered quickly by the AFGE. By 1965 the IAFF and AFGE remained as the only important unions in terms of the labor-management relationship. By 1966 the AFGE accounted for 95 percent of the union membership.

Labor relations became more formalized with the creation of an official employee-management cooperation program. A civilian personnel official was designated as the labor relations officer and he represented management at the monthly meetings. Primarily, the meetings became a forum for the presentation of union views on matters of interest to its members. The frequency of consultation declined since, technically, management was not obligated to consult with unions granted informal recognition.¹

¹Section 4, Executive Order 10988.

AFGE Recognition

In May, 1964, the President of AFGE Lodge 987 asked the WRAMA Commander to identify an appropriate bargaining unit for Robins AFB.¹ The commander advised the union that an installation or major unit was appropriate, although the Air Force could not make a predetermination in a specific case.² In February, 1965, nine months later, the union requested formal recognition of a base-wide unit of blue collar workers and dues withholding of the members.³ WRAMA asked for evidence of a stable membership of 10 percent of the blue collar workers, and minutes of the lodge meeting granting the employees membership. John Griner, National President of the AFGE, advised WRAMA by telegram that 680 WRAMA employees were bona fide union members, lodge minutes would not be furnished, and the union should not be required to certify information furnished.⁴

On March 12, Lodge 987 amended the February request and asked that recognition include all employees except Fire Protection Branch employees.⁵ A few days later, WRAMA

¹Letter from AFGE Lodge 987 to Commander of WRAMA, May 4, 1964.

²Letter from WRAMA to AFGE Lodge 987, May 6, 1964.

³Letter from AFGE Lodge 987 to Commander of WRAMA, February 12, 1965.

⁴Telegram from John Griner, President, AFGE, to WRAMA, March 1, 1965.

⁵Letter from AFGE Lodge 987 to WRAMA, March 12, 1965.
Note: Dan Bullard encouraged the union to include white collar workers since it would be more efficient to bargain with one large unit rather than several small ones.

personnel examined the membership records and determined that Lodge 987 had a membership of 1,514 or 10.65 percent of the 14,215 eligible employees in the unit. On March 31, 1965, WRAMA granted formal recognition to AFGE Lodge 987 for the Base-Wide Unit, excluding the Fire Protection Branch. Dues withholding was also approved.¹

The AFGE was gaining momentum. It sought and won exclusive recognition for the Security Police Unit in August, 1965. An election was not required since the union presented evidence indicating that over 50 percent of the Security Police were union members.

The Base-Wide Unit at Robins was the largest in the AFGE. Consequently, it received attention from the national union headquarters. Six National Representatives of the AFGE were sent to Robins to assist in a major recruiting drive. By May, 1966, several hundred employees had joined the union. This prompted Lodge 987 to request an election.

An election was held in May, 1966, and at first the count appeared short of the necessary "60 percent majority." However, after authorized absences were subtracted, the union had won by a substantial majority. WRAMA granted the AFGE Lodge exclusive recognition for the Base-Wide Unit in June, 1966.²

¹Letter from WRAMA to AFGE Lodge 987, March 31, 1965.

²If at least 60 percent of those eligible and available cast their vote, a majority was a majority of those voting. If less than 60 percent voted, then a majority was a majority of those eligible and available to vote. For example, if 100 employees were eligible and available to vote, 31 votes would constitute a majority if 60 voted. However, if only 52 voted, 51 votes would constitute a majority (51 percent of those eligible and available). This is 98 percent of those voting. See Section 7024, Air Force Manual 40-1, January, 1965).

Negotiations for the initial agreement for the Base-Wide Unit began in August, 1966, and were approved at WRAMA in 1967. Headquarters USAF approved the contract in March, 1968. The second Base-Wide Agreement was approved in May, 1971, and the third was approved in November, 1973.

Labor-Management Cooperation

In 1966, with most of the work force represented exclusively by the AFGE it became more important to get all levels of management involved in union relations. In order to accomplish this goal, the Labor Relations Officer persuaded the WRAMA Commander to expand the monthly meeting with the union. The Civilian Personnel Officer, Directors or their Deputies,¹ and the Labor Relations Officer were designated as members of the Management Committee. The Labor Committee was composed of the President of Local 987 and the chief stewards of the directorates. The Civilian Personnel Officer and union president were co-chairmen. The purpose of the meeting was to foster good relations and improve communications, understanding, and cooperation between employees and management.²

Subordinate level meetings were held in the weeks preceding the primary meeting between the management and labor committees. Each Branch Chief and Branch Chief Steward met the first week. Each Division Chief and Division Chief Steward met the second week. Each Director and Directorate Chief Steward met the third week. Usually, other management

¹The Directorates represented were Maintenance, Procurement and Production, Distribution, and Materiel Management.

²Interview, Bullard.

and labor representatives participated in the subordinate level meetings. The purpose of the meetings was to discuss problems and matters of mutual interest within each organizational entity. Problems which could not be resolved at these meetings would be presented at the meeting between the Labor Committee and Management Committee.¹

The members of the committees pledged to combat employee absenteeism, carelessness, inefficiency, unfair management practices, and any other practice which would decrease efficiency or affect morale. They also pledged to reduce theft, prevent accidents, and encourage ideas to increase production and reduce costs. They agreed further that all personnel engaged in labor-management relations would conduct themselves in a gentlemanly manner, with violators subject to discipline.²

The meetings were moderately successful during the first year. Lines of communication remained open and understanding between groups improved. After the initial successes, relations seemed to cool. The union was dissatisfied because the Management Committee had no authority and thus would make no commitments during the meetings. Management was concerned that the meetings had degenerated into petty gripe sessions. Building heat, air conditioning, more vending machines, parking spaces, search of cars, and office doors that would not close were typical subjects presented by the union.³

A primary reason for disagreement between the two groups was their perceived roles. Generally, managers believed

¹Ibid. ²Ibid.

³"Labor Management Reports."

a subject was petty and a waste of time unless it was related directly to production. Most managers could not see how human relations problems related to production. They tended to regard employee complaints as trivial.¹ The union regarded itself as the guardian of worker rights. This involved policing the contract and insuring the equitable treatment of employees.²

In spite of these dissatisfactions and differences in roles, the groups made constructive use of the meetings. For example, the reorganization of the Directorate of Distribution was accomplished smoothly as a result of preliminary discussions between labor and management. Procedures were developed for improved traffic control and closing of some base gates as a result of a curtailment in the security police force. Union stewards and managers were briefed on the provisions of newly approved agreements between WRAMA and the union. Management and the union cooperated on worthwhile projects as the two supported blood drives, savings bond drives, and fund-raiding campaigns for charity.³

By September, 1974, management's overall attitude could be described as "reluctantly cooperative." Management intended to negotiate or consult on everything required by the Executive Order and the contract--no more or no less.

¹Conclusion by author based on interviews with management officials.

²Conclusion by author based on interviews with union officials.

³"Labor-Management Reports."

Management was quick to point out that this did not mean it had to agree on anything.¹

Over the years the union advised management of hundreds of contract violations, grievable incidents, and unfair labor practices which were resolved at the various organizational level meetings. For example, the union charged management with over 217 contract violations from March 1973 through September 1974.² Most of the violations were unintentional and occurred because of the ignorance or apathy of managers. The apathy of managers contributed to their lack of knowledge of the labor contract. This lack of knowledge caused supervisors to make unnecessary mistakes in their relations with employees or the union. Supervisory competence in labor relations was a major challenge faced by management.³ This assertion was reinforced by the Labor Relations Officer at Headquarters USAF who said that problems were caused by bad contract language, ignorance, and poor management.⁴ A few complaints were the result of genuine disagreement by the parties concerned, as will be seen in the next section: "Union Complaints." Although few in number, these disagreements required third-party intervention, or the threat of imminent intervention.

Although the union had made its share of mistakes,⁵ WRAMA had filed no contract violations or unfair labor practice

¹Interview, Sullivan

²Undoubtedly, there were others which were not reported to the WRAMA Labor Relations Officer.

³Interview, Sullivan. ⁴Interview, McLean

⁵According to Pat Sullivan, The Labor Relations Officer.

charges. As part of the overall strategy of seizing and maintaining the initiative in the collective bargaining relationship, WRAMA planned to file a few charges against the union. This would keep the union off-guard, reacting to management actions, and let it know that formal complaints were not restricted to unilateral actions by the union. However, most management complaints would be informal. The Labor Relations Officer would advise the union officials of their mistakes during informal conversations and provide an opportunity for corrective action. The intent was to prevent public embarrassment of the officials, thereby minimizing the problem and preventing a hostile relationship from developing.

Union Complaints

Written records of labor-management disputes in the early years of Executive Order 10988 were non-existent. Such information began appearing in the "Report of Labor Relations" in 1969. According to Dan Bullard, who was Labor Relations Officer at the time, a series of confrontations developed between management and unions from 1962-1965. Each side seemed to be trying to determine the extent of its power under the new, formalized relationship. Unions began challenging management decisions and raising more issues of employee dissatisfaction. Most managers believed that complaints resulted from the personal frustration or self-interest of union stewards. However, managers conceded that some employee complaints were valid. One of the biggest problems for

management was the reluctance of its managers to accept the union and to accord it the rights granted under Executive Order 10988.¹

The first recorded dispute occurred in April 1969 and involved meal tickets at the base restaurant. The restaurant had been issuing meal tickets to the union and accepting reimbursement later. Since Air Force directives required cash sales, management prohibited further charges. As alternatives, management suggested that the union buy the meal tickets in advance or deposit a lump sum in advance to cover the anticipated cost. The AFGE's national union protested to Headquarters USAF. The regulation was revised to allow the union to charge the tickets as it had always done.²

In July, 1969, the union filed the first unfair labor practice complaint against management. The union charged the employer with violating Section 19(a)(6) by failing to consult prior to assigning thirty employees from the Aircraft Repair Branch to the Aircraft Quality Control Branch.³ At first management maintained that the change of work assignment was a retained right and therefore was not negotiable. Later management advised the union that a change was required in order to meet mission requirements. Since the employees and

¹Interview, Bullard.

²"Labor-Management Relations," April 1969. Note: The material in this section is based on the monthly reports of "Labor-Management Relations" unless indicated otherwise.

³Section 19(a)(6) requires the agency to confer, consult, or negotiate as required in Executive Order 11491.

stewards affected were advised of the change, management contended that no further action was necessary.¹ After reviewing the report of a fact-finding committee, the WRAMA Commander revoked the reassignment order and directed the Director of Maintenance to consult with the union. The union then withdrew the complaint. After consultation, the employees were reassigned without further protest.

Apparently labor-management relations were extremely good in WRAMA for the next 28 months since no unfair labor practice complaints were filed. Also no grievances were processed through the negotiated grievance procedure. The Second Base-Wide Agreement expired and the parties were without a contract for several months during this period. This may have had some restrictive effect on charges against management. See Table 6.1.

In October, 1971, the union filed three unfair labor practice charges and two contract violations against management for four incidents. In two of the cases management issued policies without prior coordination with the union. Each one was resolved locally when management corrected the cause for the complaint. The third complaint was withdrawn after the same dispute was referred to arbitration. The final complaint was also resolved locally.

¹According to Article 16 of the Second Base-Wide Agreement, management did not have to consult with the union if the change was required in order to accomplish the mission.

TABLE 6.1

PERIODS OF LABOR RELATIONS BETWEEN WRAMA AND AFGE
IN WHICH NO BASE-WIDE CONTRACT EXISTED

	<u>Date Approved</u>	<u>Expiration Date of Contract</u>	<u>Date Contract Extended To</u>	<u>Inclusive Dates Without Contract</u>	<u>Number of Months With- out Contract</u>
Exclusive Recognition	June 1966	--	--	June 1966- March 1968	21
First Contract	March 1968	March 1969	March 1970	March 1970- October 1970	7
Second Contract	October 1970	October 1971	October 1972*	October 1972- November 1975	13
Third Contract	November 1973	November 1973			

SOURCE: Base-Wide Agreements

*On October 17, 1973, the Assistant Secretary of Labor for Labor Management Relations ruled that a "Memorandum of Understanding" executed by the parties on December 15, 1971, extended the agreement until Headquarters USAF approved a new one.

In the first instance a manager issued an operating instruction on parking bicycles in the hanger areas. When the union learned of the directive, it sent a letter to the WRAMA Commander charging management with failure to consult. Upon receipt of the charges, the Commander rescinded the operating instruction. He directed the manager to reevaluate the need for the policy and to consult with the union prior to any decision to implement the policy. The union then withdrew the charges. After consultation, the policy was instituted without further protest.

In the second case operating instructions had been issued on leaves, assignment of overtime, and other personnel procedures without consulting the union. The Civilian Personnel Officer learned of the matter before the commander received the formal charges and had the operating instruction rescinded. Since the reason for the complaint had been corrected, the union withdrew the charge. After consultation, the policies were implemented without further protest.

In the third instance the union filed a grievance when some employees in the Directorate of Maintenance were detailed to higher level positions for periods of 60-120 days. The employees were selected without competing under the merit promotion system. The union claimed that management violated merit promotion procedures as required by the contract. Management argued that the merit system was not applicable for temporary promotions. The union insisted that the matter be referred to arbitration. Management contended it was not a

matter for arbitration since the contract did not specify that temporary promotions must be based on the merit system. After considerable debate, the parties referred the dispute to arbitration.

The union also filed an unfair labor practice complaint for the promotion incident. But in March, 1972, while awaiting the arbitrator's decision, the union withdrew the unfair labor practice complaint. Although no reason was given, the author suspects that the union expected a favorable arbitration award. Moreover, it is likely that the unfair labor practice charge would have been dismissed. Section 19(d) of Executive Order 11491, as amended, authorizes a complaint to be filed as an unfair labor practice or under the negotiated grievance and arbitration procedure, but not both.

On June 28, 1972, the arbitrator ruled that Article 28 of the Second Base-Wide Agreement stipulated that employees would be detailed to higher grade positions using competitive promotion procedures if the assignment was for more than sixty days. The arbitrator recommended that the WRAMA Commander return the employees concerned to their previous assignments and make new selections using merit promotion procedures. The Commander complied with the arbitrator's award.

The fourth violation occurred when WRAMA safety inspectors surveyed WRAMA work areas. The inspectors failed to invite a union representative to accompany them on the inspection as required by Article 14 of the contract.¹ The union

¹Second Generation Base-Wide Agreement.

submitted a formal complaint to the WRAMA Commander after the inspection report was published. The union withdrew its complaint after management agreed to supplement the report with union comments regarding safety. This enabled management to avoid a second inspection and still permit union participation.

In April, 1972, the union charged the employer with an unfair labor practice for changing the tour of duty in the steam plant without consulting the union. Management had advised the union steward in the area and maintained that consultation was not required because the change was necessary for mission accomplishment.¹ The union did not agree that the change was mission related and wanted to refer the dispute to arbitration. After reviewing the report of a fact-finding committee, the WRAMA Commander revoked the order changing the tour of duty. He directed the steam plant manager to consult with the union prior to a change. After consultation, the tour of duty was changed without further protest.

In May, 1972, the union filed two unfair labor practice complaints with the WRAMA Commander. Shortly thereafter, the union withdrew the complaints and charged management with two contract violations.

The first protest involved a regulation which had been published on control of base traffic. The union withdrew the charge after management said it would negotiate. After

¹According to Article 16, Second Base-Wide Agreement, if the change was mission related, management only had to advise the union and the employees concerned that working hours would be changed.

negotiating with the union, management published the regulation with minor changes.

The second protest involved the playing of radios and televisions during the official duty hours. The WRAMA Commander delegated the authority for deciding such policies to directors. Some directors permitted first level supervisors to determine the policy in their work area. Other directors retained the decision authority at the deputy, division, or branch level. The actual policies varied among the directorates. When the Deputy Director of Materiel Management refused to let workers play radios or televisions, the union charged him with failing to consult. After he showed that he had consulted with the Directorate Chief Steward and other stewards in the directorate, the union withdrew the charge.

In October, 1972, the union filed a grievance and an unfair labor practice complaint as a result of actions of the Commissary Manager. The manager had arranged a temporary work schedule for two employees so that they could attend their college and typing classes. During a two-week absence of the manager in September, 1972, the assistant manager changed the work schedule because it was not authorized by regulation. When the manager returned and learned of the situation, he contacted personnel and finance officials to arrange a permanent special work schedule to accommodate the two employees. About the same time the manager was informed that the employees were dissatisfied over their work schedule

and that the union was involved. The manager then instructed his assistant to arrange a meeting with the two employees in the presence of the union steward. During the meeting the manager reportedly remarked that this was a problem for the "EEO."¹ He and the assistant manager asked a few questions such as "What is the problem?" The employees refused to answer upon advice from the steward. The steward then adjourned the meeting without explanation.²

On October 6, 1972, one of the cashiers filed a grievance as a result of actions of the manager and assistant manager of the Commissary during the meeting. The grievant charged that the manager and assistant manager questioned the two employees without giving them a chance to reply, told the steward that she was trying to take over the commissary and do management's work, informed the employees that they did not have a problem and that management would determine when they had a problem, interfered with the employees' right to choose their own representative, used coercion in an attempt to interfere in the presentation and preparation of the grievance, interfered with the employees' right to present their grievance above the first level supervisor, and denied the employees the opportunity to prepare a formal grievance.³

¹Office of Equal Employment Opportunity (EEO). He had just completed two weeks EEO training.

²Case No. 40-4611(CA), August 30, 1973, United States Department of Labor, Assistant Secretary of Labor for Labor-Management Relations, Office of Administrative Law Judges, Washington, DC.

³Ibid.

On October 12, 1972, the union filed an unfair labor practice complaint concerning the same incident. The union alleged that the manager and assistant manager interfered with the relationship between the employees and their exclusive representative, required additional steps in the processing of a grievance, denied appropriate official time for the preparation of a grievance, and discouraged the pursuit of a grievance by "high pressure" questioning and urging of the grievants to contact the Personnel Office or utilize EEO procedures.¹

Upon receipt of the charges, and a review of the situation, the WRAMA commander directed the Commissary Manager to apologize to the two cashiers and the steward, in the presence of all of the Commissary employees.² By this time, however, the grievance had been referred to arbitration and the unfair labor practice complaint was under review by an administrative law judge.

WRAMA filed a motion to dismiss the unfair labor practice complaint on the basis that the apology satisfied the demands of the complainant. WRAMA also requested that the arbitrator dismiss the grievance on the same grounds. The arbitrator agreed and refused to consider the case further. However, the administrative law judge refused to dismiss the

¹Ibid.

²Letter from WRAMA Commander to Commissary Manager, undated.

case because an offer of settlement had not been made or approved at the time of the regional hearing.¹

On August 30, 1973, the administrative law judge found that the Commissary managers were attempting to assist the two employees and the steward at the meeting in September, 1972, which was terminated by the steward. He also held that the union had not proven that the respondent denied the employees official time for preparations of the grievance, discouraged them from filing a grievance, or failed to consult, confer, or negotiate. On the basis of the findings, he recommended to the Assistant Secretary of Labor for Labor Management Relations that the respondent's motion to dismiss the proceedings be denied and that the complaint against the respondent be dismissed.²

On January 8, 1974, the Assistant Secretary of Labor for Labor-Management Relations reviewed the case. He ruled that Section 19(d) of Executive Order 11491, as amended, was dispositive of the instant complaint. In other words, one may raise an issue under a negotiated grievance procedure or the complaint procedure of Section 19 of the Order, but not both. Since the complainant filed a grievance with the respondent on October 6, 1972, the Secretary dismissed the case.³

¹Case No. 40-4611 (CA).

²Ibid. In other words he believed the case should be heard, but after hearing it, he recommended that the complaint be dismissed.

³Case No. 40-4611 (CA), United States Department of Labor, Assistant Secretary of Labor for Labor-Management

In November, 1972, the union filed an unfair labor practice complaint alleging that management failed to allow a steward to confer with an employee about a grievance. A manager in the Directorate of Procurement and Production, becoming irate because of what he considered excessive use of official time, jerked a telephone out of the hands of a steward. After the manager apologized to the steward the union withdrew the charge.

The union also filed a contract violation in November, 1972, because the Directorate of Distribution changed the tour of duty and lunch period for its off-base expeditors. Management contended that it had complied with the contract because the change was mission related, and it had notified the Directorate Chief Steward.¹ The union charged that tours of duty and lunch periods were subject to mutual agreement and requested that the matter be referred to arbitration.

In May, 1973, Headquarters USAF advised WRAMA that its base-wide contract with the AFGE expired October 27, 1972.² Apparently WRAMA believed that the Second Base-Wide Agreement was still in effect because of a "Memorandum of Understanding" of December 15, 1971, which extended the agreement until a new contract was approved by Headquarters USAF and the

relations, A/SLMR NO. 340 January 8, 1974. Note: This was an unusual case in that the union was unable to win an award from the arbitrator or Assistant Secretary for Labor-Management Relations, yet the union won the original remedy it sought--an apology.

¹Letter from Directorate of Distribution to off-base expeditors with copy to Directorate Chief Steward, November 6, 1972.

²Letter from Headquarters USAF to WRAMA, May 16, 1973.

National Office, AFGE. As a result of the Air Force decision, WRAMA withdrew from the arbitration case. The union then requested that the Assistant Secretary of Labor for Labor-Management Relations determine if a matter was subject to arbitration under the existing agreement. Headquarters USAF maintained that the "Memorandum of Understanding" was not binding because it had not approved the memorandum. Moreover, the Air Force contended that the contract could not be extended because the provisions on arbitration did not conform to Section 13(a), Executive Order 11491, as amended.¹ On October 17, 1973, the Assistant Regional Director for Labor-Management Services, Atlanta Region, ruled that the "Memorandum of Understanding, " was binding on the parties until the approval of a new agreement by Headquarters USAF and the National Office, AFGE. He concluded that although the Assistant Secretary ruled on whether a grievance was subject to arbitration under an existing agreement there was no indication in the Order that the decision was conditional upon whether the grievance-arbitration provisions met the criteria of Section 13. Thus, the Assistant Director ruled that the applicability of Section 13(a) in this case was irrelevant.²

¹Section 13(e) prohibited the extension of a contract which did not conform to Section 13, "Grievance and Arbitration Procedures." Note that the contract provision was based on Executive Order 10988; thus, the section governing grievance and arbitration procedures had changed substantially.

²Case No. 40-4939 (GA), United States Department of Labor, Assistant Secretary of Labor for Labor-Management Relations, Atlanta Region, October 17, 1973.

In the meantime, the arbitrator had closed the case based on the mutual agreement of WRAMA and the union. While the decision of the Assistant Secretary was pending, WRAMA withdrew the change of duty tour for the off-base expeditors. After consulting with the union, WRAMA changed the tour of duty without further protest from the union.¹

In March, 1973, the union filed an unfair labor practice complaint, alleging that management did not promote an employee to a supervisory position in the Maintenance Directorate because he was a steward. WRAMA denied the promotion because the steward would not resign his union position while he served as a supervisor. The administrative law judge concluded that a conflict of interest would occur if an individual acted as a supervisor and a union steward.² Accordingly, he ruled that WRAMA's action did not violate Section 19(a)(1) and (2).³ On January 11, 1974, he recommended that the Assistant Secretary of Labor for Labor-Management Relations dismiss the complaint.⁴

¹Letter from George S. King, Arbitrator, to WRAMA, June 11, 1973.

²Without deciding it in this case, he noted that to permit such a situation to exist might constitute a violation of the Order.

³Section 19(a)(1) prohibits the agency from interfering with the rights of an employee. Section 19(a)(2) prohibits the agency from encouraging or discouraging membership by discrimination.

⁴Case No. 40-4715 (CA), United States Department of Labor, Office of Administrative Law Judges, Washington, DC, January 11, 1974. Note: The Assistant Secretary's decision had not been rendered at the time of this writing, October, 1974.

In April, 1973, the union filed two unfair labor practice complaints against management. The first involved the distribution of dues revocation forms¹ to fellow workers by a dissatisfied union member. The union contended that the union member, who was detailed temporarily as a supervisor, was an agent of management. The union alleged that by distributing the forms, management was interfering with the rights of employees, and thus was in violation of Section 19(a)(1).²

WRAMA and the union agreed that employees would not be allowed official time to campaign for or against the union or distribute literature to that effect. Management agreed that the WRAMA Labor Relations Officer would be the sole distributor of dues revocation forms. On September 21, 1973, the acting Regional Administrator of the United States Department of Labor dismissed the complaint since the cause of the dispute had been remedied.³

On April 24, 1973, the union filed another unfair labor practice complaint against WRAMA. The union alleged that a manager in the Directorate of Maintenance violated

¹Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," Standard Form 1188.

²Case No. 49-4789 (CA), United States Department of Labor, Assistant Secretary of Labor for Labor-Management Relations, Atlanta Region, September 21, 1973.

³Ibid.

Sections 19(a)(1), 19(a)(2), and 19(a)(6)¹ of the Order by refusing to let a steward see one of the employees in the Production Branch concerning a grievance. The steward was denied this right on 19 and 24 October, 1972, because he did not have an AFLC Form 368, Administrative Pass. Although the policy of issuing administrative passes had existed for many years, it was not applied consistently. The supervisor of the steward did not follow the policy and had given him permission to leave his work area to meet the aggrieved employee in the Production Branch. This had been confirmed by telephone between the supervisors concerned.²

The union contended that the Maintenance manager's actions interfered with the rights of the steward and the aggrieved employee under the Order. The union also charged that the manager's discrimination against the steward discouraged union membership. The union also protested that the requirement for stewards to use the Form 368 constituted a policy change in which the union was not consulted. Management maintained that the form was required for reasons of national security and cost accounting. The form enabled

¹See Footnote "3," page 135. Section 19(a)(6) requires the Agency to consult, confer, or negotiate as stipulated in Executive Order 11491, as amended.

²Case No. 40-4700 (CA).

supervisors to prohibit entry to unauthorized persons. Management maintained further that it had no obligation to consult since the policy had been in effect and had not changed.¹

The administrative law judge ruled that the evidence available did not establish that WRAMA had violated Sections 19(a)(1), 19(a)(2), or 19(a)(6) of the Order. He recommended that the Assistant Secretary dismiss the complaint.² The union did not appeal the finding.³

In November, 1973, the union filed two unfair labor complaints. The first involved a union steward who had been charged with leave for representing an employee in a grievance. The steward had used fifty-six hours of official time while representing two employees. When she spent sixteen additional hours on the cases, her supervisor charged the time against annual leave. In the supervisor's judgment, the steward was abusing the right of official time in the cases. When the steward complained, the supervisor charged all but eight of the seventy-two hours as annual leave. The union then charged management with violation of Section 19(a)(1), 19(a)(2), and 19(a)(4) of the Order.⁴ Upon receipt

¹Ibid.

²Ibid.

³Interview, Bullard.

⁴That is, the agency shall not interfere with the rights of an employee under the Order, encourage or discourage membership by discrimination, or discipline or discriminate against an employee who had exercised his rights under the Order.

of the complaint the WRAMA Commander revoked the annual leave and directed that the supervisor apologize to the steward. After the apology, the union withdrew the complaint.

The next unfair labor practice occurred when the Directorate of Maintenance issued policies on leave and overtime without consulting with the union and refused to disclose overtime records to the union. The union charged management with interfering with the rights of employees under Section 19(a)(1). Upon receipt of the charge, the WRAMA Commander revoked the policies and directed the manager concerned to consult with the union, insure that overtime was allocated in accordance with the contract, and make overtime records available to the union. The union accepted this remedy and withdrew the charge. After consultation with the union the policies were published without protest.

In January, 1974, the union complained that management would not permit distribution of the union newspaper in accordance with Article 37 of the contract. Management stopped distribution of the paper in September, 1973, because it had become a commercial newspaper instead of a union newspaper. This decision was precipitated by the action of former publisher of the base newspaper. After being underbid by a competitor and losing his right to publish the base newspaper, he negotiated with the union to publish its newspaper. When advertisements appeared in the union paper, management contended that it was actually a

commercial paper which competed with the base newspaper. Since the parties to the agreement had never intended that the union publish a commercial newspaper, WRAMA stopped its distribution on base. WRAMA offered to let the union distribute the paper without advertisements or to utilize one page of the base newspaper. When the parties could not agree the dispute was referred to arbitration.¹

In a decision on April 26, 1974, the arbitrator in the case ignored the intent of the parties and ruled that the words "The Union's Newspaper" were all encompassing and the union was entitled to distribute its newspaper on base as long as it satisfied other provisions in the contract. WRAMA prepared an appeal but Headquarters USAF directed that it not be submitted. The union resumed distribution of its newspaper in June, 1974.²

In September, 1974, the union filed an unfair labor practice complaint with the WRAMA Commander, charging that management's policy of forced leave during the Christmas holidays violated Section 19(a)(6) of the Order. WRAMA began consultations over the Christmas closing in January, 1974, but the union contended that management was violating the Order because the policy was not authorized in the contract. AFLC had directed the closings throughout the

¹Arbitration File No. 74K07786.

²Letter from Headquarters, USAF to WRAMA, June 7, 1974.

command, but the union held that AFLC was not an "appropriate authority" within the meaning of Section 12(a) of the Order.¹ In the union's view, an appropriate authority was an agency outside of the Air Force. Management contended that AFLC was an appropriate authority and that it was the right of management to determine the methods, means, and personnel to conduct operations. The real objection by the union was that employees should not be "forced" to take leave. Although most workers approved of Christmas leave, some did not and a few had no leave accumulated.² Management contended that the closings would save millions of dollars and agreed to work some of the employees who wanted to work or who did not have leave accumulated.³

Summary of Union Complaints

A total of sixteen complaints were initiated or processed through the Assistant Secretary channels. Of these, three complaints were withdrawn and processed through the negotiated grievance and arbitration procedure. Of the remaining thirteen, one was pending; the union withdrew seven to accept a local remedy, won one, and lost four. In one of the losses, however, the complaint was dismissed because the situation had already been remedied. Of the

¹A contract is subject to existing or future laws or regulations of appropriate authority.

²Interview with Edward Maddox, President of Local 987, AFGE, September 23, 1974.

³A skeleton work force would be required even if the base was closed. Interview with Major General Holland, Commander of WRAMA, September 25, 1975.

seven local remedies, three were clearly in favor of the union; in the other four, partial victories were gained as management retracted its actions only to reimplement the actions after consultation.

The union initiated eight¹ complaints through the negotiated grievance and arbitration procedure. Of these the union won three, withdrew four to accept a local remedy, and lost one. In the loss, however, the complaint was dismissed because the situation had already been remedied. Of the three local remedies, one was clearly in favor of the union, two were partial victories because management reimplemented its actions after consulting with the union, and one was clearly in favor of management.

Grievances and Appeals--Agency Procedures

A number of employee dissatisfactions were processed through agency procedures while complaints were being processed through the negotiated procedure. Their dissatisfactions resulted from three types of management actions: disciplinary actions, nondisciplinary actions, and removals. Disciplinary actions included suspensions and reprimands. Nondisciplinary actions included such things as supervisory appraisals, promotions, leave, harassment, traffic violations, and position descriptions. Removals, of course, meant

¹Including the decision by Air Force to change a regulation to accommodate the union. The author has arbitrarily placed the complaint in this category.

termination of employment. See Table 6.2 for the number of grievances and appeals from 1969 through 1974.

The largest number of grievances and appeals occurred in 1970 during the period when the second contract had expired

TABLE 6.2

GRIEVANCES AND APPEALS FILED AS A RESULT OF
DISCIPLINARY ACTIONS, NONDISCIPLINARY
ACTIONS, AND REMOVALS, 1969-1974,
AT ROBINS AFB

<u>Type Action</u>	1969	1970	1971	1972	1973	1974*
Disciplinary Actions	24	55	32	21	26	22
Nondisciplinary Actions	44	50	30	63	60	62
Removals	8	10	11	8	4	8

SOURCE: Civilian Personnel Office Files, Robins AFB GA.

*Last four months projected based on data from first eight months.

and when no actions were processed under the negotiated grievance and arbitration procedure. Based upon the data in Table 6.3 it also appears that management was least successful in 1970, the year with the largest number of employee dissatisfactions. The least successful year in processing dissatisfactions resulting from disciplinary actions occurred in 1970, with management winning 53 percent of the cases. Management was least successful with nondisciplinary actions in 1973, winning 78 percent of the cases. Management was least successful in removal actions in 1971, winning 45

TABLE 6.3

AGENCY WON AND LOST RECORD FOR GRIEVANCES AND
APPEALS FILED AS A RESULT OF DISCIPLINARY
ACTIONS, NONDISCIPLINARY ACTIONS, AND
REMOVALS, 1969-1975, AT ROBINS AFB

	<u>1969</u>		<u>1970</u>		<u>1971</u>		<u>1972</u>		<u>1973</u>		<u>1974</u>	
	<u>W</u>	<u>L</u>	<u>W</u>	<u>L</u>	<u>W</u>	<u>L</u>	<u>W</u>	<u>L</u>	<u>W</u>	<u>L</u>	<u>W</u>	<u>L</u>
Disciplinary Actions	16	8	29	26	19	13	14	7	23	3	18	4
Nondisciplinary Actions	37	7	41	9	27	3	50	13	47	13	51	11
Removals	4	4	8	2	5	6	6	2	4	0	6	2

SOURCE: Civilian Personnel Office Files, Robins AFB GA

W = Won

L = Lost

percent of the cases. If one combines disciplinary, nondisciplinary, and removal actions, management's lowest win percentage was 68 percent in 1970. Considering success from the employee's view, favorable decisions ranged from 25, 32, 30, 24, 18, and 18 percent, respectively of combined actions from 1969 through 1974.

Other Bargaining Units

The IAFF was small in membership but set the pace for the other unions in the early years. In March, 1965, Local F-107 was granted exclusive recognition after presenting membership of over 50 percent of the seventy-three eligible

firefighters.¹ A boiler-plate agreement was negotiated from June 24, 1965, to February 8, 1966. Headquarters USAF approved the contract on July 21, 1966. By August, 1973, the IAFF had negotiated its fourth contract with Robins AFB. Generally, relations between management and the IAFF were uneventful. At one point the IAFF president wanted to eliminate the negotiated grievance and arbitration provision because it was too costly to utilize. By this time, however, the provision was required by the Executive Order.²

The AFGE became the exclusive agent for the Security Police Unit in August, 1965. Over 50 percent of the sixty-two eligible security police were union members. Initially, the parties agreed to a boiler-plate contract.³ Headquarters USAF approved the second contract in May, 1969, after the parties had made some minor corrections in the language and format. On October, 1970, Headquarters USAF approved the third generation agreement. It was patterned after the second base-wide agreement which would be approved by Air Force later that month. Rather than negotiate a separate fourth generation contract, management and the union agreed in July, 1971, to incorporate the Security Police Agreement into the next base-wide agreement.⁴ Negotiations began in September, 1971, and

¹Interview, Bullard. ²Interview, Sullivan.

³Additional information concerning the first and second contracts was not available.

⁴Monthly reports of "Labor-Management Relations." Unless indicated otherwise, the material in this section is based on the monthly reports of "Labor-Management Relations." The reference is repeated only if necessary for clarity.

the contract was approved in November, 1973. Security police provisions were listed only when special considerations were appropriate. Primarily, these pertained to tours of duty, shift rotation, work during holidays, and uniforms.¹

The AFGE became the exclusive agent for the Professional Nurses' Unit in May, 1968. About 57 percent of the twenty-eight eligible nurses were union members. Negotiations began in July, 1968, and were completed in February, 1969. The contract was similar to the base-wide and security police agreements. Headquarters USAF approved the agreement in October, 1969. A year later the parties began negotiations on the nurses' second generation agreement. Again it was similar to the security police and base-wide agreements. In April, 1971, the contract was forwarded through channels for review and approval. In June, 1971, at the request of the parties, Headquarters USAF returned the contract for incorporation into the base-wide agreement.² As in the case of the security police, a few special provisions were listed for nurses. Primarily, these pertained to tours of duty, shift rotation, work during holidays, and uniforms.³

In May, 1969, the AFGE was granted formal recognition for the 208 eligible employees of Non-Appropriated Funds Unit. Generally, these employees worked in the officer clubs, enlisted clubs, and base restaurant. Approximately 45 percent

¹Third Base-Wide Agreement.

²Monthly reports of "Labor-Management Relations."

³Third Base-Wide Agreement.

were union members. In November, 1969, the NAF unit was granted exclusive recognition.

The AFGE filed an unfair labor practice complaint against management for failing to grant the NAF Unit dues withholding. Initially management delayed dues withholding because the union did not submit the forms to the proper office. A second delay occurred because the National Cash Register Accounting Equipment could not handle the additional load. After the base had installed new equipment and begun dues withholding, the union withdrew the complaint.

Negotiations on the initial NAF contract began in June, 1970, and were completed in November, 1970. Headquarters, USAF, approved the boiler-plate agreement in December 1970. A second boiler-plate NAF contract was approved in March, 1973.

In June, 1970, the AFGE was granted exclusive recognition for the Base-Exchange and Motion Picture Services Unit, based on an election conducted by the Department of Labor on May 20, 1970. Approximately 40 percent of the one-hundred eligible employees of the unit were union members. Negotiations on the initial contract began in June, 1970. The AFGE protested to the Base Commander because the Army and Air Force Exchange Service (AAFES) would not permit dues withholding until the entire contract was negotiated.¹ The

¹Although the Base Commander controlled daily operations of the Base Exchange, financial management was controlled by the Exchange Service in Dallas, Texas. Inventory management was controlled through regional centers.

union claimed losses of several thousand dollars because it could not collect dues from its members.

The Base Commander notified AAFES that denial of dues withholding was in violation of Air Force Manual 40-1, Section 7027. AAFES ruled that the Base Commander had no authority to intervene and that its General Counsel in the Dallas office would handle all subsequent actions. Additional records on the subject were not available at Robins; except dues withholding and the initial labor contract were approved in January and February, 1974, respectively.

The Cost of Labor-Management Relations

Budget or cost data for labor relations were not available. However, it was possible to estimate the annual cost. The largest expenditure was for the labor relations staff personnel who were located in WRAMA headquarters and the major organizational elements: \$188,657. The cost for items such as office supplies and contract reproduction costs was \$5,000; temporary duty, \$3,000; and arbitration,¹ \$5,400. Total out-of-pocket cost was \$202,057.²

Management was concerned over the cost of union representation, particularly in those instances involving the abuse of official time. One steward was reportedly devoting

¹Management's share for three arbitration cases; the cost could be much higher, depending on the individual case and the number of cases.

²All cost estimates are those of the author.

40 hours a week to steward duties. There were other instances of supervisors not knowing the whereabouts of union stewards. Major General Holland was concerned over the total effect of employee representation on productivity.¹ If 200 stewards averaged 20 hours weekly, a total of 57,200 hours annually would be lost to mission essential tasks. Union stewards were also provided sixteen hours of labor relations training annually.² This amounted to another 3,280 hours. Total hours lost to mission essential tasks was estimated at 60,480. If the 60,480 was assigned an average salary cost of \$4 an hour,³ the total implied cost of employee representation would be \$241,920. Excluding training, the implied cost was \$228,800.

One could also estimate the cost of labor relations training of managers. With 1353 managers undergoing 16 hours of training annually at an average salary cost of \$6.37 an hour,⁴ the cost of labor relations training for managers would be \$137,898.

Thus, with out-of-pocket costs of \$200,000, employee representation and steward training costs of \$240,000 and labor relations training of managers costs of \$140,000, the total costs of labor-management relations was estimated at \$580,000.⁵

¹Interview, Major General Holland.

²Eight hours for contract orientation and eight hours for executive order orientation.

³Cost estimate based on the average annual salary of workers, as provided by the Civilian Personnel Office.

⁴Cost estimates based on the average annual salary of managers, as provided by the Civilian Personnel Office.

⁵The numbers are rounded to avoid spurious accuracy.

Summary

Labor-Management relations began in the early 1940s at Robins Air Force Base soon after it was established as a supply and maintenance depot. When President Kennedy issued Executive Order 10988 in 1962, six unions were represented on base. WRAMA granted exclusive recognition in 1965 to the IAFF for its fire fighters and to AFGE Local 987 in 1966 for the Base-Wide Bargaining Unit. Local 987 represented five other exclusive bargaining units but the Base-Wide Unit accounted for almost all of the labor relations activity.

The total cost of labor-management relations was estimated at \$580,000. Generally, labor and management cooperated to accomplish the mission, but a few complaints by the union required third-party intervention. A number of employee complaints were also processed through agency procedures.

The first chapter of the basic research has been presented. In the next chapter, the author describes and analyzes the contract negotiations and three generations of base-wide agreements.

CHAPTER VII

THREE GENERATIONS OF BASE-WIDE AGREEMENTS

Introduction

The purpose of this chapter is to describe the contract negotiations and the base-wide agreements formalizing the collective bargaining process at WRAMA. This information provides a summary of what has been accomplished through the labor-management program. It is a major part of the research effort to identify the management practices stemming from the labor-management relationship.

Negotiations for the initial agreement for the Base-Wide Unit began soon. The lengthy period of negotiations proved to be precedent setting as negotiations for the three base-wide agreements encompassed sixteen, nineteen, and twenty-one months respectively. If the time required for approval at Air Force Headquarters is considered, the periods required to obtain a contract were nineteen, twenty, and twenty-six months respectively. See Table 7.1

The negotiators of the contracts tended to paraphrase the applicable executive orders so the language was time-dependent to some extent. Articles on recognition, unit definition, provisions of law and regulations, rights of the employer,

TABLE 7.1

PERIODS REQUIRED TO OBTAIN
BASE-WIDE AGREEMENTS

	<u>Date Negotiations Began</u>	<u>Date Approved at WRAMA</u>	<u>Date Approved by Higher Authority</u>	<u>Number of Months to Obtain Approval at WRAMA</u>	<u>Number of Months to Obtain Approved Contract</u>
First Contract	August 1966	December 1967	March 1968	16	19
Second Contract	February 1969	September 1970	October 1970	19	20
Second Contract Supplement	November 1970	May 1971	May 1971	6	6
Third Contract	September 1971	June 1973	November 1973	21	26
Third Contract Supplement	May 1974	June 1974	July 1974	1	2

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SOURCE: Labor Agreement Between Warner Robins Air Materiel Area and American Federation of Government Employees Local No. 987 Base-Wide Bargaining Unit, March 26, 1968, and October 28, 1970;
Labor Agreement Between Warner Robins Air Materiel Area and American Federation of Government Employees Local No. 987 Base-Wide Bargaining Unit, Professional Nurses Bargaining Unit, and Security Police Bargaining Unit; November 16, 1973. Hereafter these agreements will be referred to as the First Base-Wide Agreement, Second Base-Wide Agreement, and Third Base-Wide Agreement.

rights of the union,¹ consultation, and union representation were security clauses. Each was embodied in the executive order as a specific right or obligation. Moreover, each was guaranteed or required by Air Force Manual 40-13.²

Articles on wage surveys, leave, holidays, and hazard pay pertained to compensation. These clauses were directed toward application and implementation since compensation was established by law.

Articles such as hours-of-work, overtime, training, safety, job classification, and job descriptions pertained to working conditions. These provisions were directed toward restricting unilateral decision making by management.

Articles on promotion, performance appraisal, reduction-in-force, and discipline were concerned with insuring that management actions were in strict compliance with regulations. In this manner the union was attempting to influence the operation of the merit system.

The grievance and arbitration provisions provided a means of enforcing the contract. The most significant aspect of these articles was third party intervention. In the union's view, this made it possible for more objective decisions in case of disputes.³

¹The article concerning union rights was not included in the first two agreements; however, union rights were explicit in various other provisions.

²Rights of the union, consultation, and union representation were guaranteed. The other provisions were required in the contract.

³Interview, Maddox.

The Initial Base-Wide Agreement

In August, 1966, about seven weeks after the exclusive recognition of the AFGE, Management and union representatives met to establish negotiating rules. The President of Local 987 and two National AFGE Representatives comprised the union negotiating team. One of the National Representatives was Chief of the Contracts Division of the AFGE. He acted as the chief spokesman. The Civilian Personnel Officer, the Staff Judge Advocate (Senior Air Force attorney), the Deputy Director of Maintenance and the Deputy Director of Distribution comprised the management team. The negotiations started poorly. The chief spokesman for management was the Civilian Personnel Officer. He opened the meeting by stating that negotiations would be conducted in his office each Monday for two hours because he had other important matters to attend to. The union representatives were offended because the management spokesman was dictating the preliminary rules instead of negotiating in good faith. Within a few minutes the union terminated the negotiations.¹

Apparently the union spokesman contacted the AFGE National Headquarters because the following day the WRAMA Commander received a telephone call from Headquarters USAF. Although the details of the conversation were not revealed, the Civilian Personnel Officer was relieved of his negotiating duties. The Staff Judge Advocate promptly assumed the role of chief spokesman for management, and another judge advocate joined the management team. Negotiations resumed immediately.

¹Interview, Bullard. The material in this section is based on the interview unless stipulated otherwise.

The negotiators decided to meet on Mondays, Wednesdays, and Fridays for four hours a day. The periods between the sessions enabled them to attend to other duties and prepare for the negotiations. The breaks also helped relieve tensions and minimize emotionalism which arose during bargaining.

Management requested a complete draft of the union's proposals. However, union officials were still upset over the initial meeting and presented a few proposals at a time. This allowed the union to retain the initiative and gave it a tactical advantage. Management had no plan, was reactive, and unable to develop alternatives for trading purposes. Nevertheless, management's position was relatively strong. It had strong rights under the Executive Order and the power of unilateral interpretation of Air Force and higher directives.

The union's practice of placing a few articles on the table at a time tended to slow the proceedings. Another factor which slowed progress was determining what items could be negotiated without violating the Executive Order or Air Force directives. Also the negotiators spent considerable time in writing the articles in simple, understandable language so that the agreement would be meaningful to the workers. Recesses also handicapped the proceedings. The chief spokesman for the union was absent for several prolonged periods because of commitments to other locals. This required cessation of negotiations.

The negotiators almost reached an impasse concerning work assignments for supervisors. The union did not want supervisors to perform the work of journeymen mechanics. Management held that assignment of work was a management right and not negotiable. Moreover, supervisors were not in the

Base-Wide Bargaining Unit and were not subject to the same restrictions as unit members. During the first six months of negotiations, the management team made several attempts to convince union officials that the subject of supervisory duties was not negotiable. Finally the union withdrew the article.

By May, 1967, the negotiators had reached agreement. After a review for legal sufficiency, the agreement was forwarded through AFLC to Headquarters USAF for approval.

Headquarters USAF returned the agreement in July, 1967. Criticism centered around the language of the agreement. Some terms were unclear and others could be interpreted too broadly. Different phraseology was suggested for some provisions. Thus, two months after reaching agreement, management and union officials reopened negotiations. Although the primary task was to refine the language of the contract, the union seized this opportunity to add fifteen articles for consideration.

Again, the union introduced a few articles at a time. Management had few counter proposals as the teams agreed to or modified each article. They narrowly averted an impasse on the assignment of overtime, classification actions, and job descriptions.

The union wanted overtime assignments rotated among employees, regardless of who was performing the job when the overtime requirement arose. Management insisted that the assignment of work was not negotiable. Finally they compromised and management agreed to assign overtime to volunteers who were performing the job and, secondly, to rotate overtime among other volunteers.

The union wanted a copy of every job description. Management refused because of the costs involved. Later, Management agreed to furnish a job description if a dispute

arose over the employee's duties. The union also wanted to be present during the classification audit of a job. Management finally agreed to permit a union member to attend the critique of the annual classification audit.

By December, 1967, the parties had reached an agreement and the contract was forwarded through AFLC to Headquarters USAF again. This time, however, Dan Bullard, the Labor Relations Officer, met with Air Force officials in Washington to insure that the agreement would not be returned for modification. On March 26, 1968, sixteen months after negotiations began, Headquarters USAF approved the contract.

The agreement contained eighty-nine pages and thirty-eight articles.¹ In its provisions the parties defined, established, and guaranteed specific rights and responsibilities of the employer, the union, and the employees. In some instances the negotiators drafted more stringent rules than those provided by Air Force directives. The most substantive article provided for a grievance and arbitration procedure which was separate from the Air Force procedure. However, the most unusual aspect of the agreement was the code of ethics subscribed to and quoted in the preface--the Code of Ethics of the 85th Congress. The most significant aspects of the agreement, union and employee rights and obligations, are summarized in Appendix 4.

¹First Base-Wide Agreement.

The Second Generation Base-Wide Agreement

On December 27, 1968, ninety days prior to the expiration date of the initial base-wide agreement, the union advised management that it wanted to modify the existing contract.¹ In January, 1969, management named its negotiating team and exchanged proposals with the union. The union presented twenty-eight articles and management presented the thirty-eight articles of the initial base-wide contract. Most of the changes involved minor clarification of language.²

Negotiations began in February, 1969, with meetings scheduled three days a week for four hours a day. The Staff Judge Advocate, another judge advocate, the Labor Relations Officer, the Deputy Director of Maintenance, and the Deputy Director of Distribution comprised the management negotiating team. The Staff Judge Advocate was the chief spokesman for management. A National Representative from the AFGE, the union president, the union's fifth vice-president, the chief stewards of the four WRAMA directorates, and one black comprised the union negotiating team. The National Representative served as chief spokesman for the union. Except for the

¹Either party could reopen negotiations in the ninety-to-sixty day period prior to expiration of the contract. Article 38, First Base-Wide Agreement.

²"Report of Labor-Management Relations." Robins AFB GA, December, 1969.

National Representative the union members rotated so that six members comprised the union team at all times.¹

By March, 1969, the parties had reached some agreement. However, impasse items were developing as the negotiators could not agree on the use of time clocks, custodial duties, detailing employees, and shift assignments. The major issue concerned the shift system. Management wanted permanent shift assignments for employees, based on (1) volunteers and (2) seniority. The union wanted a shift rotation system. Time clocks also became an important issue. The union wanted employees with twenty-five years or more of federal service exempted from clocking in or out. Management disagreed due to the administrative work involved in manual time keeping, especially in the industrial areas where employees were scattered due to work assignments.

The negotiations recessed in April, 1969, since the National Representative was also involved in negotiations at a Navy installation. The death of one of the union negotiators delayed things further. When the meetings resumed on June 30, 1969, the articles on details, time clocks, contracting out, employee utilization, distribution of the contract, and merit promotions remained as the major issues.

By August, 1969, after agreeing on merit promotions and details, an impasse remained over four articles. In

¹Interview, Bullard. According to Bullard, the minority member seldom participated in the sessions even though he was usually present. Apparently, the union hoped his presence would increase minority membership. Note: The material in this section is based on the interview unless indicated otherwise.

order to avoid the prolonged negotiations of 1966-67, the negotiators sent the document through channels for approval, minus the articles of dispute. Moreover, they hoped to obtain a new contract before the old one expired on December 22, 1969. The parties agreed not to propose new articles if Headquarters USAF returned the contract for correction.

The new version was still at Headquarters USAF when the old agreement expired in December, 1969. A review had been delayed due to a back-log of agreements. The Air Force may have been partially responsible for the delay since it was reviewing each contract with extreme care.

Apparently the lack of a formal contract posed no particular problems. Labor-management relations during this period were unusually smooth and the union seemed unconcerned over the absence of a negotiated grievance procedure for employees. Management operated as though the agreement was still in effect but realized the union could not file a contract violation.

In May, 1970, the WRAMA labor relations officer received the contract, with instructions to correct several errors. Although the union had agreed not to reopen negotiations, it now insisted on presenting new articles. Primarily, the union wanted parking spaces on the flight-line. This would have enabled employees to park next to the hangers instead of several blocks away. Management refused to consider the new provision on the basis of the joint agreement not to submit new items for consideration. In July the correc-

tions were completed and the contract was forwarded to Headquarters USAF once again. On October 28, 1970, Headquarters USAF approved the agreement, twenty months after negotiations began.

The Labor Relations Officer developed a training program to inform managers and stewards about the provisions of the new contract. The training began in January and was effective overall. However, management complained that stewards used the training for gripe sessions.

The parties remained at impasse over the four issues, despite the new agreement. In November, 1970, they requested assistance from the Federal Mediation and Conciliation Service. After several days of fruitless meetings the mediator withdrew. The union threatened to refer the dispute to the Federal Services Impasse Panel. Instead, the negotiators continued to meet once each month.

One of the impasse areas concerned employee utilization. More specifically, the union wanted to restrict the type of work which could be assigned to supervisors. At first management refused to negotiate, maintaining that such a provision would affect employees and supervisors outside the bargaining unit, including military personnel. Later, management said that the work restrictions would be difficult to control, thereby increasing operating costs. Headquarters USAF would not support the contention that the issue was non-negotiable so management finally agreed to a discussion. The

union withdrew the request for supervisory restrictions when management agreed to require certain actions of supervisors.¹

Management viewed the use of time clocks as an efficient means of accounting for employee time. Since management considered manual time-keeping as a costly alternative it did not want to exempt any employee from clocking in or out. The union wanted employees with twenty years of federal service exempted from the requirement.

Management was concerned with operating costs and was eager to contract out certain work to reduce costs. The union wanted no contracting out. As an alternative, the union wanted authority to approve or disapprove contract work.

Another impasse item affecting cost was the union request that management provide a copy of the contract to every employee. Management refused on the basis of cost. However, it provided pocket size copies of the contract and permitted the union to pay for additional copies that could be printed on management's order for printing.

Slowly the groups resolved their differences and in April, 1971, they settled the final issue of time clocks. A supplement to the basic agreement containing the previous impasse items was forwarded through channels. On May 10, 1971, Headquarters USAF approved the supplement. The supplement would expire along with the basic agreement.

¹Perhaps if management had related the "assignment of work to supervisors" to "methods of work" it could have resisted negotiations on the basis of a "retained right of management."

The second generation base-wide agreement contained thirty-nine articles and 114 pages.¹ Most of its provisions were identical to the initial agreement, although minor changes were noted in sixteen of the original thirty-eight articles. Only one article, "Conduct and Discipline," was added. Although substantial material was added to the articles on promotions and grievances, generally these provisions were restatements of Air Force directives. The most significant aspects of the agreement, union and employee rights and obligations, are summarized in Appendix 4.

The Third Generation Base-Wide Agreement

The second generation contract would be renewed on its anniversary date for one additional year unless either party advised the other of its desire to terminate or modify the agreement. If negotiations were reopened, the contract would continue in effect until the new one was approved by Headquarters USAF, provided the duration of the old agreement did not exceed two years.² On August 28, 1971, sixty days prior to the automatic renewal of the second-generation contract, the union advised management it wanted to modify the agreement.³

¹Second Base-Wide Agreement.

²Article 39, Second Base-Wide Agreement.

³"Labor-Management Relations," August, 1971.

The Labor Relations Officer headed the management negotiating team, with other members consisting of a judge advocate, a representative of the Base Commander, and a representative of the Comptroller. A National AFGE Representative headed the union team which consisted of the President of Local 987, the Fifth Vice-President, and a National Representative who had been assigned as an assistant to the President of the local.¹ Other union officials served on the union staff at various times.

After consultation in September, 1971, the negotiators adjourned until they could review Executive Order 11616, which had been signed by the President on August 28, 1971. Also, the parties expected guidance on the new order from their respective headquarters.

Meetings resumed in October, 1971, and were scheduled each week for Wednesday, Thursday, and Friday from 0830 to 1230. By mutual consent, the parties did not adhere to the schedule closely. The union requested a recess in early January, 1972, due to the unavailability of the National Representative. Meetings resumed in February. Only limited results had been achieved by June, 1972, when the nonavailability of the National Representative forced another adjournment.

¹All but the Fifth Vice-President were full-time union employees. Note: Unless indicated otherwise, the material in this section is based on an interview with Patrick R. Sullivan, Labor Relations Officer from February 1973 to the present.

Negotiations resumed in August with moderate success. By November, 1972, nine issues still required agreement: time clocks, reserve parking, merit promotions, temporary duty, duration of contract, use of facilities, employee services, hours of work, and employee utilization. The parties seemed unaware that the contract expired October 28, 1972, and relations continued as usual. The negotiators continued to meet, but only once a month and with limited success. In February, 1973, the Labor Relations Officer and chief spokesman for management, accepted a promotion. He was replaced in both roles by Patrick K. Sullivan. Soon the parties had agreed on temporary duty, duration of contract, hours of work, and employee utilization. Only five unresolved issues remained.

In April, 1973, the parties forwarded the contract to Headquarters AFLC, minus the disputed provisions. The following month Headquarters AFLC returned the agreement for a few minor corrections. By June 22, the corrections were made and the contract was finalized--after twenty-one months and 248 hours of negotiations. Five months later, on November 16, 1973, Headquarters AFLC approved the agreement.¹

The parties remained at impasse over five issues. The first area concerned the accounting of employee time. The union wanted employees with twenty years of service in grade

¹Headquarters USAF delegated approval authority to AFLC.

GS-9¹ or above exempted from clocking in or out. Management wanted to retain the practice of exempting employees with twenty-five years of service in grade GS-11 or above.²

The next issue involved union representation. The union wanted a union representative with voting privileges appointed to the Civilian Welfare Council. The Base Commander refused to appoint a union representative since he could only appoint two council members. Management maintained that since the other three members were elected by employees at Robins, the union could get the representation it desired through employee support.

Another area of dispute concerned reserve parking spaces. Initially the union wanted all reserve parking eliminated. Later, it became obvious that the union wanted reserve parking for its stewards, the right to review all reserve parking permits, and the right to review the penalty assessed for parking violations. Management held that the last two items were non-negotiable since non-bargaining unit members would be involved. The union maintained that the subjects were negotiable since any space reserved for a non-bargaining unit employee took away a space for a bargaining unit member. As for parking spaces for stewards, management did not believe

¹And the wage system equivalent.

²This was an impasse issue in the negotiations for the second base-wide contract and was resolved when management finally agreed to exempt employees with twenty-five years of service. Grade level was not stipulated in the contract.

that reserve spaces were appropriate unless a steward represented employees in separate locations. Such situations were unlikely since over 200 stewards were available to represent employees. Moreover, it would be unfair to other employees to reserve so many spaces for the stewards.

The union wanted the employer to furnish office space, desks, and telephones for Branch, Division, and Directorate Chief Stewards. Management maintained that the space and equipment was not available and would be too costly even if available.

Finally, the union wanted the article on promotion to apply to all positions for which bargaining unit employees were eligible. The union requested representation on Career-field Panels.¹ It also wanted promotions to first level supervisors restricted to non-supervisory employees. Again management hesitated to make any agreement with bargaining unit employees which would affect employees outside the unit. Management would not agree to union membership on Career-Field Panels because membership was restricted to individuals with personnel experience. Management did not agree on the restrictions concerning first level supervisory positions because of the wide grade spread of the positions. In other words, a first level supervisor could compete for another first level supervisory position at a higher grade.

¹Career-field Panels determined the number of candidates eligible for grades above GS-11.

Although mediation had been unsuccessful in resolving the impasse which delayed agreement on the second base-wide contract, the parties decided to try mediation again. After only moderate success during November and December, 1973, the mediator withdrew.

In May, 1974, Patrick Sullivan, the new Labor Relations Officer and chief negotiator for management, was successful in reconvening negotiations. Within five weeks and thirty-six hours of negotiations, the parties had agreed on a supplement to the third-generation base-wide contract. They resolved all of the impasse issues but one--time clocks. The supplement was forwarded through channels and was approved by Headquarters AFLC on July 19, 1974.

The third-generation base-wide agreement contained forty-nine articles and 190 pages.¹ Essentially, it was a modification of the second agreement. The negotiators deleted the article "Public Purposes Served" and the provision on supplemental agreements. Some of the articles were divided into separate clauses. Others were added: "Environmental Differential Pay," "Maintenance of Air Force Form 971," and "Supervisor-Employee Relations."

The supplement contained the impasse provisions, provisions of "Promotions," and the articles titled "Use of Official Facilities" and "Employee Services."

¹Third Base-Wide Agreement.

Significant changes were noted in the articles: "Hours of Work and Tours of Duty," "Grievance Procedure," "Arbitration," and "Duration of Agreement."¹ The changes concerning grievance and arbitration resulted from the amendment to Executive Order 11491 by Executive Order 11616. Other changes were relatively minor. The most significant aspects of the agreement, union and employee rights, and union obligations are summarized in Appendix 4.

Negotiating Strategy

In August, 1974, the WRAMA Commander notified the union of his desire to open negotiations.² The parties met in September to exchange proposals. Management presented twenty articles in which it wanted to modify the language or make minor changes. For the first time, management had seized the initiative. The union had not intended to reopen negotiations on the first anniversary of the contract. Generally, the union was satisfied with the existing agreement. Nevertheless, after conferring with the National Representative who was present to resume negotiations, the union submitted nine articles for modification and two new articles, pay and reorganization. Thus, in September, 1974, the parties began negotiations on a fourth-generation base-wide agreement.

¹Articles 16, 35, and 39, respectively, as designated in the Second Base-Wide Agreement.

²Either party could reopen negotiations within ninety-to-sixty days of the first or second anniversary date of the contract; Article 49, Third Base-Wide Agreement.

The author was permitted to attend the preliminary meeting. It was evident that management negotiators had learned from earlier experiences. In addition to seizing the initiative by opening negotiations, management had developed a firm negotiating strategy. Management had been reactive to union actions in the past. In the future management planned to keep the union off balance by submitting proposals and counter proposals. Management's new strategy was to give nothing, give a little to get something in return, present a final alternative before mediation, and accept a mediation compromise or an impasse as appropriate. Actually, management strategy went beyond these four steps. It was designed to regain control in areas where management had relinquished unilateral authority before management had sufficient negotiating experience. It also involved correcting ambiguous or vague contract language or eliminating provisions which caused conflicts between management and labor.

Moreover, management preferred that all grievances be subject to the negotiated grievance procedure. Management believed that the union was able to exploit the current situation. According to the Labor Relations Officer, it was common for the union to process a weak complaint through the Air Force procedure, in which case the employee's claim would probably be denied. This enabled the union to use won-lost statistics to its advantage. For example, it could say, "Look what we can do! We won all ten of the grievances through the negotiated system. But the ninety who chose to process their

grievances through the Air Force System lost their cases." Since the Air Force had some bad managers, the union occasionally had a strong case. It would process this case through the negotiated procedure and probably win. This enabled the union to save money since the Air Force absorbed the processing costs for the ninety losers.¹ And they could use their statistics to help attract members.²

The union was less willing to describe its negotiating strategy. Nevertheless, comments by union officials during interviews with the author revealed certain strategy. Union officials believed they had a substantive document. Although they hoped to obtain additional gains, maintaining the initiative by presenting their proposals first no longer seemed important. Union strategy seemed to focus on expanding the scope of negotiations by inserting more regulations or abstracts of regulations into the contract. Once the regulation was in the contract, it was no longer subject to unilateral interpretation by management. The union could interpret the provision in the contract also, and if disputes arose over interpretation, they were subject to arbitration. Another facet of the union's strategy concerned precedence. Once the

¹Hypothetical example by Labor Relations Officer.

²Current Air Force policy is for all units to negotiate a provision for binding arbitration in contracts so that the union will be forced to process more complaints through the negotiated procedure. The intent is to force the union to share the costs and thereby decrease the number of weak cases. Interview, Robert T. McLean, Chief, Labor and Employee Relations Division, Directorate of Civilian Personnel, Headquarters, USAF, April 26, 1974. Marquardt found that only 38 percent of all Air Force contracts in 1971 contained a binding arbitration clause, Marquardt, p. 216.

regulation was inserted into the contract and the regulation was changed, the contract took precedence over the regulation.¹ Inserting the regulation into the contract also enabled the union to force management to comply with its own regulation, or face a charge of violating the contract.

The union planned to continue submitting proposals concerning the equitable treatment and welfare of the employees in order to gain more and more control over this area. What it did not gain today, it would seek tomorrow, until finally the modus operandi would be bilateral decision making. The encroachment would be so slow, so subtle that the union would be firmly entrenched by the time management realized it.

Three Generations of Gains

As noted in the section "Other Authoritative Studies" in Chapter I, Marquardt made a study of 120 collective bargaining agreements in the Air Force. Based on these agreements, he identified twenty articles that contained substantive material.

For analytical purposes, he excluded security and duration clauses. He reasoned that they were required in all contracts and thus, were not subject to negotiation. This logic is questionable since the base-wide agreements at Robins indicate that the security and duration clauses contain substantive material which was negotiated. Moreover,

¹Ruling by Federal Labor Relations Council, Elmendorf-Wildwood, Decision Case 72A-10. May 15, 1973.

by his argument, grievances would not be included in an updated analysis since Executive Order 11491 as amended requires that each contract contain a grievance procedure.

The articles in Marquardt's study are listed in Table 7.2. Note that the First Base-Wide Agreement at Robins included seventeen articles. The Second Base-Wide Agreement contained nineteen of twenty and the Third Base-Wide Agreement contained all twenty of the articles in the study. All of the WRAMA base-wide agreements contained articles which were not listed by Marquardt.

His study also revealed that initial agreements signed in 1964-65 averaged four substantive clauses. Initial contracts approved in 1971 averaged eight substantive articles per agreement, with an average of ten clauses for all agreements in 1971. Discounting the security and other required clauses, the initial base-wide agreement at Robins contained thirty substantive clauses,¹ the second contained thirty-three, and the third contained thirty-seven.² Considering Marquardt's "negotiated rights" criterion in his 1971 study, it is clear that all of the WRAMA base-wide agreements were substantive documents.

Applying the criterion of "negotiated rights" to the WRAMA agreements, one can alter the interpretation and obtain

¹Some articles contained more than one substantive issue.

²"Use of Time Clocks" was not counted in the third contract since the parties were at an impasse over the article.

TABLE 7.2

**SUBSTANTIVE CLAUSES IN WRAMA BASE-WIDE AGREEMENTS,
COMPARED WITH SUBSTANTIVE CLAUSES IN AIR FORCE
AGREEMENTS IDENTIFIED IN THE MARQUARDT STUDY**

<u>Clauses Included in WRAMA and Air Force Agreements</u>	<u>Totals in Air Force Contracts</u>
Hours of Work	94
Overtime	90
**Additional Pay	6
Wage Surveys	31
Annual Leave	93
Sick Leave	74
Holidays	41
Leave Without Pay	54
Administrative Pay	61
*Clean Up Time	35
Promotion Plane	86
Performance Appraisal	31
Reduction-in-Force	80
Assignment of Work	55
Training	46
Safety	93
*Discipline	39
Grievance Procedures	96
Job Classifications	41
Arbitration	73

n = 120

*Included in second Robins Agreement but not in the first Agreement.

**Included in third Robins Agreement but not in the first or second agreements.

SOURCE: Marquardt, Martin W. "The Scope of Bargaining at United States Air Force Installations Within the Forty-eight Conterminous States Under Executive Order 11491: An Analysis and Projection," Unpublished Dissertation, University of Alabama (1972).

significantly different results. In Table 7.3 the author considered significant rights negotiated by the union in base-wide agreements. "General" rights guaranteed by Executive Order or regulation were excluded. For example, consultation on "personnel policies or practices" was excluded as a gain under "consultation" because of the lack of specificity. "Hours of work," however, was included under "consultation" as a specific right. The right of the union to post material on official bulletin boards at Robins was included as a negotiated gain. Although this right was guaranteed by regulation, it was considered a "specific" gain. Based on this interpretation, the author derived seventeen categories of negotiated rights. The union gained 56 rights in the first, 73 in the second, and 110 in the third contract. The increase in negotiated rights from the first to the second agreement was 30 percent, and the increase in rights from the second to the third agreement was 51 percent. The increase in rights from the first to the third contract was 96 percent.

The greatest increases in negotiated rights from the first to the second agreement were in the areas of union notification, working conditions, disciplinary action, and distribution of agreement. The greatest increases in rights from the second to the third agreement were in the areas of consultation, union notification, committee membership, use of official facilities, and distribution of agreement.

TABLE 7.3

SUBSTANTIVE RIGHTS NEGOTIATED BY THE UNION
IN BASE-WIDE AGREEMENTS¹

<u>Description of Rights</u>	<u>First Agreement</u>	<u>Second Agreement</u>	<u>Third Agreement</u>
1. Recognition	2	2	2
2. Dues Withholding	1	2	1
3. Use of Official Facilities	3	4	9
4. Consultation	3	3	8
5. Committee Membership	7	6	22
6. Union Notification	7	12	15
7. Use of Official Time	4	4	5
8. Administrative Leave	1	1	1
9. Employee Services	3	4	4
10. Training	2	2	3
11. Working Conditions	13	19	21
12. Arbitration	2	2	2
13. Grievances	4	4	4
14. Procedures for Resolving Impasses	2	2	3
15. Disciplinary Action	0	1	1
16. Distribution of Agreement ²	0	3	7
17. Duration of Agreement	<u>2</u>	<u>2</u>	<u>2</u>
	56	73	110

SOURCE: First, Second, and Third Base-Wide Agreements.

¹General rights guaranteed by Executive Orders or regulations were excluded. For example, consultation on personnel policies and practices was excluded, but the right to post material on bulletin boards was included.

²One right was given for each group provided a copy or given access to a copy of the agreement. If the number of copies provided to a group quadrupled, the number of rights also quadrupled.

This analysis enables one to see the quantitative gains in negotiated rights. The information in Appendix 4 permits value judgments concerning the significance of a particular gain.

Note that the union made inroads in the decision making process by negotiating rights of consultation, committee membership and notification. In the first and second base-wide contracts, about 30 percent of the gains were related to joint-decision making. In the third contract, decision making gains increased to 41 percent of the total gains.

The most significant gains in this area concerned consultation rights. The most significant consultation right was the requirement for management to confer before changing the hours of work. Moreover, management had to begin consultations with the union at least four weeks prior to the change. In 1967, before the initial base-wide contract was approved, the unilateral decision authority of management was unrestricted. Other significant consultation gains were related to compensation. The union was provided information by the Federal Wage Board, and union members could make presentations to the Board prior to a final decision. Also, one union member served on the Wage Board and five union members were wage data collectors. The union could consult and negotiate with management whenever it believed that the amount of hazard pay should change or that hazard pay should be paid for a job. These provisions may become extremely significant. If the union can show evidence of gaining additional pay for employees, union membership may increase.

The union gained membership on every major decision making council or committee. Although union members had ex officio rights in some instances, they still had the opportunity to influence the final decision. By December, 1971, the union was represented on 15 committees with 20 voting and 5 ex officio members. With six members on the welfare committees and equal membership on the environmental differential pay and wage data collector committees, the union was in an influential position.

In addition to conferring, management was notifying the union or providing information about subjects of interest to the union. This information enabled the union to keep abreast of management decisions and insure that management adhered to its own regulations and the contract.

The union was preoccupied with insuring fair and equitable treatment for employees.¹ This preoccupation was reflected in the negotiated rights pertaining to the subject.² Note, however, that the percentage of total rights for this category declined, with 52 percent, 49 percent, and 36 percent, respectively, reflected in the three agreements.

Considering the number only, employees gained the most in improved working conditions. However, considering

¹This conclusion was based on interviews with union and management officials.

²Rights 7-13 of Table 7.3 pertain to fair and equitable treatment of employees. Any classification, however, is somewhat arbitrary as rights may relate to more than one category.

the effect on the employer, the use of official time in representing employees was significant. Stewards were using hundreds of official working hours to meet with, counsel, and represent employees. Management was concerned over the union's abuse of this right since some of the stewards were becoming non-productive in their government duties.¹

The negotiated grievance and arbitration process was probably the most substantive gain, especially in the union's view. This provided for third party intervention and increased the probability for an objective decision. As noted in the section on negotiating strategy, management also regarded the negotiated grievance procedure as significant and actually preferred it over the Air Force grievance procedure. Since the union would have to share the cost of processing the grievance, management believed that the union would permit few invalid grievances beyond the first supervisory level.

Three Generations of Obligations

With the increased rights and power of the union came increased responsibility. If one considers union obligations as gains along with rights, then obligations account for about 17-18 percent of total union gains.² As shown in Table 11 of Appendix 4, the union gained twelve obligations in the first

¹Interview, Major General Holland.

²That is, 56 rights + 12 obligations = 68 gains, 12/68 = .18; 73 rights + 15 obligations = 88 gains, 15/88 = .17; 110 rights + 22 Obligations = 132 gains, 22/132 = .17.

base-wide contract, three in the second, and seven in the third. When viewed in terms of enforceability, however, union responsibility is not significant. Of the twenty-two obligations, only obligations (0) 0-5, 0-7, 0-11, 0-12, 0-16, 0-18, and 0-22 are enforceable. Of these seven obligations, 0-16 is difficult for management to monitor and control and 0-22 is relatively insignificant. Thus, the author concludes that the union has gained much in return for a small obligation.

Summary

The description and analysis of the contract negotiations and three generations of base-wide agreements provide the reader with a summary of the labor-management program and many of the management practices at Robins AFB. The first agreement was approved in December, 1967, the second in October, 1970, and the third in June, 1973. The agreements were substantive documents, as reflected by a growth in the number of articles, substantive rights, union inroads into joint-decision making, and the union's role in insuring the welfare of employees. Union obligations increased also but were small compared to union gains.

With the second part of the basic research complete, we are now ready for the final segment--an examination of the perceptions of managers and workers concerning the impact of collective bargaining on management practices.

CHAPTER VIII

MANAGER AND WORKER PERCEPTIONS CONCERNING THE IMPACT OF COLLECTIVE BARGAINING ON TWENTY-ONE MANAGEMENT PRACTICES AT THE WARNER ROBINS AIR LOGISTICS CENTER

A major part of the research to determine the impact of collective bargaining on management practices within WRAMA concerned a survey of managers and workers. During the week of September 23-28, 1974, 347 workers and forty-one managers completed a questionnaire (See pp. 292-295) designed to reveal the perceptions of managers and workers concerning the impact of collective bargaining on management practices. Union stewards assisted the author in distributing and collecting the questionnaire during a series of meetings held throughout the week in the base cafeteria. Officials selected this facility as the most convenient to the majority of WRAMA employees.

The survey was conducted during the employees' official working hours and was supported by management and union officials. Only four employees refused to complete the questionnaire although a few expressed anxiety over their participation. Generally, they accepted reassurances from the union steward and the author that their responses would remain anonymous.

Completion time for the questionnaire ranged from twenty minutes to an hour. Many of the respondents who spent more than thirty minutes on the survey seemed to be relaxing or using the period as a rest break. For the few who had difficulty reading, the author explained each question to insure their understanding.

The author also interviewed management and union officials during August, September, and October of 1974 as part of the basic research to determine the impact of collective bargaining on management practices. Everyone seemed interested in the outcome of the research project. Prior to the interviews the author met with officials of Local 987 and briefed them on the purpose of the research. Although they were extremely cooperative their comments were more guarded than those of management officials.

This chapter is devoted to the presentation and analysis of the responses to the questionnaire. Where appropriate the data is supplemented with information learned during interviews or from analysis of the labor contract or the labor-management relationship.

General Hypothesis 1

The first objective in the questionnaire was to determine if managers and workers believe management practices have been adopted at Robins AFB since 1962 because of the labor-management relationship. By restating the objective the author derived General Hypothesis 1: Managers and workers believe that certain management practices have evolved from the labor-management relationship since 1962. As indicated in the research model, if a majority

of managers and workers agree that one of the management practices evolved from the labor-management relationship, it will be concluded that General Hypothesis 1 is true.

Each of the twenty-one management practice statements on the questionnaire involved two questions: (1) Is it a management practice? and (2) Was it the result of the union?

A calculation of manager and worker responses indicated whether a majority of each group believed a particular management practice existed. Then a chi square test was conducted to determine whether the proportion of agreement or disagreement between the groups was statistically significant. If a majority of both groups said the practice did not exist, no further evaluation was made. If one or both groups said a practice existed, additional calculations were made. For those who said the practice existed and that it evolved as a result of the labor-management relationship, calculations were made to determine if their responses represented a majority of all managers or all workers, as applicable. Then a chi square test was conducted to determine whether the proportion of agreement or disagreement between this manager subset and worker subset was statistically significant.

Management Practice 1

Tables 8.1 and 8.2 show manager and worker responses regarding Management Practice (MP) 1. Managers believe overwhelmingly (98%) when acting on working conditions or personnel policies or practices, that management considers employee reactions.

TABLE 8.1

MP1: MANAGEMENT CONSIDERS EMPLOYEE
OR UNION REACTIONS WHEN ACTING ON
WORKING CONDITIONS OR PERSONNEL
POLICIES OR PRACTICES

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	40	1	98	2
Workers	258	89	74	26

Chi Square 9.82¹

A large consensus of workers also agree as 74 percent responded "yes." Thus we conclude that MP1 exists.

In order to test whether a significant difference exists between the proportional responses of managers and workers a null hypothesis was formulated: Ho: There is no difference between managers and workers in the proportion with which they give "yes" and "no" answers that MP1 exists. The alternative hypothesis became: H1: One group gives a greater proportion of "yes" answers than the other group that MP1 exists. Based on the chi square table in a standard statistical

¹The calculations were derived using the Merrell Chi Square Program for 2X2 contingency tables, Headquarters Air University, USAF, December 10, 1974. See Appendix 2.

text¹ the range of rejection for one degree of freedom at the 5 percent level of significance is $\chi^2 = 3.84$.² Hence $\chi^2 = 9.82$ is significant and the null hypothesis is rejected. (This approach to stating and treating hypotheses will be used for all succeeding management practices.) Although both groups believe that MPL exists there is enough disparity in their responses to conclude that a potential problem exists. Managerial bias probably accounts for some of the disparity; that is, one would expect most managers to answer affirmatively because the Executive Order requires them to consider employee or union reactions when acting on working conditions or personnel policies or practices. In real situations, however, people sometimes act without considering even the most obvious consequences.

A sufficient number of unfair labor practices and contract violations have occurred to make it obvious that management does not always consider employee or union reactions prior to acting.³ Nevertheless, it appears that top management is attuned to the problem.⁴ Employee relations are emphasized in monthly labor meetings in an attempt to make managers sensitive to employee needs. Pocket-size copies of the labor contract are furnished each supervisor and all are encouraged to become thoroughly familiar with its contents.

¹Yamane, p. 879.

²For all tests, the significance level is 5 percent and degrees of freedom is 1.

³Refer to the section on union complaints in Chapter VI.

⁴Interviews with Major General Holland, Patrick Sullivan, Dan Bullard, and WRAMA Deputy Directors.

The apathy of some lower and mid-level supervisors is generally conceded as the cause of the problem.¹ Of course the union is prepared to help management combat apathy by its willingness to file unfair labor practice and contract violations. Most union officials are convinced that assessment of penalties against violaters will eliminate most of the problems.²

Table 8.2 shows that the managers and workers who believe MP1 exists, also believe the practice evolved from the labor-management relationship.³ The 100 percent "yes" response of those in the managerial subset accounts for 98 percent of all managers. The "yes" response of workers represents

TABLE 8.2

MP1 EXISTS AND IT EVOLVED AS A RESULT
OF LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	40	0	98	0	100	0
Workers	209	49	60	14	81	19

Chi Square 7.76

¹Based on a sample size of 41 managers and 347 workers.

²Based on a subset of 40 managers and 258 workers.

¹Interviews with top management and the "Labor Relations Reports" indicate that apathy is the problem. If one assumes that most contract violations are unintentional, the large number which has occurred at WRAMA support the contention that apathy is a problem.

²Interview, Maddox

³That is, because employees are union members, have the right to join unions, or because of labor union activities.

60 percent of all workers and 81 percent of the subset¹ of workers. Thus, it is concluded that MP1 evolved as a result of the labor-management relationship.

In order to test whether a significant difference exists between the proportional responses of the subsets of managers and workers, a null hypothesis was formulated.

Ho: There is no difference between the managerial subset group and the worker subset group in the proportion with which they give "yes" and "no" answers that MP1 is the result of the labor-management relationship.

The alternative hypothesis became:

H1: One subset group gives a greater proportion of "yes" answers than the other subset group that MP1 is the result of the labor-management relationship.²

Based on the range of rejection, $\chi^2 = 7.76$ is significant and the null hypothesis is rejected.

The extremely high "yes" responses of managers may indicate that management would not be as concerned with employee reaction if it were not for the union.³ If this is true, the

¹The group of workers who perceive that the practice exists is referred to as the subset of workers. The same reference applies to managers.

²In order to avoid unnecessary repetition the same null and alternative hypotheses will be used in the second test of proportional responses for each management practice without repeating each formulation.

³This cannot be said with certainty because of the way MP1 is worded . . . "considers employee or 'union' reactions" If one considers "union" reactions before acting, he would do so only because the union was there. Thus, he should logically conclude that the practice was caused by the union.

union may tend to regard certain management acts as insincere. This could lead to a decline in the labor-management relationship. Note that the "no" response of those in the worker subset who do not believe MP1 was caused by the union represents 14 percent of all workers. This infers that they think management would have considered employee reactions if the union did not exist. Since this is a rather small percentage, it may infer that many other workers think management would not consider employee and union reactions if it could avoid it.

By extension of this logic it is likely that many of those who think MP1 is not a practice also think that management is able to avoid considering employee and union reactions. More than one management official asserted that the manager's job is production. They regarded union officials as almost illiterate and preoccupied with trivial matters. Of significance, these managers regard as trivial anything not related to production. This suggests that WRAMA managers need leadership training so that they can compare the results of production-centered leadership with other leadership styles.

Management Practice 2

Table 8.3 shows that 76 percent of the managers and 86 percent of the workers believe that management is reluctant to fire an employee. Accordingly, it is concluded that MP2 is a practice at Robins. Based on the range of rejection $\chi^2 = 3.61$ is not significant and the null hypothesis is accepted that managers and workers agree that management is

TABLE 8.3

MP2: MANAGEMENT IS RELUCTANT TO
FIRE AN EMPLOYEE

<u>Group</u>	<u>Response</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	31	10	76	24
Workers	297	50	86	14

Chi Square 3.61

reluctant to fire an employee. Table 8.4 shows that 32 percent of all managers believe that reluctance to fire an employee is the result of the union. A slight majority of all workers, 55

TABLE 8.4

MP2 EXISTS AND IT EVOLVED AS A RESULT OF
LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent</u> ¹		<u>Percent</u> ²	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	13	18	32	44	42	58
Workers	190	107	55	31	64	36

Chi Square 6.75

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 31 managers and 297 workers.

percent, believe that MP2 was caused by the union. Since a consensus of all managers and workers do not agree that the practice evolved as a result of the union, it is not conclusive that the union's presence causes management to be reluctant in terminating employees. Although the union has some influence in such hesitance by management, other factors are probably more important.

It is well known that it is extremely difficult to dismiss a civil service employee. The many hours required to document and defend a case against an employee are enough to discourage dismissal in all but the most serious cases. Undoubtedly this plays a major role in management's reluctance to discharge an employee. Also, whenever a manager brings charges against an employee, it is common for the employee to make countercharges. The ensuing investigation usually uncovers mistakes of the manager and he is often criticized or even penalized along with the employee.

Another major factor in the reluctance to fire an employee is the manager's concern for the individual. Removals are quite serious and can be devastating for the employee and his family. Many managers realize that an employee has made a commitment to the organization--a commitment to spend years of his life in accomplishing organizational goals. This, in turn, leads to an organizational commitment to offer the employee the security that terminations are not regarded lightly and that every feasible alternative is exhausted before an involuntary separation.

Considering only employees who say MP2 exists, 42 percent of the managers and 64 percent of the workers believe it

is the result of the union. Based on the range of rejection, $\chi^2 = 6.75$ is significant and the null hypothesis is rejected. This confirms the obvious . . . managers and workers do not agree as to the cause of management's reluctance to fire an employee.

The AFGE's record of claiming credit for every positive benefit that employees have received over the years may account for the employees' positive opinions. Since the majority of workers believe that the union prevents management from firing a worker, management should evaluate the difference of opinion to determine if a potential problem exists. Management should emphasize its policy of reluctance to fire employees. Perhaps management should also develop a program for informing workers of employee benefits resulting from management actions. Convincing workers of management's concern for employee welfare seems important also.

Management Practice 3

Table 8.5 shows that 66 percent of the managers and 69 percent of the workers believe that MP3 exists. Based on the range of rejection, $\chi^2 = .33$ is not significant and the null hypothesis is accepted that managers and workers agree that MP3 is a current practice.

Table 8.6 shows that 24 percent of all managers and 43 percent of all workers believe that MP3 is caused by the union; whereas, 42 percent of all managers and 26 percent of all workers say that it did not evolve from labor-management

TABLE 8.5

MP3: MANAGEMENT IS RELUCTANT
TO LAY OFF AN EMPLOYEE

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	27	14	66	34
Workers	239	108	69	31

Chi Square .33

TABLE 8.6

MP3 EXISTS AND IT EVOLVED AS A RESULT
OF LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	10	17	24	42	37	63
Workers	148	91	43	26	62	38

Chi Square 7.31

¹Based on a sample size of 41 managers and 347 workers.

²Based on a subset of 27 managers and 239 workers.

relations. Thus it cannot be concluded from these data that management's reluctance to lay off an employee is or is not the result of the union.

Note that 62 percent of the workers who perceive that MP3 is a practice also believe that it was caused by the union. About 63 percent of those in the managerial subset disagree, as do 38 percent of the workers. Some workers in the 38 percent group probably realize, as do most managers, that local management and the union have little or no control over layoffs. Such actions are usually directed by higher authority. The union has no control over who or how many workers will be laid off. Its only gain in this area is a contract provision requiring management to give employees as much advance notice as possible.¹ Thus, in the final analysis, one must conclude that MP3 did not evolve as a result of the union. Considering the disagreement reflected by the responses of these groups and the range of rejection, $\chi^2 = 7.31$ is significant; therefore, the null hypothesis is rejected. This disparity is probably not cause for alarm. As in the case of MP2, the union's tendency to assume credit for acts which can be interpreted positively may affect the employee's bias in this matter. However, the worker response may be a further indication that management needs a program to inform employees of its concern for employee welfare. Management should also reaffirm its policy of reluctance to lay off an employee.

Management Practice 4

Table 8.7 shows that 95 percent of the managers and 64 percent of the workers believe that MP4 exists. Thus, it is concluded that management consults with the union on working

¹Article 27, Third Base-Wide Agreement.

conditions and personnel policies and practices. Based on the range of rejection, $\chi^2 = 14.32$ is significant and the null

TABLE 8.7

MP4: MANAGEMENT TALKS WILLINGLY WITH EMPLOYEES
OR THEIR REPRESENTATIVES ABOUT WORKING
CONDITIONS OR PERSONNEL POLICIES OR
PRACTICES

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	39	2	95	5
Workers	224	123	64	35

Chi Square 14.32

hypothesis is rejected. Although both groups believe MP4 exists, there is enough disparity in their responses to conclude that a potential problem exists.

As in the case of MP1 a sufficient number of unfair labor practices and contract violations have occurred to make it obvious that management does not always talk willingly with employees or their representatives about working conditions or personnel policies or practices. Again, apathy is considered a contributing factor. It is more likely, however, that violations occur because management does not believe it is necessary to consult or because it does not want to consult. The union believes that management consults because

the Executive Order requires it.¹ In other words, the union believes management does not talk willingly. Some management officials expressed the view that management should consult only when required to do so. One important official stated that managers were paid to make decisions and local union officials were ill-prepared to assist them in the decision-making process. He held that unions were ineffective at the local level so labor-management relations should be restricted to the national level. These comments suggest that managers have not accepted completely the tenet of the Order; that is, union participation will improve the administration of government.² Until this idea is accepted, one cannot expect labor and management to reach the optimum level of cooperation.

Table 8.8 shows that 46 percent of all managers and 40 percent of all workers believe that MP4 exists as a result of the labor-management relationship. Conversely, 49 percent of all managers and 24 percent of all workers disagree. From these data, it is inconclusive that MP4 did or did not evolve as a result of the labor-management relationship. Historically management has met with the union and employees through special and monthly meetings.³ The primary purpose of those meetings was to obtain union support of management policies and to utilize the union as a means of communicating with employees.

¹Interviews with union officials.

²The word "union" is inserted here in place of the word "employee" because the union is the employee's exclusive representative.

³Interview, Bullard and "Labor Relations Reports."

TABLE 8.8

MP4 EXISTS AND IT EVOLVED AS A RESULT
OF LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	19	20	46	49	49	51
Workers	139	85	40	24	62	38

Chi Square 3.05

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 39 managers and 224 workers.

Ultimately these meetings led to actual consultation on personnel policies and practices. Thus, it is concluded that MP4 evolved as a result of labor-management relations.

Managers are rather evenly divided on the issue of how consultation evolved, with 51 percent believing that the union was not responsible. This suggests that about one-half of the managers would involve employees in management decisions even if the union was not there. One may also infer that many of remaining one-half would not consult with employees or unions unless it was required. If this is true then managers should benefit from exposure to participative management theory.¹ Although a majority of those in the worker subset

¹Scanlan defines participative management as "getting things done through other people by creating an environment in which they develop mental and emotional involvement in a group situation which encourages them to contribute to goals and

believe that MP4 is a result of labor-management relations, this opinion is not significantly different from those in the managerial subset. Based on the range of rejection, $\chi^2 = 3.05$ is not significant and the null hypothesis is accepted.

Management Practice 5

Table 8.9 shows that 98 percent of the managers and 68 percent of the workers talk willingly with employees or their representatives about grievances. Thus it is concluded that

TABLE 8.9

MP5: MANAGEMENT TALKS WILLINGLY WITH
EMPLOYEES OR THEIR REPRESENTATIVES
ABOUT GRIEVANCES

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	40	1	98	2
Workers	236	111	68	32

Chi Square 14.19

MP5 is a management practice. Based on the range of rejection, $\chi^2 = 14.19$ is significant and the null hypothesis is rejected.

share responsibility for them." Participation should be real but not excessive. Advantages of participative management include "better quantity and quality, less turnover and absenteeism, acceptance of change, fewer grievances, improved decisions, and ease of management." Burk K. Scanlan, Principles of Management and Organizational Behavior (John Wiley and Sons, Inc., New York), 1973, p. 297.

Although both groups believe that MP5 exists there is enough disparity in their responses to conclude that a potential problem exists.

Grievance and appeal actions processed through agency procedures ranged from seventy-three to 115 annually from 1969 through 1974. During the same period twenty-four complaints were processed through the negotiated grievance and arbitration procedure or the Assistant Secretary of Labor for Labor-Management Relations.¹ Hundreds of other complaints were resolved informally and at lower supervisory levels.

One would expect a high "yes" response from managers since they are required to settle grievances at the lowest level possible. However, the fact that hundreds of disputes are resolved informally supports the management response. In spite of this success, almost one-third of the workers doubt management's sincerity. Perhaps fewer grievances and appeals would be processed beyond the first supervisory level if workers believed management would talk willingly about employee problems. It appears that an information program designed to inform employees of management's willingness to discuss employee problems would be worthwhile as it may result in fewer formal complaints.

Table 8.10 shows that 39 percent of all managers and 50 percent of all workers believe that managers talk willingly

¹These data include actions which were initiated for processing outside the Air Force but were resolved locally.

TABLE 8.10

MP5 EXISTS AND IT EVOLVED AS A RESULT
OF LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent</u> ¹		<u>Percent</u> ²	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	16	24	39	58	40	60
Workers	174	62	50	18	74	26

Chi Square 19.75

¹Based on sample size of 41 managers and 347 workers

²Based on subset of 40 managers and 236 workers.

with employees or their representatives about grievances because of the union. Conversely, 58 percent of all managers and 18 percent of all workers believe the union was not responsible for MP5. Based on these data one cannot conclude that MP5 evolved as a result of labor-management relations, but it is possible that it did not.

Other information is also inconclusive. Although the agency grievance and appeal system was the only system available to employees from 1930-1962,¹ it does not follow necessarily that managers talked willingly with workers. Thus it cannot be said conclusively that MP5 did not evolve as a result of the union merely because an agency grievance system has

¹Van Riper, p. 439.

existed since 1930. Interviews with management and union officials were also inconclusive since opinion was divided as to the cause of MP5. Without additional data the author concludes that MP5 is not a result of the labor-management relationship because it is a practice that most managers would follow merely from an interest in the employees' welfare.

It is intuitively obvious that management and worker views are significantly different as 74 percent of the workers and 40 percent of the managers who perceive that MP5 exists believe that it exists as a result of the union. Based on the region of rejection, $\chi^2 = 19.75$ is significant and the null hypothesis is rejected. One may infer that since a large percentage of these workers believe MP5 exists because of the union, they also believe MP3 would not exist without the union. This supports the earlier contention that workers doubt management's sincerity in dealing with employee problems.

Management Practice 6

Table 8.11 shows that 95 percent of the managers and 78 percent of the workers do not believe that management converts positions from civilian to military to avoid dealing with unions. Thus it is concluded that MP6 is not a management practice. Based on the range of rejection, $\chi^2 = 7.72$ is significant and the null hypothesis is rejected. Although only 5 percent of the managers and 22 percent of the workers agree that MP6 is followed by management, the difference in the proportion of agreement is significant. The question is

TABLE 8.11

MP6: MANAGEMENT CONVERTS POSITIONS FROM
CIVILIAN TO MILITARY TO AVOID
DEALING WITH UNIONS

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	2	39	5	95
Workers	76	271	22	78

Chi Square 7.72

why almost one-fourth of the workers believe MP6 is a practice. Perhaps this result, considered with responses to other questions thus far, suggests that management needs an information program to publicize its concern for employees. Certainly, management needs to insure that positions are classified properly.

Management Practice 7

Table 8.12 shows that 76 percent of the managers and 58 percent of the workers believe that MP7 is a management practice. Thus, it is concluded that management coordinates job and reorganization changes with the union prior to the effective date of change. Based on the range of rejection, $\chi^2 = 4.06$ is significant and the null hypothesis is rejected. Although both groups believe MP7 exists, there is enough disparity in their responses to conclude that a potential problem exists.

TABLE 8.12

MP7: DOWNGRADING RECLASSIFICATION OF JOB LEVEL
CHANGE OF JOB DESCRIPTION, OR REORGANIZATION
IS DISCUSSED WITH THE UNION PRIOR TO THE
EFFECTIVE DATE OF CHANGE

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	31	10	76	24
Workers	201	146	58	42

Chi Square 4.06

Since MP7 is required in the labor contract¹ it is interesting that about one-fourth of the managers do not consider it a practice. Also, since 42 percent of the workers do not think MP 7 exists, management should examine the situation to determine if managers are aware of and are following the practice.

Table 8.13 shows that 73 percent of all managers and 50 percent of all workers believe that MP7 is a result of labor-management relations. Thus, the data are inconclusive. The requirement of MP7 by the labor contract, union inroads into joint-decision making, the union's perceived role as the protector of employee rights and enforcer of the contract, and interviews with management officials support the contention that MP7 evolved from the labor-management relationship.

¹Third Base-Wide Agreement.

TABLE 8.13

MP7 EXISTS AND IT EVOLVED AS A RESULT OF
LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	30	1	73	2	97	3
Workers	172	29	50	8	86	14

Chi Square 2.08

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 31 managers and 201 workers.

It is interesting that 97 percent of the managers and 86 percent of the workers who believe MP7 exists also believe the practice is a result of the union. With observed frequencies of A = 30, B = 1, C = 172, and D = 29, the expected frequencies become A = 27, B = 4, C = 175, and D = 26.¹ Since B is less than 5, the chi square test in this instance is meaningless.

Management Practice 8

Table 8.14 shows that 93 percent of the managers and 53 percent of the workers believe that management considers employee needs and desires when acting on working conditions

¹OIOC, Merrell Expected Frequency Program, Headquarters Air University, USAF, December 11, 1974. See Appendix 4 for complete data.

TABLE 8.14

**MP8: MANAGEMENT CONSIDERS EMPLOYEE NEEDS AND
DESIRES WHEN ACTING ON WORKING CONDITIONS
OR PERSONNEL POLICIES OR PRACTICES**

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	38	3	93	7
Workers	184	163	53	47

Chi Square 21.97

or personnel policies or practices. It is concluded that MP8 exists. Although both groups believe MP8 is a management practice, the difference in the proportion of their responses results in a χ^2 of 21.97 and causes a rejection of the null hypothesis. This suggests that a potential problem exists.

Since 47 percent of the workers believe that MP8 is not a practice, some managers may be insensitive in the area of human relations, or ineffective as human resource managers. These data seem to reinforce an earlier suggestion that WRAMA managers need additional training in leadership to supplement their technical management skills.

Table 8.15 shows that the responses of those who believe MP8 exists and also believe it was caused by the union account for 29 percent of all managers and 26 percent of all workers. The negative responses account for 63 percent of all

TABLE 8.15

MP8 EXISTS AND IT EVOLVED AS A RESULT OF LABOR-
MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	12	26	29	63	32	68
Workers	92	92	26	26	50	50

Chi Square 5.06

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 38 managers and 184 workers.

managers and 26 percent of all workers. From these data, it cannot be concluded that MP8 resulted from the labor-management relationship; however, it is possible that it did not. Thus, it is necessary to consider additional information to determine if MP8 was caused by the union.

Interviews with management and union officials lead to the conclusion that MP8 is not a result of labor-management relations. However, the union insists that management sometimes makes the wrong decisions concerning employee needs. However, the presence of the union will insure that MP8 continues.¹

¹Interviews with Sullivan, Bullard, Maddox, and Gibbs.

Management convictions that MP8 exists are stronger than management convictions that it did not result from labor-management relations. Workers are almost evenly divided on each issue. Considering only those who believe MP8 exists, 68 percent of the managers and 50 percent of the workers believe that it did not evolve as a result of the union. Based on the range of rejection, $\chi^2 = 5.06$ is significant and the null hypothesis is rejected. Thus, opinions of these managers and workers are significantly different.

Since about one-third of those in the managerial subset believe MP8 evolved as a result of the union, this may infer that they would not be as concerned about employee needs and desires if the union was not present. Employees seem to support this contention as 50 percent believe MP8 is a result of the union. Again, it is suggested that WRAMA managers need additional leadership training.

Management Practice 9

Table 8.16 shows that 83 percent of the managers and 65 percent of the workers believe management selects employees for release during a RIF¹ in the fairest way possible. Thus it is concluded that MP9 is a management practice. Based on the range of rejection, $\chi^2 = 4.34$ is significant and the null hypothesis is rejected. Although both groups believe MP9 is a practice, there is enough disparity in their responses to conclude that a potential problem exists.

¹Reduction-In-Force.

TABLE 8.16

MP9: WHEN A RIF OCCURS, MANAGEMENT SELECTS EMPLOYEES
FOR RELEASE IN THE FAIREST WAY POSSIBLE

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	34	7	83	17
Workers	227	120	65	35

Chi Square 4.34

Union officials believe that one of the major roles of the union is to insure fair and equitable treatment of employees. This attitude is reflected in their concern for fair selection under the merit promotion system. Although union officials believe that management adheres to merit principles generally, enough violations and promotions of "buddies" occur to cause much union criticism of the merit system.¹ This concern over equity is probably reflected in the 35 percent who do not believe management selects employees for release in the fairest way possible.

Management's 17 percent "no" response is perhaps a greater cause for alarm. Why would not all managers believe that employees are selected in the fairest way possible? The management response may indicate that union concern is justified

¹Interviews with union officials.

or that selection procedures need improvement. At the very least management should examine the procedures to insure that they are adequate.

Table 8.17 shows that the responses of those who believe

TABLE 8.17

MP9 EXISTS AND IT EVOLVED AS A RESULT
OF LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	12	22	29	54	35	65
Workers	133	94	38	27	58.6	41.4

Chi Square 7.48

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 34 managers and 227 workers.

MP9 exists and also believe it evolved from labor-management relations account for 29 percent of all managers and 38 percent of all workers. Conversely, their responses that MP9 did not result from the union account for 54 percent of all managers and 27 percent of all workers. It is possible, therefore, that MP9 is not a result of the union, but it is inconclusive that it evolved from the union. Thus, it is necessary to consider additional information to determine if MP9 was caused by the union.

Interviews with union and management officials lead to the conclusion that MP9 is not a result of the labor-management relationship.¹ However, the union has assumed that one of its major functions is to insure fair and equitable treatment of employees. Union presence will insure that MP9 continues.

Considering only those who believe MP9 exists, 65 percent of the managers believe MP9 did not evolve from labor-management relations and 58.6 percent of the workers believe it did. Based on the range of rejection, $\chi^2 = 7.48$ is significant and the null hypothesis is rejected. Thus, the opinions of these managers and workers are significantly different.

It is difficult to assess why more managers did not reject the possibility that the union is responsible for fair selection in a RIF. Is it possible many managers believe union presence is necessary to insure equitable treatment of employees by management?

Management Practice 10

Table 8.18 shows that 73 percent of the managers and 48 percent of the workers believe that MP10 is a management practice. Thus, it is possible that management downgrades only those positions which should be at a lower skill level. Based on the range of rejection, $\chi^2 = 8.43$ is significant and the null hypothesis is rejected. The chi square test confirms the obvious disagreement between the groups.

¹Ibid.

TABLE 8.18

MP10: MANAGEMENT DOWNGRADES ONLY THOSE POSITIONS
WHICH SHOULD BE AT A LOWER SKILL LEVEL

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	30	11	73	27
Workers	166	181	48	52

Chi Square 8.43

The managers who say MP10 is not a practice, 27 percent, may realize that many positions are downgraded in an arbitrary manner. Budget reductions are often the cause. By the time the effect of a reduction in the budget of the Department of Defense filters through each echelon of command, a division chief or branch chief may be told that certain positions are being deleted or downgraded because of a shortage of funds. Similar actions may occur because of special programs. A current program which is designed to produce job openings for members of minority groups requires that a position be downgraded one skill level if it becomes vacant. Classification audits to determine which positions can be downgraded with the least effect on the mission are disregarded when such actions are caused by budget reductions or special programs.

Note that workers are about evenly divided as 52 percent said MP10 was not a practice. Some of this group may be aware of the arbitrary manner in which positions are downgraded when budget reductions or special programs are involved.

Other workers may agree with union officials who believe supervisors protect their "buddies" by exaggerating job responsibilities and tasks in position descriptions.¹ If this supposition is true, the annual classification audit may result in the grade reduction of the wrong positions. If union officials are correct, this may account for a substantial number of the 52 percent who believe MP10 is not a practice.

In spite of these exceptions, management and union officials agree that, generally, management downgrades only those positions which should be at a lower level. It is also advisable that top management reemphasize that MP10 will be adhered to closely. Special emphasis to classification analysts and all supervisory personnel is appropriate. A management information program which publicizes this procedure

¹Interview with union officials. Note: Grade classification is primarily a function of the tasks and responsibilities which are contained in the job description. Thus, a skilled writer who is willing to devote the time and effort can usually justify a particular grade by exaggerating the tasks and responsibilities of the job. Obviously, only so much time can be devoted to writing job descriptions. Thus, a supervisor who justifies a higher but improper grade for a "buddy" must devote less time to the justification of other positions. Consequently, some of the positions may be minimally justified. This, in turn, may result in their downgrade during the annual classification audit.

should help dispell any fear of special treatment and improve employee-management relations.

Table 8.19 shows that responses of those who believe MP10 exists and also believe it evolved from labor-management relations account for 15 percent of all managers and 24 percent

TABLE 8.19

MP10 EXISTS AND IT EVOLVED AS A RESULT
OF LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	6	24	15	58	20	80
Workers	83	83	24	24	50	50

Chi Square 10.47

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 30 managers and 166 workers.

of all workers. Conversely, their responses that MP10 is not a result of the union account for 58 percent of all managers and 24 percent of all workers. Thus, from these data it is possible that if MP10 is a practice it is not a result of the union. But, it is inconclusive that it evolved from labor-management relations. Thus, it is necessary to consider additional information to determine if MP10 was caused by the union.

Comments from management and union officials lead the author to conclude that MP10 did not evolve from the labor-management relationship. Annual audits of positions have been conducted for many years and it is to management's advantage to grade the positions properly. Positions graded too high will result in unnecessary costs. Positions graded too low will result in extra costs because of high attrition rates. However, union presence may insure that an equitable and accurate job audit system continues.

Considering only those who believe MP10 exists, 20 percent of the managers believe the union is responsible and 80 percent believe it is not. Workers are evenly divided on the issue. Based on the range of rejection, $\chi^2 = 10.47$ is significant and the null hypothesis is rejected. Thus, the opinions of these managers and workers are significantly different. This disagreement reaffirms the earlier suggestion that management needs to insure that positions are classified properly. Union presence should not be required to insure proper job audits.

Management Practice 11

Table 8.20 shows that 95 percent of the managers and 83 percent of the workers believe that management considers employee needs and desires when granting leave. It is concluded that MP11 is a practice. Based on the range of rejection, $\chi^2 = 3.33$ is not significant and the null hypothesis is accepted. Note that the disparity in agreement is not significant even though the union attempted to create an issue over

TABLE 8.20

MP11: MANAGEMENT TAKES EMPLOYEES NEED AND
DESIRES INTO ACCOUNT WHEN GRANTING LEAVE

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	39	2	95	5
Workers	287	60	83	17

Chi Square 3.33

the AFLC policy of closing the base for one week during the Christmas holiday season. The union filed an unfair labor practice complaint and publicized the issue in the union newspaper.¹

Table 8.21 shows that the responses of those who

TABLE 8.21

MP11 EXISTS AND IT EVOLVED AS A RESULT
OF LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	11	29	27	68	28	72
Workers	130	157	38	45	45	55

Chi Square 4.81

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 39 workers and 287 workers.

¹The Robins Review, Warner Robins GA, September 16, 1974.

believe MP11 exists and that the union is responsible for the practice account for 27 percent of all managers and 38 percent of all workers. The "no" vote is more conclusive; it accounts for 68 percent of the managers and 45 percent of the workers. It is concluded from these data that it is possible that MP11 did not result from the union; and it is inconclusive that it evolved as a result of the union. Thus, it is necessary to consider additional information to determine if MP11 was caused by the union.

According to management and union officials, leave policy at Robins has always considered employee needs and desires. Thus, it is concluded that MP11 did not evolve as a result of the labor-management relationship. Nevertheless, such policies are now clearly stated in the labor contract and are enforceable by the union. Thus, union presence will insure that the practice continues.

The responses of those in the subsets indicate that 72 percent of the managers and 55 percent of the workers in the subsets do not believe that the practice evolved from the labor-management relationship. Based on the range of rejection, $\chi^2 = 4.81$ is significant and the null hypothesis is rejected. Although the majority of both groups said "no," the proportion of agreement is significantly different. The union's tendency to assume credit for employee benefits may explain why as many as 45 percent of the workers believe MP11 evolved from labor-management relations.

Management Practice 12

Table 8.22 shows that 37 percent of the managers and 69 percent of the workers think management assigns menial tasks to employees. It is possible, therefore, that MP12 is a

TABLE 8.22

MP12: EMPLOYEES ARE DETAILED TO MENIAL
TASKS SUCH AS CLEANUP DETAILS

<u>Groups</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	15	26	37	63
Workers	239	108	69	31

Chi Square 18.37

practice at Robins. The chi square test confirms that the disagreement is significantly different: based on the range of rejection, $\chi^2 = 18.37$ is significant and the null hypothesis is rejected.

Since the labor agreement protects employees from such details,¹ the author must conclude that MP12 is not a practice. The union can file a complaint each time a violation occurs

¹Section A, Supplement 1, Second Base-Wide Agreement and Article 41, Third Base-Wide Agreement. The requirement in the labor agreement that employees be assigned duties commensurate with their skills may account for the high negative response of managers.

and thus prevent any widespread practice of assigning employees to menial tasks. Violations occur infrequently and must be considered exceptions.

Major General Holland, upon being informed by the union president that machinists¹ were picking up paper, ordered the activity to cease immediately. It seems that the commander had instructed his staff to get the base cleaned up in preparation for a visit from a high ranking official.² The union concedes that menial details occur infrequently but it is common to use highly skilled workers on the details. The union considers these details to be demeaning and points out that it is not cost effective to use highly skilled workers on such projects.

In spite of the conclusion that MP12 is not a practice, 69 percent of the workers believe it is. Top management should reemphasize to all supervisors that skilled workers will not be assigned menial tasks. An information program should publicize this procedure to dispel the erroneous impressions of workers.

Table 8.23 shows that the responses of those who believe MP12 is a practice and that it evolved as a result of labor-management relations account for 20 percent of all

¹According to Maj Gen Holland, cleanup details were composed of machinist helpers.

²It is not uncommon for staff officers to over-react to suggestions or even hints by general officers. Reactions to orders or requests are especially swift and thorough.

TABLE 8.23

MP12 EXISTS AND IT EVOLVED AS A RESULT
OF LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent</u> ¹		<u>Percent</u> ²	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	8	7	20	17	53	47
Workers	80	159	23	46	34	66

Chi Square 1.66

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 15 managers and 239 workers.

managers and 23 percent of all workers. Conversely, their responses indicating that the union is not responsible for the practice account for 17 percent of all managers and 46 percent of all workers. Thus, the results are inconclusive. Intuitively, it is unlikely that the union would cause management to adopt this practice unless the labor-management relations were poor and the parties were engaged in hostile and recriminatory acts.

Considering these responses only in relation to the number who perceive the existence of the practice, managers are about evenly divided as to its cause, although 53 percent think the union is responsible. Conversely, 66 percent of the workers in the subset say the practice is not connected with the union. Based on the range of rejection and a χ^2

of 1.66, the null hypothesis is accepted. The difference of opinion is not statistically significant.

In the final analysis a conclusion regarding cause is not applicable because the author has concluded that MP12 is not a practice. If MP12 did exist, it would not be as a result of the union because there is no pronounced hostility between the union and management. Certainly management should insure that skilled employees are not assigned to menial details. This will permit more efficient employment of labor and avoid the costs of processing complaints concerning menial assignments.

Management Practice 13

Table 8.24 shows that MP13 is a management practice as

TABLE 8.24

MP13: WHEN NEGOTIATING AN AGREEMENT WITH THE UNION
MANAGEMENT MAKES SEVERAL PROPOSALS AND COUNTER
PROPOSALS ON EACH ARTICLE BEFORE STATING
ITS REAL POSITION

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	27	14	66	34
Workers	275	72	79	21

Chi Square 4.63

66 percent of the managers and 79 percent of the workers responded "yes." Based on the range of rejection $\chi^2 = 4.63$ is significant and the null hypothesis is rejected. Although both agree that MP13 is a practice, the proportion of their responses is significantly different.

Most respondents know very little about the negotiating strategy of management.¹ So this answer, more than any other, reflects what they think is probably true, rather than their actual experience or knowledge. Apparently some of the managers do not realize that various proposals and counter proposals by management and labor constitute an acceptable practice in collective bargaining.

Table 8.25 shows that the response of those who believe

TABLE 8.25

MP13 EXISTS AND IT EVOLVED AS A RESULT OF
LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	23	4	56	10	85	15
Workers	225	50	65	14	82	18

Chi Square .03

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 27 managers and 275 workers.

¹Based upon statements of respondents to the author.

MP13 exists and that it evolved as a result of labor-management relations account for 56 percent of all managers and 65 percent of all workers. It is concluded that the practice of bargaining by a series of proposals and counter proposals is a result of the labor-management relationship. Considering these responses only in relation to the number who perceive the existence of the practice, 85 percent of the managers and 82 percent of the workers believe MP13 evolved as a result of the union. Based on the range of rejection, $\chi^2 = .03$ is not significant and the null hypothesis is accepted.

Management Practice 14

Table 8.26 shows that 95 percent of the managers and

TABLE 8.26

MP14: EMPLOYEES ARE PROVIDED SPECIAL TOOLS
IF SUCH ITEMS ARE REQUIRED
ON THE JOB

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	39	2	95	5
Workers	293	54	84	16

Chi Square 2.58

84 percent of the workers believe management provides special tools and clothing. It is concluded that MP14 is a management practice. Based on the range of rejection, $\chi^2 = 2.58$ is not

significant and the null hypothesis is accepted. Some workers stated that management does not provide enough special tools and equipment. Perhaps management should examine this situation more closely.

Table 8.27 shows that the responses of those who believe

TABLE 8.27

MP14 EXISTS AND IT EVOLVED AS A RESULT OF
LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	14	25	34	61	36	64
Workers	150	143	43	41	51	49

Chi Square 3.86

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 39 managers and 293 workers.

MP14 exists and that it evolved from the labor-management relationship represent 34 percent of all managers and 43 percent of all workers. Conversely, their negative responses represent 61 percent of all managers and 41 percent of all workers. Thus, it is possible that MP14 is not a result of the union; it is inconclusive that the union is responsible for MP14. Thus, it is necessary to consider additional information to determine if MP14 was caused by the union.

Based on interviews with management and union officials and an analysis of the labor agreements, it is concluded that

MP14 did not evolve from the labor-management relationship. Furnishing special tools and clothing is an Air Force requirement.¹

Considering these responses only in relation to the number who perceived the existence of the practice, 51 percent of the workers believe the union is responsible for MP14 and 64 percent of the managers disagree. Based on the range of rejection, $\chi^2 = 3.86$ is significant and the null hypothesis is rejected. Note that workers are about evenly divided on the question as 49 percent agree with management. The union's tendency to claim credit for employee benefits may explain why many believe the practice evolved from labor-management relations.

Management Practice 15

Table 8.28 shows that 93 percent of the managers and 62 percent of the workers believe that management attempts to assign overtime equitably and considers employee desires in allocating overtime. It is concluded that MP15 is a management practice. Based on the range of rejection, $\chi^2 = 13.48$ is significant and the null hypothesis is rejected. Although both groups agree that MP15 is a practice, the proportion of their responses is significantly different.

A high percentage of workers, 38 percent, reject the notion that MP15 is a practice. This infers that some managers

¹"The employer agreed to furnish tools, clothing, and equipment, as required by Air Force directives," Article 19, First and Second Base-Wide Agreement, and Article 38, Third Base-Wide Agreement.

TABLE 8.28

MP15: MANAGEMENT CONSIDERS EMPLOYEE DESIRES
WHEN ASSIGNING OVERTIME TO QUALIFIED
EMPLOYEES AND ATTEMPTS TO ASSIGN
OVERTIME EQUITABLY

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	38	3	93	7
Workers	217	130	62	38

Chi Square 13.48

may not be considering employee desires and assigning overtime equitably. Since one unfair labor practice complaint has been filed on this subject, management may wish to emphasize the proper procedures for allocating overtime.¹

The data in Table 8.29 are inconclusive that MP15 evolved from the labor-management relationship but show that it is possible that the union is not responsible for the practice. The responses of the managers who perceive that MP15 is a practice but not a result of the union represent 56 percent of all managers. However, interviews with management and union officials and an analysis of the labor contracts²

¹As prescribed in Article 10, Third Base-Wide Agreement.

²Article 17, First and Second Base-Wide Agreement and Article 10, Third Base-Wide Agreement.

TABLE 8.29

MP15 EXISTS AND IT EVOLVED AS A RESULT
OF LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	15	23	37	56	40	60
Workers	117	100	34	29	54	46

Chi Square 3.31

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 38 managers and 217 workers.

indicate that the union is responsible for MP15. Of course, it may be said that management has attempted to assign overtime equitability for many years. But the difference is that union criteria for equitable allocation are now stipulated in the labor agreement.

Considering the responses only in relation to the number who believe the practice exists, workers are divided rather evenly as only 54 percent believe the union is responsible for the practice; whereas, 60 percent of the managers do not agree with this contention. Since $\chi^2 = 3.31$ is not within the range of rejection, the null hypothesis is accepted. The disagreement between workers and managers is not statistically significant. This appears to be an encroachment by the union into the management right of assigning work.

Management Practice 16

Table 8.30 shows that MP16 is a practice, as 93 percent of the managers and 70 percent of the workers answered affirmatively. As 30 percent of the workers disagree, some managers

TABLE 8.30

MP16: UPON REQUEST EMPLOYEES ARE ADVISED IF
THEY WERE CONSIDERED FOR PROMOTION AND IF
SO, THEIR RANK ORDER ON THE REGISTER

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	38	3	93	7
Workers	244	103	70	30

Chi Square 8.15

may not be complying with this practice. This disagreement is reflected in a χ^2 of 8.15 and the rejection of the null hypothesis.

The data in Table 8.31 are inconclusive that MP16 evolved from the labor-management relationship but show that it is possible that the union is not responsible for the practice. The responses of the managers who perceive that MP16 is a practice but not the result of the union represent 54 percent of all managers. However, interviews with management and union officials and an analysis of the labor contract¹

¹Article 28, Base-Wide Agreements.

TABLE 8.31

MP16 EXISTS AND IT EVOLVED AS A RESULT
OF LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent</u> ¹		<u>Percent</u> ²	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	16	22	39	54	42	58
Workers	152	92	44	26	62	38

Chi Square 6.04

¹Based on sample size of 41 managers and 244 workers.

²Based on subset of 38 managers and 244 workers.

indicate that the union is responsible for MP16. Promotions are a sensitive issue to union officials. This practice is a further attempt by the union to insure fair selections and to police the merit promotion system.¹

Considering the responses only in relation to the number who believe the practice exists, 62 percent of the workers believe the practice is a result of the union. Only 42 percent of the managers agree. Thus, $\chi^2 = 6.04$ is within the range of rejection and the null hypothesis is rejected. In view of the complexity of the merit system and the latitude for selections, it is no wonder that confusion exists. There is agreement, however, that publication of merit procedures in the labor contract has enabled greater understanding of the

¹Interview, Maddox.

system.¹ This appears to be a positive result of the labor-management relationship.

Management Practice 17

Table 8.32 shows that MP17 is a practice as 80 percent of the managers and 75 percent of the workers answered "yes."

TABLE 8.32

MP17: AN EMPLOYEE IS NOT REQUIRED TO FURNISH A
DOCTOR'S STATEMENT AS PROOF OF ILLNESS UNLESS
THE EMPLOYEE IS SUSPECTED OF ABUSING
THE PRIVILEGE

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	33	8	80	20
Workers	261	86	75	25

Chi Square .031

The null hypothesis is accepted as $\chi^2 = .031$ is outside the range of rejection. The "no" responses of 20 percent of the managers and 25 percent of the workers may indicate that some managers are requiring medical statements when they are not required. Since this can result in a contract violation charge, management may want to direct managers to review Article 13 of the Third Base-Wide Agreement.

¹Interviews with management and union officials.

The data in Table 8.33 are inconclusive that MP17 evolved from the labor-management relationship but show that it is possible that the union is not responsible for the practice. The responses of the managers who perceive that MP17 is

TABLE 8.33

MP17 EXISTS AND IT EVOLVED AS A RESULT
OF LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	12	21	29	51	36	64
Workers	139	122	40	35	53	47

Chi Square 4.06

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 33 managers and 261 workers.

a practice but is not the result of the union represent 51 percent of all managers.

However, interviews with management and union officials and an analysis of the labor contract¹ indicate that the union is responsible for MP17. It is obvious that the union regards "proof of illness" as a sensitive issue because management is required to go to extraordinary lengths to continue asking an employee for medical certification. This is another instance

¹Article 31, First and Second Base-Wide Agreements and Article 13, Third Base-Wide Agreement.

of the union's ability to obtain management action concerning an issue of interest to employees.

Management Practice 18

Table 8.34 shows that MP18 is a practice as 90 percent of the managers and 76 percent of the workers responded "yes." Based on the range of rejection $\chi^2 = 3.58$ is not significant and the null hypothesis is accepted. As discussed in Chapter

TABLE 8.34

MP18: MANAGEMENT ADVISES EMPLOYEES IN WRITING AT
LEAST TWO WEEKS IN ADVANCE OF CHANGES IN HOURS
OF WORK AND TOURS OF DUTY

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	37	4	90	10
Workers	263	84	76	24

Chi Square 3.58

VII MP18 is required by the contract. MP18 must be considered a substantive union gain into the area of joint-decision making. However, management does not always follow this procedure. As a consequence several contract violations have been filed.¹ This suggests that management needs to emphasize the procedure concerning changes in duty hours.

¹Interview, Sullivan. Also, refer to the section: "Union Complaints," Chapter VI.

Table 8.35 shows that MP18 evolved as a result of labor-management relations. The responses of those who believe MP18 exists and that the union is responsible for the practice

TABLE 8.35

MP18 EXISTS AND IT EVOLVED AS A RESULT OF
LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	27	10	66	24	73	27
Workers	201	62	58	18	76	24

Chi Square .44

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 37 managers and 263 workers.

account for 66 percent of all managers and 58 percent of all workers. Considering these responses only in relation to the number who are aware of the practice, 73 percent of the managers and 76 percent of the workers believe the union is responsible for MP18. Based on the range of rejection, $\chi^2 = .44$ is not significant and the null hypothesis is accepted. This is another instance of union encroachment into the management right of assigning work.

Management Practice 19

Table 8.36 shows that 63 percent of the workers believe that MP19 is a practice; whereas, 71 percent of the managers

TABLE 8.36

MP19: WHEN NEGOTIATING, MANAGEMENT DOES NOT GIVE
UP ANYTHING TO EMPLOYEES IF IT CAN BE AVOIDED

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	12	29	29	71
Workers	219	128	63	37

Chi Square 18.87

disagree. One can conclude from this data that it is possible that MP19 exists and it is possible that MP19 does not exist. Based on the region of rejection, $\chi^2 = 18.87$ is significant and the null hypothesis is rejected. Thus, the disagreement between managers and workers is confirmed.

This practice is similar to MP13 in that most managers and workers have little actual knowledge of management's negotiating strategy. However, in the case of MP19, individuals are able to form opinions based on their knowledge of the contract, Air Force directives, and employee benefits.

One may interpret the large "no" response of managers, 71 percent, as an opinion that management has made substantial concessions to the union. An analysis of the base-wide agreements in Chapter VII supports this contention. Substantive gains by the union would be expected in the first decade of good faith bargaining. Since management began the relationship

with labor in a relatively strong position it could easily concede a few things in "good faith" during major negotiating sessions. This does not mean that MP19 is non-existent. Indeed the Labor-Relations Officer has described management's attitude as reluctantly cooperative. The objective is to retain all rights possible without union interference. Management's negotiating strategy is to (1) give nothing, (2) give a little to get something in return, (3) present a final alternative before mediation, and (4) accept a mediation compromise or an impasse as appropriate. Based on this information, it is concluded that MP19 is a management practice.¹

TABLE 8.37

MP19 EXISTS AND IT EVOLVED AS A RESULT OF
LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	12	0	29	0	100	0
Workers	125	94	36	27	57	43

Chi Square 124.77

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 12 managers and 219 workers.

The responses of those who perceive that MP19 is a practice and also believe it evolved from the labor-management

¹Interview, Sullivan. Note: Sullivan is the chief negotiator for management.

relationship account for 29 percent of all managers and 36 percent of all workers. The "no" responses account for 0 percent of all managers and 27 percent of all workers. Thus it is inconclusive from these data whether or not MP19 evolved from the labor-management relationship. Intuitively, however, it is obvious that a practice which is an integral part of labor-management relations was developed on the basis of those relations.

Considering only the groups who perceive that MP19 is a practice, all of the managers and 57 percent of the workers believe it is a result of the union. The chi square test in this instance is not meaningful since the expected frequency for cell B is less than 5. Expected frequencies are $A = 7.1$, $B = 4.9$, $C = 129.9$, and $D = 89.1$.¹ However, it is intuitively obvious that labor and management views in this instance are significantly different. This difference should not cause any unfavorable consequences.

Management Practice 20

Table 8.38 shows that MP20 is a practice as 88 percent of the managers and 72 percent of the workers answered affirmatively. However, the null hypothesis is rejected because $\chi^2 = 3.92$ is greater than 3.84. Although both groups agree that MP20 is a practice the proportion of their responses is significantly different. In the author's judgment the difference of opinion should not cause unfavorable consequences.

¹Merrell Expected Frequency Program.

TABLE 8.38

MP20: MANAGERS AND SUPERVISORS ARE TRAINED
IN LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	36	5	88	12
Workers	250	97	72	28

Chi Square 3.92

Table 8.39 shows that the response of those who perceive that MP20 is a practice and also believe it evolved from

TABLE 8.39

MP20 EXISTS AND IT EVOLVED AS A RESULT OF
LABOR-MANAGEMENT RELATIONS

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	22	14	54	34	61	39
Workers	192	58	55	17	77	23

Chi Square 4.99

¹Based on a sample size of 41 managers and 347 workers.

²Based on subset of 36 managers and 250 workers.

the labor-management relationship account for 54 percent of all managers and 55 percent of all workers. Thus it is concluded

that MP20 evolved as a result of the union. Although the "yes" responses do not represent a significant majority, elementary logic supports the conclusion. A practice which is an integral part of labor-management relations was developed on the basis of those relations.

Considering only the groups who perceive that managers are trained in labor-management relations, 61 percent of the managers and 77 percent of the workers believe the practice is a result of the union. Based on the range of rejection, $\chi^2 = 4.99$ is significant and the null hypothesis is rejected. Although both groups agree, the proportion of their response is significantly different. This difference of opinion should not cause unfavorable consequences.

Management Practice 21

Table 8.40 shows that 76 percent of the managers and 57 percent of the workers believe that management sponsors training in labor-management relations for union stewards. Thus it is concluded that MP21 is a practice. Based on the range of rejection $\chi^2 = 4.48$ is significant and the null hypothesis is rejected. The author can visualize no unfavorable consequence from this disparity in agreements between managers and workers. But management might improve its image by publicizing the practice.

Table 8.41 shows that the responses of those who perceive that MP21 is a practice and also believe that it evolved from the labor-management relationship account for 63

TABLE 8.40

MP21: MANAGEMENT SPONSORS TRAINING LABOR-
MANAGEMENT RELATIONS FOR UNION STEWARDS

Group	Responses			
	Number		Percent	
	Yes	No	Yes	No
Managers	31	10	76	24
Workers	198	149	57	43

Chi Square 4.48

TABLE 8.41

MP21 EXISTS AND IT EVOLVED AS A
RESULT OF LABOR-MANAGEMENT
RELATIONS

Group	Responses					
	Number		Percent ¹		Percent ²	
	Yes	No	Yes	No	Yes	No
Managers	26	5	63	12	84	16
Workers	184	14	53	4	93	7

Chi Square 4.20

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 31 managers and 198 workers.

percent of the managers and 53 percent of the workers. Accordingly, it is concluded that MP21 is a result of labor-management relations. Again, this conclusion is supported by elementary logic.

Considering only the groups who perceive that MP21 is a practice, 84 percent of the managers and 93 percent of the workers believe it is a result of the union. The chi square test is not meaningful in this instance since the expected frequency for cell B is less than 5. Expected frequencies are $A = 28.4$, $B = 2.6$, $C = 181.6$, and $D = 16.4$.¹ Assuming a disparity of agreement, the author can discern no unfavorable consequence.

Table 8.42 is a summary of the analysis of manager and worker responses concerning the existence and cause of management practices at Robins AFB.

General Hypothesis 2

The next question involves an assessment of the overall impact of labor-management relations on management practices. This may be stated as General Hypothesis 2: Managers and workers believe the management practices have improved since 1962 as a result of the labor-management relationship.

In order to test the hypothesis, the following statement was constructed: Generally, management practices have improved since a Presidential Executive Order in 1962 authorized employees to join unions. Managers and workers then answered a two part question: (1) Have management practices improved? and (2) (Did this occur as a) Result of the union? As indicated in the research model, if the majority of both

¹Ibid.

TABLE 8.42

A SUMMARY OF THE RESPONSES
OF MANAGERS AND WORKERS

<u>MP</u>	<u>Majority of all Managers and all Workers: MP Exists</u>	<u>Majority of all Managers and all Workers: MP Exists and it is Result of Union</u>	<u>Majority of Manager and Worker Sub- set: MP Exists and it is Result of Union</u>	<u>Null HO: Managers and Workers Agree MP Exists</u>	<u>Null HO: Manager and Worker Subset Agree MP Exists and it is Result of Union</u>	<u>Final Conclusion MP Exists</u>	<u>Final Conclusion MP Result of Union</u>
1	Yes	Yes	Yes	Reject	Reject	Yes	Yes
2	Yes	Yes-Possible	Yes, No- Possible	Accept	Reject	Yes	No
3	Yes	Inconclusive	Yes, No- Possible	Accept	Reject	Yes	No
4	Yes	Inconclusive	Yes, No- Possible	Reject	Accept	Yes	Yes
5	Yes	No-Possible	Yes, No- Possible	Reject	Reject	Yes	No
6	No	Not Applicable (N/A)	N/A	Reject	N/A	No	N/A
7	Yes	Yes-Possible	Yes	Reject	No Test	Yes	Yes
8	Yes	No-Possible	No-Possible	Reject	Reject	Yes	No
9	Yes	No-Possible	Yes, No- Possible	Reject	Reject	Yes	No
10	Yes, No- Possible	No-Possible	No-Possible	Reject	Reject	Yes	No
11	Yes	No-Possible	No-Possible	Accept	Reject	Yes	No
12	Yes, No- Possible	Inconclusive	Yes, No- Possible	Reject	Accept	No	N/A

TABLE 8.42 (Continued)

<u>MP</u>	<u>Majority of all Managers and all Workers: MP Exists</u>	<u>Majority of all Managers and all workers: MP Exists and it is Result of Union</u>	<u>Majority of Manager and Worker Sub- set: MP Exists and it is Result of Union</u>	<u>Null HO: Managers and Workers Agree MP Exists</u>	<u>Null HO: Manager and Worker Subset Agree MP Exists and it is Result of Union</u>	<u>Final Conclusion MP Exists</u>	<u>Final Conclusion MP Result of Union</u>
13	Yes	Yes	Yes	Reject	Accept	Yes	Yes
14	Yes	No-Possible	Yes, No-	Accept	Reject	Yes	No
15	Yes	No-Possible	Yes, No- Possible	Reject	Accept	Yes	Yes
16	Yes	No-Possible	Yes, No- Possible	Reject	Reject	Yes	Yes
17	Yes	No-Possible	Yes, No- Possible	Accept	Reject	Yes	Yes
18	Yes	Yes	Yes	Accept	Accept	Yes	Yes
19	Yes, No- Possible	Inconclusive	Yes	Reject	No Test	Yes	Yes
20	Yes	Yes	Yes	Reject	Reject	Yes	Yes
21	Yes	Yes	Yes	Reject	No Test	Yes	Yes

groups respond "yes" to the first part and their "yes" responses to the second part represent a majority of all managers and all workers, it will be concluded that General Hypothesis 2 is true. The chi square test is applied to determine if the views between management and workers are significantly different.

In order to test the difference in perceptions between the groups, a null hypothesis was formulated:

Ho: There is no difference between managers and workers in the proportion with which they give yes and no answers that management practices have improved.

The alternative hypothesis became:

H1: One group gives a greater proportion of yes responses than the other group that management practices have improved.

Table 8.43 shows that 61 percent of the managers and 80 percent of the workers believe that management practices have improved since 1962 when Executive Order 10988 authorized employees to join unions. Thus it is concluded that management practices have improved. Based on the range of rejection at the 5 percent level of significance and 1 degree of freedom, $\chi^2 = 8.69$ is significant and the null hypothesis is rejected. Although both groups agree that management practices have improved, the proportion of their responses is significantly different.

TABLE 8.43

GENERALLY, MANAGEMENT PRACTICES HAVE IMPROVED
SINCE A PRESIDENTIAL EXECUTIVE ORDER
IN 1962 AUTHORIZED EMPLOYEES
TO JOIN UNIONS

<u>Group</u>	<u>Responses</u>			
	<u>Number</u>		<u>Percent</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	25	16	61	39
Workers	277	70	80	20

Chi Square 8.69

SOURCE: Summary of Responses of Managers and Workers,
Appendix 3.

Upon the initial observation, the results seem surprising that more workers than managers think practices have improved. However, with greater reflection these results should be anticipated. This will be clear after analyzing the responses to the second question.

Given that practices have improved, the second part of the question is concerned with whether practices have improved because of the union. Table 8.44 shows that the responses of those who perceive that management practices have improved and also believe improvement is a result of labor-management relations account for 51 percent of all managers and 70 percent of all workers. Thus it is concluded that General Hypothesis 2 is true: Management practices have improved as a result of the labor-management relationship.

TABLE 8.44

MANAGEMENT PRACTICES HAVE IMPROVED BECAUSE
OF THE LABOR-MANAGEMENT RELATIONSHIP

<u>Group</u>	<u>Responses</u>					
	<u>Number</u>		<u>Percent¹</u>		<u>Percent²</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	21	4	51	10	84	16
Workers	242	35	70	10	87	13

Chi Square 8.69

SOURCE: Summary of responses of managers and workers,
Appendix 3.

¹Based on sample size of 41 managers and 347 workers.

²Based on subset of 25 managers and 277 workers.

Considering only the groups who perceive that management practices have improved, 84 percent of the managers and 87 percent of the workers believe the improvement came as a result of labor-management relations. Unfortunately, the chi square test in this instance is not meaningful since the expected frequency for cell B is less than 5. Expected frequencies are A = 21.8, B = 3.2, C = 241.2, and D = 35.8¹ Nevertheless, it is intuitively obvious that a substantial percentage of those in each subset agree the improvement is a result of labor-management relations.

¹Ibid.

This brings us back to why more workers than managers believe management practices have improved and the answer should now be obvious. Workers believe the union is responsible for management's improvement. But a substantial minority of managers, 39 percent, believe that practices have not improved. Of this group, 56 percent believe the union is responsible for management's failure to improve.¹ If this group is added to the 25 managers who believe management practices have improved, as shown in Table 8.43, then the management response becomes 83 percent instead of 61 percent. If the same type calculation is performed on the worker group, the worker response becomes 84 percent instead of 80 percent. Thus, the explanation is simple, management and worker opinion of management improvement would be almost identical except for those who believe the union has prevented improvement.

Interviews indicate that top management does not believe that union participation in decision making results in improved management. Management's attitude of reluctant cooperation as expressed by the Labor Relations Officer is also consistent with the author's explanation that the 39 percent in Table 8.43 represents those who believe the union has impeded improvement of management practices. Management may want to reexamine its attitude since "reluctant cooperation" may lead to a decline in labor-management relations at Robins.

¹See Table 3, Appendix 3.

General Hypothesis 3

The final question is based on an assumption that managers and workers are opposed to some practices. Restating this assumption results in General Hypothesis 3: Managers and workers are opposed to certain management practices.

In order to test the hypothesis managers and workers were asked to identify any of the twenty-one practices to which they were opposed in the order in which they most opposed the practice.

Worker and manager opposition to management practices 1-21 is recorded and summarized in Tables 6-9 in Appendix 3. Based on these data the total opposition points for each management practice and the order of opposition were derived for workers and managers.

Table 8.45 shows that workers rank MP12 as the worst practice, followed by MP2 and MP19. The reader will recall that MP12 involves assigning menial tasks to workers, MP2 is management's reluctance to fire an employee, and MP19 concerns management's strategy of not giving up anything during negotiations.¹

The most surprising result is opposition to MP2. Apparently some workers believe that management should dismiss employees more readily.

¹The complete list of MPs is included in Appendix 1.

TABLE 8.45

MANAGEMENT PRACTICE OPPOSITION
TOTAL OPPOSITION POINTS
AND RANK ORDER
BY WORKERS

<u>Management Practice</u>	<u>Total Opposition Points</u>	<u>Rank Order</u>
(1)	163 ^a	7
(2)	554	2
(3)	221	4
(4)	114	12
(5)	177	6
(6)	187	5
(7)	98	13
(8)	137	10
(9)	19	20
(10)	149	9
(11)	122	11
(12)	716	1 ^b
(13)	95	14
(15)	48	15
(16)	153	8
(17)	39	16
(18)	33	18
(19)	396	3
(20)	35	17
(21)	21	19

^aThe total number of opposition points for Management Practice 1 is obtained by adding the points in row 1, Table 6.

^bRank order is based on total opposition points. MP12 is the practice workers oppose most.

Note: Workers recorded no opposition to MP14.

SOURCE: Table 6, Appendix 3.

Table 8.46 shows the relative opposition toward these management practices. With a maximum relative opposition of 100, it is apparent that the degree of opposition is minimal. The

TABLE 8.46

MANAGEMENT PRACTICE OPPOSITION, RELATIVE
OPPOSITION, AND RANK ORDER BY WORKERS

<u>Management Practice</u>	<u>Relative Opposition¹</u>	<u>Rank Order²</u>
(1)	2	7
(2)	8	2
(3)	3	4
(4)	2	12
(5)	2	6
(6)	3	5
(7)	1	13
(8)	2	10
(9)	.3	20
(10)	2	9
(11)	2	11
(12)	10	1
(13)	1	14
(15)	.6	15
(16)	2	8
(17)	.5	16
(18)	.4	18
(19)	5	3
(20)	.5	17
(21)	.3	19

¹Relative opposition equals total opposition points divided by maximum opposition points and multiplied by 10. A maximum number of 7,287 opposition points is possible and is obtained by multiplying 347 (total number of workers in sample) times 21 (total points for most opposed management practice).

²The rank order is based on total opposition points, but relative opposition produces the same results.

SOURCE: Derived from Table 7, Appendix 3.

largest relative opposition is 10 and it rapidly drops to 3 or less after the third most opposed management practice.

Table 8.47 shows that managers rank MP2 as the worst practice. MP3 is second and MP21 is a distant third.¹

TABLE 8.47

MANAGEMENT PRACTICE OPPOSITION TOTAL OPPOSITION
POINTS AND RANK ORDER BY MANAGERS

Management Practice	Total Opposition Points	Rank Order
(2)	208 ^a	1 ^b
(3)	141	2
(4)	21	4
(6)	21	4
(7)	19	12
(10)	20	7
(11)	21	4
(12)	20	7
(13)	20	7
(16)	20	7
(17)	20	7
(21)	37	3

^aThe total number of opposition points for Management Practice 1 is obtained by adding the points in row 1, Table 9.

^bRank order is based on total opposition points. Note: the fifth, sixth, ninth, tenth, and eleventh positions are omitted because of tie scores.

SOURCE: Table 9, Appendix 3.

¹MP3 is management's reluctance to lay off workers. MP21 is management's sponsorship of training of union stewards.

Apparently some managers feel that management should not be reluctant in dismissing or laying off employees. A few also object to labor-management training for union stewards.

As Table 8.48 indicates, the relative opposition of management to the first and second ranked practices is much stronger than its relative opposition to other practices.

TABLE 8.48

MANAGEMENT PRACTICE OPPOSITION RELATIVE
OPPOSITION AND RANK ORDER
BY MANAGERS

<u>Management Practice</u>	<u>Relative Opposition¹</u>	<u>Rank Order</u>
(2)	24	1
(3)	16	2
(21)	4	3
(4)	2	4
(6)	2	4
(11)	2	4
(10)	2	7
(12)	2	7
(13)	2	7
(16)	2	7
(17)	2	7
(7)	2	12

¹Total opposition points possible equals 41 (total number of managers in sample) times 21 (total points for most opposed management practice), or 861. Relative opposition equals total opposition divided by 861 and multiplied by 10.

SOURCE: Derived from Table 9, Appendix 3.

Although the opposition to MP2 is not considered great, management should guard against any trend which would decrease

reluctance to fire an employee. As discussed in an earlier section, management has a commitment to an individual once it assumes employment responsibility. To dismiss an employee without exploring all other alternatives is to abdicate managerial responsibility.

The author compares management opposition to management practices with that of workers in Table 8.49. Note that the

TABLE 8.49

MANAGEMENT PRACTICE OPPOSITION, RELATIVE
OPPOSITION AND RANK ORDER, BY
WORKERS AND MANAGERS

Management Practice	Workers		Managers	
	Rank Order	Relative Opposition	Relative Opposition	Rank Order
(12)	1	10	2	7
(2)	2	8	24	1
(19)	3	5		
(3)	4	3	16	2
(6)	5	3	2	4
(5)	6	2		
(1)	7	2		
(16)	8	2	2	7
(10)	9	2	2	7
(8)	10	2		
(11)	11	2	2	4
(4)	12	2	2	4
(7)	13	1	2	12
(13)	14	1	2	7
(15)	15	.6		
(17)	16	.5	2	7
(20)	17	.5		
(18)	18	.4		
(21)	19	.3	4	3
(9)	20	.3		

SOURCE: Table 8.46 and 8.48.

relative opposition of management is at least twice as great as that of workers for the first and second ranked practices. Both ranked MP2 high in comparison to other practices although management recorded three times more opposition than workers. Management opposition to MP12, the practice most opposed by workers, was slight. Management recorded no opposition to MP19, the workers' third ranked practice.¹ Although relative opposition, was minimal, both recorded the same amount for MP21, management's third ranked practice.

Based upon these observations, it is concluded that managers and workers are opposed to certain management practices. Therefore, General Hypothesis 3 is true. Nevertheless, opposition is minimal.

Summary

The research data concerning worker perceptions was presented and analyzed in this chapter. The author applied the rule of a simple majority of 51 percent to determine manager and worker beliefs concerning existence and cause of twenty-one management practices. A majority of managers and workers agree that seventeen of these are current practices. Both groups agree that MP6, converting positions to avoid dealing with the union, is not a practice. The groups disagree on MP10, MP12, and MP19. Managers believe that MP10 is a practice--downgrading only those positions which should

¹"When negotiating, management does not give up anything if it can be avoided."

be at a lower skill level. Workers believe that MP12 and MP19 are practices. MP12 is detailing employees to menial tasks and MP19 concerns management's strategy of not giving up anything when negotiating. Based upon additional analysis the author concluded that MP10 and MP19 are practices and that MP12 is not. See Figure 8.1 for a graphic summary of the perceptions of managers and workers.

Manager and worker perceptions are far less conclusive concerning the cause of the management practices. The groups agree that MP1, MP13, MP18, MP20, and MP21 evolved from the labor-management relationship. MP1 involves considering employee and union reactions; MP13, bargaining techniques; MP18, advance notice of duty changes; MP20, management training in labor relations; and MP21, steward training in labor relations.

The groups disagree concerning MP2, MP5, MP7, MP8, MP9, MP10, MP11, MP14, MP15, MP16, and MP17. Workers believe MP2, reluctance to fire employees, is caused by the union. The response of the managers is inconclusive since it does not account for a majority, either pro or con. Managers believe MP7, coordinating job classification and reorganization, is the result of the labor-management relationship. The response of workers is inconclusive. In the cases of MP5, MP8, MP9, MP10, MP11, MP14, MP15, MP16, and MP17, management believes the practices are not caused by the union. The responses of the workers concerning these practices are

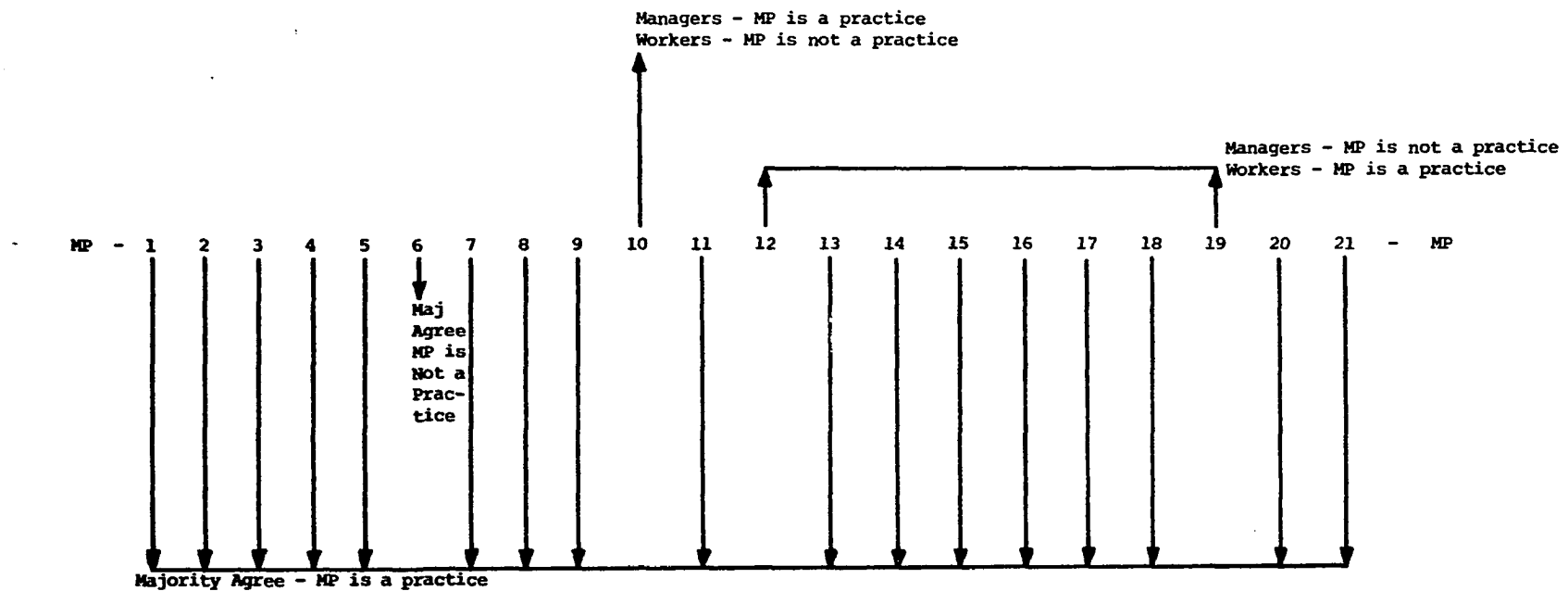


Figure 8.1 Summary of Manager and Worker Responses Concerning Existence of Twenty-one Management Practices

inconclusive. MP5 concerns grievances, MP8 is considering employee needs and desires, MP9 involves fair selection during a RIF, MP10 concerns downgrading of positions, MP11 is related to leave policy, MP4 involves special tools and clothing, MP15 concerns overtime, MP16 concerns promotion information, and MP17 is related to sick leave abuse.

The responses of the groups are inconclusive about the cause of MP3, MP4, MP12,¹ and MP19. MP3 is reluctance to lay off employees, MP4 is consulting with the union and employees, MP12 is assigning menial tasks, and MP19 is negotiating strategy.

To summarize, although the perceptions of managers and workers only enable the author to conclude that MP1, MP13, MP18, MP20, and MP21 evolved from labor-management relations, additional analysis produces similar conclusions concerning MP4, MP7, MP15, MP16, MP17, and MP19. Analysis of the perceptions of managers and workers is indecisive or inconclusive concerning MP2, MP3, MP5, MP8, MP9, MP10, MP11, and MP14. However, additional analysis enables the author to conclude that these practices did not evolve from the labor-management relationship. Cause is not a factor in the case of MP6 and MP12 since the practices do not exist. Figure 8.2 is a graphic summary of the perceptions of managers and workers.

Chi square analysis was useful in determining if manager and worker perceptions concerning existence and cause of

¹Given the possibility that it exists.

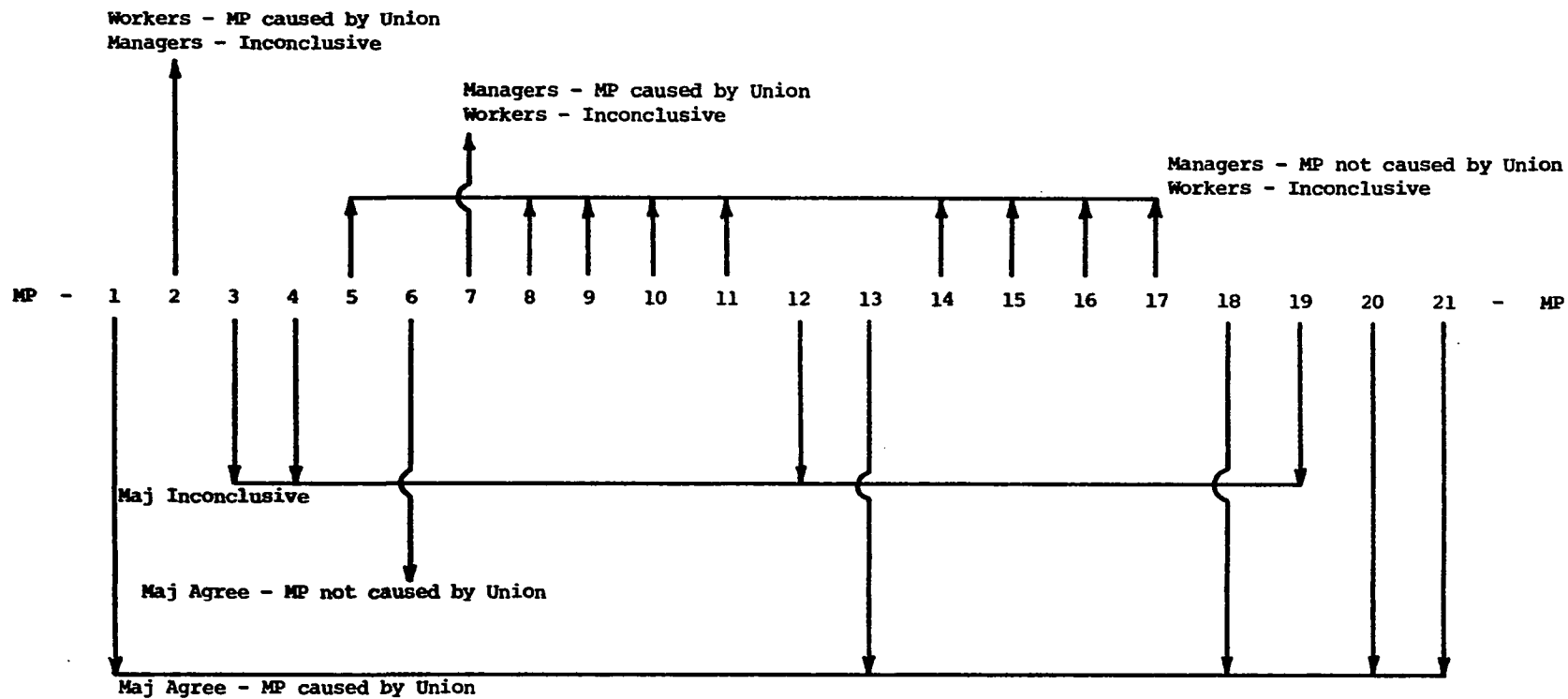


Figure 8.2 Summary of Manager and Worker Responses Concerning Cause of Twenty-one Management Practices

the practices were significantly different. The null hypothesis that perceptions of managers and workers are not significantly different concerning existence of a practice is accepted in the case of MP2, MP3, MP11, MP14, MP17, and MP18. The null hypothesis that perceptions of managers and workers are not significantly different concerning cause of a practice is accepted in the case of MP4, MP12, MP13, MP15, MP17, and MP18. Both null hypotheses are accepted for MP17 and MP18.

The null hypothesis concerning existence is rejected for MP1, MP4, MP5, MP6, MP7, MP8, MP9, MP10, MP12, MP13, MP15, MP16, MP19, MP20, and MP21. The null hypothesis concerning cause is rejected for MP1, MP2, MP3, MP5, MP8, MP9, MP10, MP11, MP14, MP16, MP17, and MP20. This test is not applicable for MP6, as MP6 is not a practice. This test was not conducted for MP7, MP19, and MP21 because the expected frequency for cell B was less than 5. Both hypotheses are rejected in the case of MP1, MP5, MP8, MP9, MP10, MP16, and MP20.

Managers and workers agree that management practices have improved as a result of the union. Nevertheless, the proportion of their responses as to whether improvement occurred is significantly different. Thus, the null hypothesis is rejected. The chi square test was not conducted concerning manager and worker perceptions about the cause of the improvement since the expected frequency for cell B was less than 5. Management's attitude of "reluctant cooperation" may be responsible for the disparity in agreement. If so, this attitude can lead to a decline in labor-management relations at Robins.

Opposition to management practices is minimal. Although some criticism is directed to every practice except MP14, it is negligible in most cases.

Considering relative opposition on a scale of 0-100, workers are most opposed to MP12 with a score of 10, MP2 with 8 and MP19 with 5. Managers are opposed to twelve of the twenty-one practices, but only minimally. The practices managers oppose most are MP2 with a relative opposition score of 24, MP3 with 16, and MP21 with 4.

Based upon the analysis of manager and worker responses concerning the twenty-one management practices, the author identified problem areas or potential problem areas and suggested certain corrective measures. In order to bring about greater acceptance of managerial responsibility under the Executive Order, the author suggests that managers be given instruction in leadership and participative management. In order to discourage apathy, management should consider disciplining managers who violate the contract or commit an unfair labor practice.

The author also suggests that management improve its image in the eyes of workers. Primarily this entails a program to inform employees that many of their benefits are the result of management efforts. WRAMA personnel should be aware that managers are interested in the problems and welfare of employees, that management reduces the grades of positions only when warranted, and that management provides labor-relations

training to union stewards. Management should examine those practices it considers vital to labor-management relations, insure that managers are complying with the practices, and make employees aware that the practices are being emphasized. In particular, management should insure fair selections during a RIF, assign tasks commensurate with employee skills, assign overtime properly and equitably, keep employees advised of their promotion status, advise employees in writing two weeks in advance of changes in hours of work and tours of duty, provide special tools and clothing when required, and request doctors' statements as proof of illness only when authorized by the contract.

The third and last segment of the basic research has been completed. In the final chapter, the author summarizes the management practices which have evolved from the labor-management relationship and makes additional conclusions concerning the impact of collective bargaining on management practices.

CHAPTER IX

THE PAST DECADE AND THE FUTURE

The purpose of the research was to determine the impact of collective bargaining on management practices at the Warner Robins Air Logistics Center. Based upon an analysis of the labor-management relationship, the base-wide agreements, and the perceptions of managers and workers, the author identified a number of management practices that evolved as a result of labor-management relations from 1962 through the latter part of 1974. Further analysis of these practices, labor-management relations, and the labor contracts led to additional conclusions concerning the impact of collective bargaining on management practices.

The Management Practices

The following management practices evolved from the labor-management relationship.

1. Management consults with the union during monthly labor-management meetings or special meetings concerning personnel policies and working conditions¹

¹This practice is equivalent to MP4 of the questionnaire. Management is required to consult on all personnel policies or working conditions over which it has authority. However, the author has listed additional management practices which may be classified in these categories because they were specifically negotiated or identified in the questionnaire or the labor-management relationship.

2. Management consults with the union four weeks before a change in the hours of work or tours of duty, even if the change is mission related¹

3. Management consults with the union concerning promotion evaluation patterns, unless a change is directed by higher headquarters

4. Management consults with the union concerning the opening or closing of base entrances

5. Management consults with the union on local changes to the supervisory appraisal system

6. Management consults with the union on the downgrading reclassification of job level, change of job description, or reorganization before the effective date of change²

7. Management consults with the union on wage surveys through the presentations of union representatives and the committee membership of union members

8. Management consults on environmental differential pay at union request

9. Management consults with the union before approval or disapproval of suggestions emanating from the suggestion program

10. Management consults with the union through union membership on the following committees or councils: EEO; civilian welfare; suggestion; charity fund; ground safety;

¹This practice includes MP18 of the questionnaire.

²This practice is equivalent to MP7 of the questionnaire.

environmental and differential pay; health, safety, and fire; and non-appropriated funds

11. Management notifies the union before an emergency change in the hours of work

12. Management notifies the union before contracting out any work

13. Management notifies the union of a higher headquarters-directed change to the supervisory appraisal system

14. Management notifies the union of a grievance hearing

15. Management notifies the union of reductions-in-force

16. Management notifies the union of personnel regulations

17. Management notifies the union of employees assigned to the base-wide unit

18. Management notifies the union of accessions and separations

19. Management notifies the union of suggestions

20. Management notifies the union of promotion evaluation patterns

21. Management notifies the union of critiques of annual job classification surveys

22. Management notifies the union of job classifications for wage board positions

23. Management notifies the union of injury frequency and cost rates

24. Management notifies the union of disputes involving overtime .

25. Management notifies the union of disputes involving job descriptions

26. Management considers employee or union reactions when acting on working conditions or personnel policies or practices¹

27. Management assigns employees to shifts based upon volunteer status and seniority

28. Management permits employees to swap shifts and requires them to return to their shift at the end of the two-week shift period

29. Management assigns overtime to volunteers who are performing the job; overtime assignments are then made to volunteers who are best qualified²

30. Management advises employees as far in advance as possible when they are required to work overtime and by noon Thursday if they are required to work during the weekend³

31. Work details are rotated equitably unless the detail results in a temporary promotion

32. Work details are usually related to the requirements and qualifications of the position

¹This practice is identical to MP1 of the questionnaire.

²This practice is equivalent to MP 18 of the questionnaire.

³Assuming their regular days off occur on the weekend.

33. If possible, management selects volunteers for holiday work

34. Management advises employees one week in advance of holiday work

35. Management authorizes the first two weeks of annual leave on the basis of seniority

36. Employees are authorized rest periods

37. An employee is not required to furnish a doctor's statement as proof of illness unless the employee is suspected of abusing the privilege

38. If contracting out of work results in the separation of an employee, management informs the employee of his impending termination

39. Management opens additional entrances during shift changes

40. Management counsels employees one year before their retirement

41. Supervisors post the names of award recipients on bulletin boards

42. Managers admonish employees in private

43. Employees with twenty-five years of service are exempt from clocking in or out

44. Management requires no local tests in the promotion evaluation of employees

45. Upon request, employees are advised if they were considered for promotion and, if so, their rank order on the register¹

46. Management selects employees on the basis of merit for details to higher grade positions of sixty to 120 days and grants temporary promotions to the selectees

47. Management publishes a list of newly promoted employees each month

48. Managers mark the performance ratings in ink in the employee's presence

49. When an employee's performance is sufficient to warrant withholding of a pay increase, management advises the employee in writing sixty days before such withholding, or if sixty days written notice is not given, management reevaluates the employee's performance sixty days after the withholding

50. Management advises employees of approved health benefit plans

51. Management instructs employees in safety procedures

52. Management advises employees that a union member can represent them in a job classification dispute

53. Management advises employees of the nature and procedures of union dues withholding

¹This practice is identical to MP16 of the questionnaire.

54. Management advises employees of their right to join or refrain from joining the union

55. Management trains employees adequately before assigning them to jobs or machines

56. Management selects employees for training on the basis of the merit promotion system

57. Management attempts to arrange employee work schedules to permit off-duty, job-related training or education

58. Management grants exclusive recognition to the union that employees select by majority vote in an election

59. Management authorizes one steward and one alternate steward for each fifty employees

60. Management withholds union dues for any employee electing such an option, beginning any pay period

61. Management stops dues withholding at the employee's request, but only on March 1 and September 1

62. Management does not change the amount of dues withholding more than once each year

63. Management authorizes union stewards unlimited official time to prepare for meetings with management

64. Management authorizes union stewards unlimited official time to represent employees

65. Management authorizes union stewards eight hours of official time to prepare before representing an employee

66. Management provides union stewards and supervisors eight hours of orientation each year on Executive Order 11491 as amended

67. Management provides supervisors and union stewards and ten additional union members eight hours of orientation each year on the base-wide agreement¹

68. Management authorizes administrative leave to permit employees to hold union office

69. Management authorizes the use of official facilities for union meetings and elections during non-duty hours

70. Management authorizes the union to post union material on official bulletin boards on base and to publish information in the base newspaper

71. Management permits distribution of the union newspaper throughout various organizations on the base

72. Management provides reserve parking spaces, office space if available, and lockers for certain union officials

73. Management provides a negotiated grievance and arbitration procedure

74. Management utilizes consultation, negotiation, fact-finding, and mediation to resolve impasses

75. Management disciplines employees who discriminate against union members or who defame the union or its officers

76. Management provides 3,500 copies of the base-wide contract for distribution by the union and provides one copy to each supervisor for review by employees

77. Management provides for cancellation, renewal, and modification of the base-wide contract

¹Practice 66 and 67 includes MP20 and MP 21 of the questionnaire.

78. Management negotiating strategy is to identify subjects or issues during daily operations which are causing problems in the labor-management relationship and attempt to negotiate a permanent solution at the earliest date authorized for modification of the contract

79. Management utilizes a firm negotiating strategy of initiating proposals, giving nothing, giving a little to get something in return, presenting a final alternative before mediation, and accepting a mediation compromise or accepting an impasse¹

80. Management enforces the base-wide contract and union compliance with the code of fair labor practices by informal requests to the union to correct the situation, or formally charging the union with violating the contract or committing an unfair labor practice

81. Management uses the union to achieve management objectives in such areas as blood drives, savings bond drives, and fund raising campaigns²

82. Management uses the union to improve production

83. Management uses the union to decrease costs

84. Management uses the union to decrease absenteeism

85. Management requires the union to promote and abide by Air Force safety standards

¹This includes MP13 and MP 19 of the questionnaire.

²The union agreed to support management objectives, often through actual participation in the effort.

86. Management requires the union to advise employees of dues withholding procedures

87. Management requires the union to represent all employees in the Base-Wide Bargaining Unit

88. Management requires the union to encourage employees to participate in off-duty education and training programs for self-improvement purposes

89. Management requires stewards to advise supervisors before contacting employees

90. Management requires the union to remove material from official bulletin boards after it has been posted thirty days

91. Management requires the union to promote the health and welfare of employees

92. Management requires the union to insure mission accomplishment

93. Management requires the union to nominate managers with technical qualifications for the Suggestion Committee

94. Management requires the union to guard against abuse of official time by stewards

95. Management requires the union to encourage employees to familiarize themselves with regulations and rules of conduct

96. Management requires the union to refrain from publishing or posting material which is scurrilous, libelous, or unlawful

97. Management requires the union (representatives) to act temperately and gentlemanly while engaging in labor-management relations.

98. Management requires the union to penalize union members for intemperate or defamatory acts against superiors

99. Management requires the union to recognize the authority of supervisors to maintain proper conduct and discipline

100. Management requires the union to recognize the desirability of resolving complaints against employees in the interests of justice and equity

101. Management requires the union to withhold wage information until it has been officially released by Wage Board officials

Bilateral Decisions and Union Power

In the author's opinion, the 101 management practices which evolved from the labor-management relationship have increased the power of the union substantially. Although union officials argue that the union lost power with each subsequent Executive Order, the facts do not support this contention. It is true that the union can only negotiate forty hours on official time. But this does not seem to have had any deleterious effect upon the content of the labor contract. There is no evidence that loss of informal and formal recognition has caused a significant decline in AFGE membership. The union is the exclusive representative for five bargaining units and

accounts for 99.2 percent of the union membership and approximately half of the employees eligible for membership.

Judging from practices which involve consultation with the union, notification of the union, and union membership on numerous committees within WRAMA, the union made inroads into joint decision making.

Although bilateral decisions account for a relatively small amount of the total decision process, the union has made inroads. In a sense, all of the 101 practices which have evolved from the collective bargaining relationship represent bilateral decisions. These, in turn, affect hundreds of other decisions which are made annually.

The most significant practices affecting decisions in daily operations are those involving consulting, informing, union representation on management committees, and working conditions. Of these, "four weeks advance notice and consultation before changing hours of work or tours of duty," seems to be the most significant consultation effort. In the past management could make such a change arbitrarily and on short notice. Consultation on environmental differential pay and consultation resulting from union membership on the Wage Survey Board are also significant. It should help membership recruiting if the union can show that it caused pay increases through the Wage Survey Board as well as increases of environmental differential pay.

It seems inevitable that the union will make further inroads into bilateral decision making. It is sure to gain

additional consultation rights as the scope of bargaining increases and additional personnel policies and practices are formulated or changed.

Union negotiating strategy seems calculated to achieve this objective. The union already has a substantive document but can expand bilateral decision authority by negotiating more regulations or provisions of regulations into the contract. Once the provision becomes part of the contract, it becomes subject to bilateral interpretation, it takes precedence over changes in the regulation, and it enables the union to force management to comply with its own regulation.

WRAMA may want to consider this outcome before it negotiates more regulations into the contract. Assuming management has always been careful in the writing of directives, it should be even more meticulous in such composition in the future. Contracts are interpreted bilaterally and sometimes by third parties. Thus, poor wording of a regulation which is inserted into a contract will result in a poorly worded contract. Ultimately, this may result in a "poor decision" by an arbitrator who must rule on the facts and the wording of the agreement.

Management's desire to make all complaints subject to the negotiated grievance and arbitration procedure is consistent with including more regulations in the contract; that is, disputes over interpretation and application of the contract must be processed through the negotiated procedure. However,

the union will gain more from this policy than management. Management assumes that the number of valid grievances will decrease if grievances cannot be processed through the agency procedure. This decline may not occur. Even if it does, management must decide if it is worth the cost of a further erosion of unilateral decision authority.

The Most Significant Management Practice

The negotiated grievance and arbitration procedure is probably the most significant of all the management practices, especially in the union's view. The union believes that a neutral third party is absolutely essential to objective and fair treatment.

Thus far, arbitration has proven a successful means for the union to obtain redress at WRAMA. Since the scope of bargaining increases as bilateral authority increases and vice versa, it seems likely that the union will attempt to make wages, hours, and working conditions fully arbitrable.

Presently, union authority in these areas is relatively limited. Congress sets pay rates and the Executive Orders and regulations protect management rights concerning hours and working conditions. Undoubtedly, legislative change is required; however, conditions may be favorable for such change. Since the strike is illegal, federal sector unions lack the economic power of those in the private sector. This imbalance is leading to clamoring in the public sector for the right to strike. Illegal strikes have already occurred. Thus, Congress

may view full arbitration as a more desirable alternative. Unions already have a voice in local pay rates through the Wage Board and the setting of environmental differential pay. Arbitration to resolve disputes over pay is only a step or two away. Arbitration may prove to be superior to the strike because most strikes are outdated and socially dysfunctional. They often cause wide-spread inconvenience to the public and the economic gain is not sufficient to offset the economic loss. The inconvenience of public strikes is even more pronounced.

If arbitration in the public sector is extended to include the full range of issues involving wages, hours, and working conditions, it can change the entire labor movement. If it is successful in the public sector, it will probably be adopted in the private sector. If so, the strike will become a rare event. This assumes that successful arbitration, maturity in federal labor relations, and public pressure will lead to a decline in the growing number of strikes in the public sector.

Fair Treatment and Protection of Employees

A large number of the 101 practices involves the fair and equitable treatment of employees. This reflects the union's preoccupation with the subject. An obvious outcome of these practices is that the manager is forced to consider union and employee reactions before acting if he is going to manage effectively. Otherwise, he may unwittingly commit some

infraction of the contract rules. Union officials do not necessarily want to spend their time policing the contract. But with contract enforcement as the power, the union can intervene in favor of employees. The grapevine reports from two-hundred stewards and other management consultations and advisements provide the union with information about managers and management activities. This information system enables the union to keep abreast of management decisions and insure that management adheres to its own regulations and the contract.

Certainly, the union has shown a willingness to oppose poor management in an attempt to bring about a change. It has represented employees in hundreds of disputes over the years. Most of these were resolved informally at the first supervisory level. In the disputes involving formal charges, however, the union can claim partial or complete success in eight of twelve unfair labor practice decisions and seven of eight grievance decisions. Of the decisions rendered beyond base level, the union can claim partial or complete success in two of five unfair labor practice decisions and four of four grievance decisions. Employees are less successful in processing complaints through the agency procedure. Favorable decisions for employees range from 18 percent to 32 percent from 1969-1974, with 32 percent in 1970 as the best year for employee success.

Management Strategy and the Outcome

In the past decade management has been reactive to union proposals and counterproposals. The union had seized the initiative through negotiations and had kept management off balance with numerous charges of unfair labor practices and contract violations.

Management learned from this experience and developed a negotiating strategy based on initiative. Not that management has been a soft touch, but its new strategy is to be firm and "reluctantly cooperative" while seizing and maintaining the initiative. In management's view this means initiating contract negotiations and the earliest date possible, submitting proposals, and offering counterproposals to anything the union might suggest. Management plans to give nothing, give a little to get something in return, present a final alternative before mediation, and accept a mediation compromise or an impasse in the event of a dispute. Management plans to keep the union off balance by forcing it to react to occasional formal charges of an unfair labor practice or contract violation.

Management strategy also involves using the union to obtain management objectives such as improving production, decreasing turnover of personnel, minimizing cost, and raising funds for charities. Management has laid the foundation for greater union involvement by stipulating numerous responsibilities in the contract and by obtaining union participation in

blood drives and fund raising. The requirement for management to consult on many issues is likely to continue. Thus, management should take a positive approach and use union participation constructively. For example, management should assign responsibility to the union for identifying drug and alcohol abusers with management deciding the individual's fate. In almost all cases the individual can remain employed, pending the outcome of his attendance at a rehabilitation center or response to local medical treatment, as appropriate.

Reserve parking is another area where the union can be used effectively. Management can assign reserve parking spaces to the WRAMA Commander, the Base Commander, the Directors, and Deputy Directors. The union can assign all other spaces and resolve all complaints concerning parking.

While management strategy appears to be a practical method to regain some unilateral authority and use union participation constructively, management must be careful that its strategy is not interpreted as a "hard line" approach to labor-management relations. Otherwise, hostility between labor and management is certain to result in a disadvantage to management. The union can use its participative powers in such a way as to decrease production, increase formal complaints, and increase operating costs.

Management Improvement

Another significant conclusion is that management practices have improved as a result of labor-management relations. An examination of the labor-management relationship indicates that union complaints are confined to relatively minor problems. This suggests that management deals effectively with major issues. Analysis of management and worker perceptions tends to confirm this conclusion. Opposition to the twenty-one management practices is insignificant. Moreover, a substantial majority of the managers and workers believe management practices have improved. A majority also credit this improvement to labor-management relations.

Although serious management problems are nonexistent, there is room for improvement. It is not a vote of confidence for a majority of managers and workers to say that the union is responsible for management improvement. This infers that if the union was nonexistent, management practices would not have improved. This inference is reflected in the disparity of the responses to several of the management practices.

Several factors are related to the manager and worker responses. The overall attitude of management, especially top management, is described as "reluctantly cooperative;" that is, managers consult only to the extent necessary to conform to Executive Order or regulation. This, in turn, reinforces the attitudes of those production-oriented managers who regard the union as being engaged in trivial pursuits and unqualified to

participate in the decision process. Furthermore, apathetic managers remain ignorant of contract requirements, with little incentive to learn. As a consequence, contract violations and unfair labor practices occur.

All of this suggests that managers be given instruction in leadership and participative management theory. This training will enable them to compare the results of production-centered leadership with other leadership styles. Perhaps they will modify their own leadership styles. Although participative management theory is easier to understand than to apply, the promise of increased output, higher quality, less turnover, less absenteeism, greater acceptance of change, and fewer grievances should give more of the WRAMA managers the incentive to attempt the practice.

In order to show good faith, management should consider disciplining a manager who is guilty of a contract violation or an unfair labor practice. This will discourage apathy and encourage compliance with the contract and the Executive Order.

Employee responses to several practices indicate that management needs to improve its image. The author suggests that management develop a program to inform WRAMA personnel of employee benefits that exist because of specific management practices. Employees should be made aware of the willingness of managers to discuss employee problems. Management's concern for the welfare of the employee should receive special

emphasis. Management should reaffirm its practice of reducing the grade of a position only when it is warranted. It should publicize the practice of providing labor-relations training to union stewards. Management should examine the list of 101 practices and any others that specifically relate to employee benefits. It should give wide-spread publicity to the fact that managers implement and adhere to these practices.

Based upon the responses of managers and workers, some doubt exists that all managers adhere to certain practices. Management should examine all of its practices and insure managerial compliance, especially with those practices which are important to labor-management relations. Management should make employees aware of its efforts to insure that managers comply with these particular practices. This should further improve the image of management. Those in the survey which management should review are:

1. When a RIF occurs, select employees for release in the fairest way possible and in accordance with directives from higher authority
2. Assign tasks to employees which are commensurate with their skills
3. Consider employee needs when assigning overtime to qualified employees and assign overtime equitably
4. Upon request, advise employees if they were considered for promotion, and, if so, their rank order on the register

5. Advise employees in writing at least two weeks in advance of changes in hours of work and tours of duty

6. Provide employees special tools and clothing if such items are required on the job

7. Do not require a doctor's statement as proof of illness unless it is required in accordance with the contract

The Cost Paradox of Labor- Management Relations

Paradoxically, one of the problems stemming from effective labor-management relations in the high costs associated with the program. Yet poor labor-management relations also lead to high costs.

It is apparent that the union can obtain benefits for employees, but benefits cost money. With the economy in a recession, inflation a serious problem, and DOD reductions and austere funding a reality, any new program requiring the outlay of funds is likely to be rejected. This may affect future personnel programs and policies as well as contract negotiations. It will also affect the ability to provide leadership and participative management training for WRAMA managers. So, unless training can be accomplished with available funds, it may be postponed indefinitely. If these results occur, labor-management relations may deteriorate.

With severe funding problems over the horizon, it is likely that the labor-management program will be reduced drastically. The labor-relations staff will probably be among

the first casualties along with education and training programs. Line managers can help offset these losses by becoming more knowledgeable in labor relations and especially in the existing contract. Self-study during off duty time may be the only means available to acquire this knowledge. Perhaps a small group of labor experts at AFLC can provide needed advice to staff and line managers and assist WRAMA and other AFLC bases in contract negotiations in the same way.

Management is concerned over the number of hours devoted to employee representation. It regards these hours as lost to mission essential tasks. When assigned cost factors, the implied cost for labor-management relations is \$380,000 annually. Including fund outlays, the total cost is \$580,000 annually.

As personnel reductions occur base wide, the workload will decline, but not in proportion to the loss in manpower. Fewer workers will be expected to produce more. Workers will be less able to offset the nonproductive time of stewards who are involved in tasks which are not mission essential. Thus, management may attempt to decrease the number of stewards at a greater rate than the decrease in the number of workers.

Ironically, if these factors result in poor labor-management relations the most likely outcome will be decreased production, increased turnover and absenteeism, and increased operating costs, the problems management wishes to avoid.

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APPENDIX 1

SURVEY OF MANAGEMENT PRACTICES

SURVEY OF MANAGEMENT PRACTICES

(1-3)

The purpose of this survey is to learn what management practices have been adopted because of union activities. Individual questionnaires will be kept confidential. Completion of the questionnaire is voluntary. You do not have to respond to any item or element if you do not wish to do so. You do not have to give your name. Your questionnaire will not be released to anyone under any circumstances. Only the summarized data will be published. Information about age and sex will be used only to determine if individual groups believe management practices provide equal opportunities.

I. Please complete the following:

- a. Grade _____ (4-6) b. Year first employed at Warner Robins _____ (7-8) c. Age _____ (9-10)
- d. Sex _____ (11) e. Place of birth (city and state) _____ (12-14)
- f. I am a supervisor or manager: Yes _____ No _____ (15) Approximate city population _____

II. There are no right or wrong answers. Only what you think or believe to be true is important. Indicate whether the statements listed below describe current management practices at Warner Robins AFB. Then indicate if your answers are true because of union activities; i.e., because employees are union members, have the right to join unions, or because of management-union relations.

For example, if you believe management promotes the best qualified employees, check "Yes" in Column 1. If you believe management follows this procedure to avoid conflict with the union, check "Yes" in Column 2. But if you believe management does not promote the best qualified, check "No" in Column 1. If you believe the union had nothing to do with this result, check "No" in Column 2. Of course, other combinations of answers are possible. Just give the answers you believe describe the situation best.

COLUMN 1		COLUMN 2	
A Management Practice		Result of Union	
Yes <u>X</u>	No _____	Yes <u>X</u>	No _____
Yes _____	No <u>X</u>	Yes _____	No <u>X</u>

Generally . . .	COLUMN 1 A Management Practice	COLUMN 2 Result of Union
1. Management considers employee or union reactions when acting on working conditions or personnel policies or practices	Yes ___ No ___ (16)	No ___ Yes ___ (17)
2. Management is reluctant to fire an employee	No ___ Yes ___ (18)	Yes ___ No ___ (19)
3. Management is reluctant to lay off an employee	Yes ___ No ___ (20)	Yes ___ No ___ (21)
4. Management talks willingly with employees or their representatives about working conditions or personnel policies or practices.	No ___ Yes ___ (22)	No ___ Yes ___ (23)
5. Management talks willingly with employees or their representatives about grievances.	No ___ Yes ___ (24)	Yes ___ No ___ (25)
6. Management converts positions from civilian to military to avoid dealing with unions.	Yes ___ No ___ (26)	No ___ Yes ___ (27)
7. Downgrading reclassification of job level, change of job description, or reorganization is discussed with the union prior to the effective date of change.	No ___ Yes ___ (28)	No ___ Yes ___ (29)
8. Management considers employee needs and desires when acting on working conditions or personnel policies or practices.	Yes ___ No ___ (30)	No ___ Yes ___ (31)
9. When a RIF occurs, management selects employees for release in the fairest way possible.	No ___ Yes ___ (32)	Yes ___ No ___ (33)
10. Management downgrades only those positions which should be at a lower skill level.	Yes ___ No ___ (34)	No ___ Yes ___ (35)
11. Management takes employees' needs and desires into account when granting leave.	No ___ Yes ___ (36)	No ___ Yes ___ (37)
12. Employees are detailed to menial tasks such as clean-up details.	Yes ___ No ___ (38)	Yes ___ No ___ (39)

13. When negotiating an agreement with the union, management makes several proposals and counter proposals on each article before stating its real position.

14. Employees are provided special tools and clothing if such items are required on the job.

15. Management considers employee desires when assigning overtime to qualified employees and attempts to assign overtime equitability.

16. Upon request, employees are advised if they were considered for promotion and, if so, their rank order on the register.

17. An employee is not required to furnish a doctor's statement as proof of illness unless the employee is suspected of abusing the privilege.

18. Management advises employees in writing at least two weeks in advance of changes in hours of work and tours of duty.

19. When negotiating, management doesn't give up anything to employees if it can be avoided.

20. Managers and supervisors are trained in labor-management relations.

21. Management sponsors training in labor-management relations for union stewards.

22. Generally, management practices have improved since a Presidential Executive Order in 1962 authorized employees to join unions.

COLUMN 1
A Management Practice

No ____ Yes ____
(40)

Yes ____ No ____
(42)

Yes ____ No ____
(44)

No ____ Yes ____
(46)

Yes ____ No ____
(48)

No ____ Yes ____
(50)

Yes ____ No ____
(52)

Yes ____ No ____
(54)

No ____ Yes ____
(56)

Improved

Yes ____ No ____
(58)

COLUMN 2
Result of Union

Yes ____ No ____
(41)

No ____ Yes ____
(43)

No ____ Yes ____
(45)

Yes ____ No ____
(47)

Yes ____ No ____
(49)

No ____ Yes ____
(51)

Yes ____ No ____
(53)

Yes ____ No ____
(55)

No ____ Yes ____
(57)

Result of Union

Yes ____ No ____
(59)

23. Each number corresponds to a management practice listed in this questionnaire. If you are opposed to any of the management practices, place a 1 by the practice you oppose most. Place a 2 by the next practice which you oppose most, etc., until you have listed all of those to which you are opposed. Do not indicate opposition unless you have already indicated that it is a management practice.

FOR EXAMPLE: If you dislike management practice 11 the most, place a "1" in item 11. If the next practice you dislike is management practice 5, place a "2" in item 5. If you like all the other management practices, do not list another practice. You have finished the questionnaire.

- | | | | | | | | | | | | | | | | | | | | | | |
|-----|-------------|-----|-------------|-----|-------------|-----|-------------|-----|-------------|-----|-------------|-----|-------------|-----|-------------|-----|-------------|-----|-------------|-----|-------------|
| 1. | <u> </u> | 2. | <u> </u> | 3. | <u> </u> | 4. | <u> </u> | 5. | <u> </u> | 6. | <u> </u> | 7. | <u> </u> | 8. | <u> </u> | 9. | <u> </u> | 10. | <u> </u> | 11. | <u> </u> |
| | A | | B | | C | | D | | E | | F | | G | | H | | I | | J | | K |
| 12. | <u> </u> | 13. | <u> </u> | 14. | <u> </u> | 15. | <u> </u> | 16. | <u> </u> | 17. | <u> </u> | 18. | <u> </u> | 19. | <u> </u> | 20. | <u> </u> | 21. | <u> </u> | | |
| | L | | M | | N | | O | | P | | Q | | R | | S | | T | | U | | |

APPENDIX 2

CHI SQUARE PROGRAM AND EXPECTED FREQUENCIES

CHI SQUARE

```

10C      MERRELL CHISQ PROGRAM FOR 2 X 2 CONTINGENCY TABLES
20C      LAST UPDATE 10 DEC 74
22      ASCII ANS
25      10 PRINT: " "
30      PRINT: "ENTER OBSERVED FREQUENCIES A,B,C,D"
40      READ:A,B,C,D
50      T=A+B+C+D
60      TNUM=T* (A*D-B*C-T/2.)*(A*D-B*C-T/2.)
70      TDEN=(A+B)*(C+D)*(A+C)*(B+D)
80      CHISQ=TNUM/TDEN
90      PRINT 900,CHISQ
100     900 FORMAT (/1H, "CHISQ=",1X,F10.2)
110     PRINT: "ANOTHER CALCULATION (Y OR N)?"
120     READ:ANS
130     IF(ANS.EQ."Y")GO TO 10
140     STOP
150     END

```

NOTE: The title, "Merrell Chi Square Program" is merely an identifier to access the computer. The chi square formula is recorded on the computer tape file under this title.

EXPECTED FREQUENCY

```
010C    MERRELL EXPECTED FREQUENCY PROGRAM
*20C    LAST UPDATE 11 DEC 74
*30     10 PRINT:  ENTER OBSERVED FREQUENCIES.  "A, B, C, D."
*40     READ:  A, B, C, D
*50     IF (A. EQ.0.. AND B. EQ. 0) GO TO 20
*60     T = A + B + C + D
*70     EA = (A + B) * (A + C) /T
*80     EB + (A + B) * (B + D) /T
*90     EC + (C + D) * (A + C) /T
*100    ED + (C + D) * (B + D) /T
*110    PRINT 900, EA, EB, EC, ED
*120    FORMAT (1H, "EXPECTED FREQUENCIES A, B, C, D:" (4F10.0)
*130    GO TO 10
*140    20 STOP
*150    END
*SAVE    EFREQ
DATA SAVED-EFREQ
*EDIT
-PS: /TT/
```

APPENDIX 3

STATISTICAL DATA PERTAINING TO MANAGER AND WORKER RESPONSES

TABLE 1

MANAGEMENT RESPONSES

Management Practice	Management Practice Exists				Result of Union			
	Number		Percent		Number		Percent	
	YES	NO	YES	NO	YES	NO	YES	NO
1	40	1	98	2	40	0	98	0
					0	1	0	2
2	31	10	76	24	13	18	32	44
					3	7	7	17
3	27	14	66	34	10	17	24	42
					4	10	10	24
4	39	2	95	5	19	20	46	49
					0	2	0	5
5	40	1	98	2	16	24	39	58
					0	1	0	2
6	2	39	5	95	1	1	2	2
					5	34	12	83
7	31	10	76	24	30	1	73	2
					1	9	2	22
8	38	3	93	7	12	26	29	63
					0	3	0	7
9	34	7	83	17	12	22	29	54
					1	6	2	15
10	30	11	73	27	6	24	15	58
					3	8	7	20
11	39	2	95	5	11	28	27	68
					1	1	2	2
12	15	26	37	63	8	7	20	17
					7	19	17	46
13	27	14	66	34	23	4	56	10
					5	9	12	22

TABLE 1 (Continued)

Management Practice	Management Practice Exists				Result of Union			
	Number		Percent		Number		Percent	
	YES	NO	YES	NO	YES	NO	YES	NO
14	39		95		14	25	34	61
		2		5	0	0	0	5
15	38		93		15	23	36	66
		3		7	2	1	5	2
16	38		93		16	22	39	54
		3		7	1	2	2	5
17	33		80		12	21	29	51
		8		20	4	4	10	10
18	37		90		27	10	65	24
		4		10	4	0	10	0
19	12		29		12	0	29	0
		29		71	3	26	7	63
20	36		88		22	14	54	34
		5		12	2	3	5	7
21	31		76		26	5	63	12
		10		24	3	7	7	17

SOURCE: Survey of Management Practices, Robins AFB GA, September 23-28, 1974

TABLE 2

WORKER RESPONSES

Management Practice	Management Practice Exists				Result of Union			
	Number		Percent		Number		Percent	
	YES	NO	YES	NO	YES	NO	YES	NO
1	25C		74		209	49	60	14
		89		26	31	58	9	17
2	297		86		190	107	55	31
		50		14	12	38	4	11
3	239		69		148	91	43	26
		108		31	21	87	6	25
4	224		64		139	85	40	24
		123		35	39	84	11	24
5	236		68		174	62	50	18
		111		32	51	60	15	17
6	76		22		49	27	14	8
		271		78	31	240	9	69
7	201		8		172	29	50	8
		146		42	27	119	8	34
8	184		53		92	92	26	26
		163		47	45	118	13	34
9	227		65		133	94	38	27
		120		35	35	85	10	25
10	166		48		83	83	24	24
		181		52	49	132	14	38
11	287		83		130	157	38	45
		60		17	12	48	4	14
12	239		69		80	159	23	46
		108		31	30	78	9	22

TABLE 2 (Continued)

Management Practice	Management Practice Exists				Result of Union			
	Number		Percent		Number		Percent	
	YES	NO	YES	NO	YES	NO	YES	NO
13	275		79		225	50	65	14
		72		21	22	50	6	14
14	293		84		150	143	43	41
		54		16	16	38	5	11
15	217		62		117	100	34	29
		130		38	36	94	10	27
16	244		70		152	92	44	26
		103		30	25	78	7	22
17	261		75		139	122	40	35
		86		25	26	60	8	17
18	263		76		201	62	58	18
		84		24	27	57	8	16
19	219		63		125	94	36	27
		128		37	43	85	12	24
20	250		72		192	58	55	17
		97		28	14	83	4	24
21	198		57		184	14	53	4
		149		43	30	119	9	34

SOURCE: Survey of Management Practices, Robins AFB GA, 23-28 September 1974

TABLE 3

IMPROVEMENT OF MANAGEMENT PRACTICES

<u>Group</u>	<u>Management Practices Have Improved</u>				<u>Result of Union</u>			
	<u>Number</u>		<u>Number</u>		<u>Number</u>		<u>Number</u>	
	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
Managers	25	16	61	39	21	4	51	10
					9	7	22	17
Workers	277	70	80	20	242	35	70	10
					16	54	5	16

SOURCE: Survey of Management Practices, Robins AFB GA, September 23-28, 1974

TABLE 4
10C MERRELL CHI SQUARE PROGRAM
HEADQUARTERS AIR UNIVERSITY
USAF

Management Practice	Does MP Exist? Observed Frequencies				Chi Squa	Is MP Result of Union? Observed Frequencies				Chi Squa
	A	B	C	D		A	B	C	D	
1	40	1	258	89	9.82	40	0	209	49	7.76
2	31	10	297	50	3.61	13	18	190	107	6.75
3	27	14	239	108	0.33	10	17	148	91	7.31
4	39	2	224	123	14.32	19	20	139	85	3.05
5	40	1	236	111	14.19	16	24	174	62	19.75
6	2	39	76	271	7.72	1	1	49	27	1.36
7	31	10	201	146	4.06	30	1	172	29	2.08
8	38	23	184	163	21.97	12	26	92	92	5.06
9	34	7	227	120	4.34	12	22	133	94	7.48
10	30	11	166	181	8.43	6	24	83	83	10.47
11	39	2	287	60	3.33	11	28	130	157	4.81
12	15	26	239	108	18.37	8	7	80	159	1.66
13	27	14	275	72	4.63	23	4	225	50	0.03
14	39	2	293	54	2.58	14	25	150	143	3.86
15	38	3	217	130	13.48	15	23	117	100	3.31
16	38	3	244	103	8.15	16	22	152	92	6.04
17	33	8	261	86	0.31	12	21	139	122	4.06
18	37	4	263	84	3.58	27	10	201	62	0.44
19	12	29	219	128	18.87	12	0	125	94	124.77
20	36	5	250	97	3.92	22	14	192	58	4.99
21	31	10	198	149	4.48	26	5	184	14	4.20
	(Have MPs Improved?)					(Result of Union?)				
22	25	16	277	70	8.69	21	4	242	35	0.63

TABLE 5

O1OC MERRELL EXPECTED FREQUENCY PROGRAM
HEADQUARTERS AIR UNIVERSITY
USAF

Management Practice	Does MP Exist? Expected Frequencies				Is MP Result of Union? Expected Frequencies			
	A	B	C	D	A	B	C	D
1	31.5	9.5	266.5	80.5	33.4	6.6	215.6	42.4
2	34.7	6.3	293.3	53.7	19.2	11.8	183.8	113.2
3	28.1	12.9	237.1	109.1	16.0	11.0	142.0	97.0
4	27.8	13.2	235.2	111.8	23.4	15.6	134.6	89.4
5	29.2	11.8	246.8	100.2	27.5	12.5	162.5	73.5
6	8.2	32.8	69.8	277.2	1.3	0.7	48.7	27.3
7	11.4	29.6	48.6	126.4	27.0	4.0	175.0	26.0
8	23.5	17.5	198.5	148.5	17.8	20.2	86.2	97.8
9	27.6	13.4	233.4	113.6	18.9	15.1	126.1	100.9
10	20.7	20.3	175.3	171.7	13.6	16.4	75.4	90.6
11	34.4	6.6	291.6	55.4	16.9	22.1	124.1	162.9
12	26.8	14.2	227.2	119.8	5.2	9.8	82.8	156.2
13	31.9	9.1	270.1	76.9	22.2	4.8	225.8	49.2
14	35.1	5.9	296.9	50.1	19.3	19.7	144.7	148.3
15	26.9	14.1	228.1	118.9	19.8	18.4	112.4	104.6
16	29.8	11.2	252.2	94.8	22.2	15.4	145.4	98.6
17	31.1	9.9	262.9	84.1	16.9	16.1	134.1	126.9
18	31.7	9.3	268.3	78.7	28.1	8.9	199.9	63.1
19	24.4	16.6	206.6	140.4	7.1	4.9	129.9	89.1
20	30.2	10.8	255.8	91.2	26.9	9.1	187.1	62.9
21	24.2	16.8	204.8	142.2	28.4	2.6	181.6	16.4
	(Have MPs Improved?)				(Result of Union?)			
22	31.9	9.1	270.1	76.9	21.8	3.2	241.2	35.8

TABLE 6

MANAGEMENT PRACTICE OPPOSITION NUMBER OF WORKERS
OPPOSING A PRACTICE, BY ORDER OF OPPOSITION

Management Practice	Order of Opposition									
	1	2	3	4	5	6	7	8	9	10
	Number of Workers Opposing Practice									
(1)	6 ^a		1	1						
(2)	17	8	1	1						
(3)	4	4	3							
(4)	1	3	1					1		
(5)		7	1	1						
(6)	2	2	2	2		1	1			
(7)	4							1		
(8)	3	1	2			1				
(9)			1							
(10)	2	1	1	2	1		1			
(11)	4	1		1						
(12)	12	10	10	1	2					1
(13)		2	2		1					
(15)				1	1				1	
(16)	1	4	1		1	1				
(17)	1			1						
(18)					1	1				
(19)	8	7	1	2	1	1				
(20)	1							1		
(21)	1									

SOURCE: Survey of Management Practices, Robins AFB GA, 23-28 September 1974

^aSix workers listed Management Practice 1 as the practice they oppose most.

TABLE 7

MANAGEMENT PRACTICE OPPOSITION, TOTAL OPPOSITION
POINTS OF WORKERS, BY ORDER OF OPPOSITION

Management Practice	Order of Opposition									
	1	2	3	4	5	6	7	8	9	10
	Total Opposition Points									
(1)	126 ^a		19	18						
(2)	357	160	19	18						
(3)	84	80	57							
(4)	21	60 ^b	19					14		
(5)		140	19	18						
(6)	42	40	38	36		16	15			
(7)	84							14		
(8)	63	20	38			16				
(9)			19							
(10)	42	20	19	36	17		15			
(11)	84	20		18						
(12)	252	200	200	18	34					12
(13)		40	38		17					
(15)				18	17				13	
(16)	21	80	19		17	16				
(17)	21			18						
(18)					17	16				
(19)	168	140	19	36	17	16				
(20)	21							14		
(21)	21									

SOURCE: Survey of Management Practices, Robins AFB GA, 23-28 September 1974

^aThe 126 points are obtained by multiplying 6 (the number from row 1, column 1 of Table 6) times 21 (the number of points given for the most opposed management practice).

^bThe 60 points in row 4, column 2, are obtained by multiplying 3 (the number from row 4, column 2, of Table 6) times 20 (the number of points given for the next most opposed practice).

TABLE 8

MANAGEMENT PRACTICE OPPOSITION, NUMBER OF MANAGERS
OPPOSING A PRACTICE, BY ORDER OF OPPOSITION

Management Practice	Order of Opposition			
	1	2	3	4
(2)	8 ^a	2		
(3)	1	6		
(4)	1			
(6)	1			
(7)			1	
(10)		1		
(11)	1			
(12)		1		
(13)		1		
(16)		1		
(17)		1		
(21)			1	1

SOURCE: Survey of Management Practices, Robins AFB GA, 23-28 September 1974

^aEight managers listed Management Practice 2 as the practice they oppose most.

TABLE 9

MANAGEMENT PRACTICE OPPOSITION, TOTAL OPPOSITION POINTS OF
MANAGERS, BY ORDER OF OPPOSITION

Management Practice	Order of Opposition			
	1	2	3	4
	Total Opposition Points			
(2)	168 ^a	40		
(3)	21	120		
(4)	21			
(6)	21			
(7)			19 ^b	
(10)		20		
(11)	21			
(12)		20		
(13)		20		
(16)		20		
(17)		20		
(21)			19	18

SOURCE: Survey of Management Practices, Robins AFB GA, 23-28 September 1974

^aThe 168 points are obtained by multiplying 8 (the number from row 1, column 1 of Table 8) times 21 (the number of points given for the most opposed management practice).

^bThe 19 points are obtained by multiplying 1 (the number from row 5, column 3 of Table 8) times 19 (the number of points given for the third most opposed management practice).

APPENDIX 4

**SUMMARY OF UNION AND EMPLOYEE RIGHTS
AND OBLIGATIONS ACCRUING FROM THE
BASE-WIDE AGREEMENTS**

TABLE 10

UNION AND EMPLOYEE RIGHTS ACCRUING FROM THE BASE-WIDE AGREEMENTS

Description of Right	First Agreement	Second Agreement	Third Agreement
1. Recognition			
a. Union	Exclusive	--	--
b. Union Stewards	Number not specified	Authorized a reasonable number	Authorized one steward and one alternate steward for each fifty employees
2. Dues Withholding	Voluntary	Cancel only in March or September	The amount of dues withholding could not be changed more than once a year
3. Consultation			
a. Monthly Labor-Management Meetings	Limited labor committee to six members	Increased to eight members	Increased to ten members
b. Wage Survey	Consultation limited	Deleted	Maximum of ten union members could make presentation
c. Hours of Work	Consult two weeks in advance, if change mission related	--	Consult four weeks in advance even if change mission related
d. Environmental Differential Pay	*	*	Consult at union request
e. Suggestions	*	*	Management will not approve or disapprove suggestion without consulting union
f. Implementation of Promotion Evaluation Patterns	*	*	Consult prior to change unless change directed by higher headquarters
g. Base Entrances	*	*	Consult prior to opening or closing. Union could request traffic survey any time

NOTE: "Dashes" mean "no change" and an "asterisk" means "not in the agreement"

Description of Right	First Agreement	Second Agreement	Third Agreement
h. Local Change to Supervisory Appraisal System	*	Consult prior to change	--
4. Committee Membership			
a. EEO Committee	One union member	--	Three union members
b. Civilian Welfare Council	One non-voting union member	--	--
c. Civilian Welfare Council	*	*	One union member for each of five committees
d. Suggestion Committee	Select managerial committee from union nominees	--	Three non-voting union members (in addition to nominations of managers)
e. Charity Fund Council	One union member	--	--
f. Ground Safety	Union member accompany inspector	--	--
g. Wage Survey	At least one qualified union member from among twenty nominees, if possible	Deleted	One union member
h. Data Collectors Committee for Wage Survey	*	*	One-half would be union members (5)
i. Environmental and Differential Pay Committee	*	*	One-half would be union members (3)
j. Health, Safety, and Fire Hazards Coordination Group	One union member	--	--
k. Non-Appropriated Funds Council	*	*	One union member
5. Union Notification			
a. Injury Frequency and Cost Rates	Copy to union	--	--
b. Job Classification for Wage Board Positions	Updated list to union each six months	--	--

Description of Right	First Agreement	Second Agreement	Third Agreement
c. Hours of Work	Two weeks advance notice if change required by mission	--	Notify union of change due to emergency; otherwise, consultation with union required prior to change
d. Overtime Records	Copy to union in case of dispute	--	--
e. Job Descriptions	Copy to union in case of dispute	--	--
f. Reduction-In-Force	Notify union ASAP if affect at least ten employees	--	Notify ASAP
g. Personnel Regulations	*	Copy to union	--
h. List of Employees in Base-Wide Unit	*	Copy to union	--
i. List of Accessions and Separations	*	Copy to union, monthly	--
j. Higher Headquarters Directed Change to Supervisory Appraisal System	*	Notify prior to change	--
k. Suggestions	*	*	Copy to union
l. Promotion Evaluation Patterns	*	*	Copy to union
m. Contracting Out	*	Notify union prior to notifying employees of termination of employment	Notify union prior to contracting out unless immediate action required
n. Grievance Hearing	*	*	Notify union prior to hearing
o. Annual Classification Survey Critique	Union observer present	--	--
6. Use of Official Time			
a. Stewards			
(1) Meeting with Management, Preparing for Management Meeting	Unlimited time	--	--

Description of Right	First Agreement	Second Agreement	Third Agreement
(2) Representation of Employees			
(a) Preparation	Eight hours	--	--
(b) Representation	Unlimited time	--	--
(3) Orientation on Executive Order	Eight hours	--	--
(4) Orientation on Base-Wide Agreement (Includes ten other union members)	*	*	Eight hours
7. Administrative Leave	For union positions or activities	--	If denied, notify union in writing
8. Use of Official Facilities			
a. Bulletin Boards	Post union material	--	Remove after thirty days
b. Distribute Union Newspaper	Distribute paper on base	--	--
c. Reserved Parking Spaces			
(1) Union President	Authorized	--	--
(2) Union Vice-President	*	*	Authorized
(3) Directorate Chief Stewards	Authorized, if justified	--	Authorized
(4) Division Chief Stewards	*	*	Consider
d. Facilities For Union Meetings and Elections	*	During non-duty hours	--
e. Employee Publish Union Items in Base Newspaper	*	*	Items about AFGE health plan
f. Office Space	*	*	If available, furnish for stewards
g. Lockers	*	*	Provide for branch and directorate chief stewards

Description of Right	First Agreement	Second Agreement	Third Agreement
9. Employee Services Provided by Employer			
a. Advise Employees of Health Benefit Plans	Advise employees	--	--
b. Safety Instructions	Instruct employees	--	--
c. Advise Employees that Union Member could Represent them in Job Classification Dispute	Advise Employees	--	--
d. Advise Employees of Nature and Procedures of Dues Withholding	*	Advise employees	Union advise employees
e. Advise Employees of Right to Join or Refrain from Joining Union	*	*	Advise employees
10. Training			
a. Training Prior to Assignment to Job or Machines	Train employee	--	--
b. Select for Training by Using Merit Promotion System	Select by Merit	--	--
c. Off-Duty Education or Training	*	*	Attempt to arrange employee work schedule
11. Working Conditions			
a. Hours of Work			
(1) Shift Assignments	*	Assign volunteers by seniority	--
(2) Swap Shifts	Return at end of two-week shift	Return at end of ninety days	Return at end of two-week shift
(3) Assignment of Overtime	Assign volunteers who are (1) performing job (2) best qualified	--	--

Description of Right	First Agreement	Second Agreement	Third Agreement
(4) Notification of Overtime			
(a) General Overtime	As far in advance as possible	--	--
(b) Weekend Overtime	By noon Thursday	--	--
b. Assignment to Details			
(1) Reason for Detail	Explain reason for detail to employee	--	Deleted requirement to explain reason--rotate equitability unless detail resulted in temporary promotion
(2) Type of Detail	*	No demeaning work	Deleted reference to demeaning work--usually work would be related to requirements and qualifications of position
c. Promotions			
(1) Tests	No local tests	--	--
(2) Publish List of Employees Promoted	*	Monthly	--
(3) Temporary Promotion	*	If detailed to job for sixty days or more	--
d. Performance Appraisal			
(1) Ratings	Mark ratings in ink in employee's presence	--	--
(2) Level of Performance	Sixty days written notice prior to withholding pay increase	--	If no written notice sixty days prior to withholding pay increase, reevaluate sixty days after withholding
e. Holiday Work			
(1) Assignment	Select volunteers if possible	--	--

Description of Right	First Agreement	Second Agreement	Third Agreement
(2) Notice	*	Advance notice of one week	--
f. Annual Leave	Determine on seniority	--	Only first two weeks based on seniority
g. Sick Leave Abuse	Supervisors must document that employee has not corrected abuse	--	--
h. Rest Periods	*	*	Authorized; no time limits specified
i. Contracting Out	--	Notify employee prior to his termination	--
j. Additional Entrances	Open during shift change	--	--
k. Retirement Counseling	Employer will counsel one year prior to retirement--employee attendance mandatory	--	Employee attendance voluntary
l. Awards	*	*	Supervisor post names of recipients on bulletin board
m. Admonishment	*	*	Conducted in privacy
n. Time Clocks	*	Employees with twenty-five years service were exempt from clocking in or out	Impasse
12. Grievances			
a. Negotiated Procedure	Grievance to arbitration with union consent	--	--
b. Who Can File Grievance	Employee only	--	Union can file also; right to appeal decision to FLRC
c. Employee Representative in Negotiated Procedure	Employee's choice	--	Union representative only
d. Grievance on Promotion	Process under negotiated or Air Force procedure	--	Process under negotiated procedure only

Description of Right	First Agreement	Second Agreement	Third Agreement
13. Arbitration			
a. Grievance	Advisory arbitration	--	Binding arbitration
b. Interpretation or Application of Agreement	*	Advisory arbitration	Binding arbitration
14. Procedures for Resolving Impasses	Use of fact-finding technique and mediation optional--if use, results reviewed by higher headquarters	--	Fact-finding techniques optional--if use and still unresolved, must use mediation--if still unresolved, can request FSIP action
15. Disciplinary Action	*	Discipline employees who discriminate against union members or who defame union or its officers	--
16. Distribution of Base-Wide Agreement			
a. Union	*	800 copies	3,500 copies
b. Supervisors	*	One copy each	--
c. Employees	*	Supervisors make copy available to each employee	--
17. Duration of Agreement			
a. Modify Agreement	Right to reopen negotiations in one year from date of contract approval	--	--
b. Maximum Life, With Renewal	Two years	--	Four years

NOTE: "Dashes" mean "no change" and an "asterisk" means "not in the agreement"

SOURCE: Base-wide Agreements

TABLE 11

UNION OBLIGATIONS UNDER THE BASE-WIDE AGREEMENTS

First Agreement	Second Agreement	Third Agreement
1. Encourage employees to participate in off duty education and training programs for self-improvement purposes	--	--
2. Improve productivity	--	--
3. Insure mission accomplishment	--	--
4. Promote health and welfare of the employees	--	--
5. Represent all unit employees	--	--
6. Guard against abuse of official time for stewards	--	--
7. Refrain from publishing or posting material which violates a law or is scurrilous, libelous, or unlawful	--	--
8. Support voluntary payroll plan for United States Savings Bonds	--	--
9. Promote and abide by Air Force safety standards	--	--
10. Refrain from releasing unauthorized wage survey information	--	--
11. Share cost of arbitration	--	--
12. Share cost of mediation	--	--
13. *	Union representatives to be temperate and gentlemanly in labor-management relations	--
14. *	Penalize union members for intemperate or defamatory acts against supervisors	--

NOTE: "Dashes" mean "no change" and an "asterisk" means "not in the agreement."

	First Agreement	Second Agreement	Third Agreement
15.	*	Nominate managers with technical qualifications for Suggestion Committee	--
16.	*	*	Stewards advise supervisors before contacting employees
17.	*	*	Advise employees of dues withholding procedures
18.	*	*	Cannot change dues withholding more than once a year
19.	*	*	Recognize authority of supervisors to maintain proper conduct and discipline among employees
20.	*	*	Encourage employees to familiarize themselves with regulations and rules of conduct
21.	*	*	Recognize the desirability of resolving complaints against employees in the interest of justice and equity
22.	*	*	Remove union material from official bulletin boards after it has been posted thirty days

SOURCE: Base-wide Agreements

NOTE: "Dashes" mean "no change" and an "asterisk" means "not in the agreement."

APPENDIX 5

THE RESEARCH MODEL

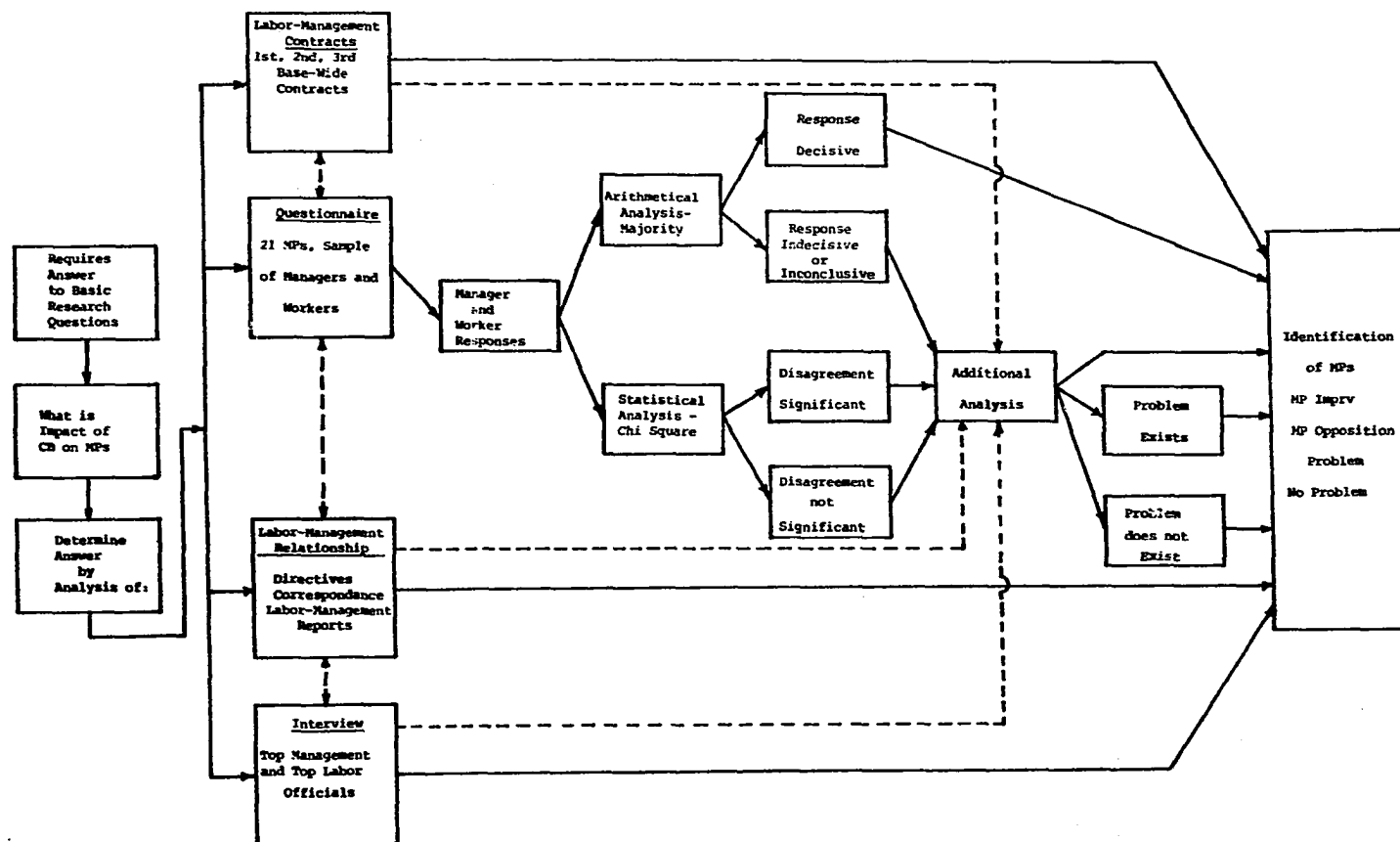


Figure 1. The Research Model to Determine the Impact of Collective Bargaining on Management Practices at the Warner Robins Air Logistics Center