COLLECTIVE BARGAINING BY PUBLIC EMPLOYEE GROUPS

HERBERT W. CORNELL †

More and more public employees have been permitted to organize and bargain collectively. But in this Article, the author, former City Personnel Director of the City of Milwaukee and civil service administrator on local, state and federal levels, argues that ultimately the public worker must look to political pressure and persuasion, not to formal agreements, as the means of securing his economic rights.

Collective bargaining by organized labor is universally accepted in the industrial world, but in the field of public employment its very right to exist has been challenged, and it has been the subject of discordant and contradictory judicial decisions. However, its progress has been marked, and it exists today in some form in more than two hundred separate governmental subdivisions, although in most instances the collective bargaining agreement covers only certain groups or classes of employees, sometimes but a small fraction of the total number employed.

Most often the governmental unit to enter into the agreement has been a city, but such contracts have also been made by states, counties and other political subdivisions. In the great majority of agreements the employees have been represented by various locals of the American Federation of State, County and Municipal Employees, AFL-CIO. This organization has tabulated and classified existing agreements in order of definiteness as follows:

Bilateral Agreements (Contractual)	122
Ordinances	8
Resolutions	23
Rules (Civil Service or Departmental)	20
Statement of Policy by Municipal Authorities	29

THE ESSENTIALS OF COLLECTIVE BARGAINING

Collective bargaining has been judicially defined as involving

"an agreement between an employer and a labor union which regulates the terms and conditions of employment with reference

† Member, Wisconsin Bar. Formerly Secretary of State Civil Service Commission of Colorado, Examiner for the United States Civil Service Commission, City Personnel Director, City of Milwaukee.

> to hours of labor, wages, and deals also with strikes, lockouts, walkouts, arbitration, shop conditions, safety devices, the enforceability and interpretation of such agreement and of numerous other relations existing between employer and employee." [1]

In an article in the Labor Law Journal,[2] Joseph P. Goldberg advanced the proposition that the collective bargaining process was made up of four major structural elements:

(1) The right of workers to organize into unions of their own choosing,

(2) Recognition of the exclusive right of a majority union to represent all the workers in a plant,

(3) Negotiation between union and management on wages, working conditions and grievances, and

(4) Incorporation of the results of such negotiations in a written contract.

Mr. Goldberg concluded that only as to paragraph (1), the right to organize, did federal employees enjoy a position fully comparable to that of their private counterparts. By the prevailing rule of the state jurisdictions it would be equally true to say this of the employees of states, counties and cities as well. Although here and there upheld, the elements described in Mr. Goldberg's second, third and fourth categories are outlawed in many states for state, county and city employees.

The Right To Organize

Even under paragraph (1) there are exceptions. There have been many cases where public employees, or certain classes of public employees such as policemen, firemen and teachers, have been forbidden to organize. Statutes, city ordinances, and in many instances mere departmental rules prohibiting union membership have been upheld. Thus, when the Supreme Court of Alabama had before it a case in which a city council had adopted an ordinance forbidding members of the police and fire departments to belong to any union and requiring a pledge disclaiming membership, the prohibition was held to be within the city's power, although the ordinance itself was defective, in that it denied any right of hearing as was guaranteed by state law.[3]

---

1. Railway Mail Ass'n v. Murphy, 180 Misc. 868, 873, 44 N.Y.S.2d 601, 605 (Sup. Ct. 1943), *rev'd on other grounds,* 326 U.S. 88 (1945).

2. Goldberg, Constructive Employee Relations in Government, 8 Lab. L.J. 551 (1957).

3. Hickman v. City of Mobile, 256 Ala. 141, 53 So. 2d 752 (1951).

Later, the State of Alabama passed a law to the same effect, which was resisted on the ground that the organization was a "discussion group" and therefore not within the scope of the statute, but this claim was rejected by the State supreme court.[4] The constitutionality of the law itself was then attacked in a new action in the federal courts, relief being denied on the ground that the remedy which might be had in the state courts had not been exhausted.[5]

The Supreme Court of Mississippi, in upholding the discharge of a police officer who had refused to resign from a labor union, said,

> "This case does not involve in any way the merits or demerits of labor unions when confined to private employment. In their place, outside of governmental agencies, their merits are fully conceded. It was as to their place when city policemen are involved that the civil service commission was here concerned and it is that only with which the court is concerned." [6]

In this case there was no state statute or city ordinance involved, merely a departmental rule.[7] Similarly the Supreme Court of Oklahoma held that a police officer is not protected by the constitutional guarantees of freedom of speech and of assembly, and may be dismissed for refusing to resign from the Fraternal Order of Police.[8] In a California case it was held that such a rule is not unreasonable or arbitrary.[9] The fact that police were involved may have influenced the court; however, the same principle was followed three years later in California in the case of a plumbing inspector.[10]

The general tendency of the courts to uphold the restriction of personal rights of public employees may be said to stem from the famous and very extensively quoted words of Justice Holmes when he was a member of the Supreme Court of Massachusetts,

> "The petitioner may have a constitutional right to talk politics, but he has no constitutional right to be a policeman. There are few employments for hire in which the servant does not agree to

4. Government & Civic Employees Organizing Comm. v. Windsor, 262 Ala. 285, 78 So. 2d 646 (1955).

5. Government & Civic Employees Organizing Comm. v. Windsor, 353 U.S. 364 (1957), *reversing* 146 F. Supp. 214 (N.D. Ala. 1956).

6. City of Jackson v. McLeod, 199 Miss. 676, 687, 24 So. 2d 319, 321, *cert. denied*, 328 U.S. 863 (1946).

7. *Ibid.;* see also Carter v. Thompson, 164 Va. 312, 180 S.E. 410 (1935); Fraternal Order of Police v. Harris, 306 Mich. 68, 10 N.W.2d 310 (1943).

8. Goodwin v. Oklahoma City, 199 Okla. 26, 182 P.2d 762 (1947).

9. Perez v. Board of Police Comm'rs, 78 Cal. App. 2d 638, 178 P.2d 537 (Dist. Ct. App. 1947).

10. Young v. Board of Bldg. & Safety Comm'rs, 100 Cal. App. 2d 468, 224 P.2d 16 (Dist. Ct. App. 1950). In this case union membership was permitted, but a resolution by an administrative board forbade any employee to be an officer in any union affiliated with a national labor organization.

> suspend his constitutional right of free speech, as well as of idleness, by the implied terms of his contract. The servant cannot complain, as he takes the employment on the terms which are offered him. On the same principle, the city may impose any reasonable condition upon holding offices within its control." [11]

This case has been a tower of strength to civil service reformers and administrators in restricting political activity among public job-holders, but its philosophy has been much challenged, especially in the political science departments of universities. Here, more than in the courts, there is a feeling that public servants should not be expected to surrender rights which are taken for granted in the case of workers in industry. However, it is still good law, and many of the cases which have upheld restrictions on union memberships or activities depend directly or indirectly upon it.

However, the right of organization for proper purposes in the absence of any specific prohibition has generally been upheld, although this does not carry with it the right to bargain collectively.[12]

In eighteen states "right to work" laws have been enacted, with the primary purpose of preventing discrimination because of race, religion, or non-union status.[13] In some instances these laws have been accompanied by companion statutes extending this to the public service, while in other instances the right to work law itself applies to public employees or has been interpreted to do so. In Texas, where previous decisions had upheld ordinances and rules against union membership,[14] a similar ordinance was held invalid as being in conflict with such a statute.[15]

---

11. McAuliffe v. Mayor, 155 Mass. 216, 220, 29 N.E. 517 (1892).

12. Erie County Water Authority v. Kramer, 208 Misc. 292, 143 N.Y.S.2d 379 (Sup. Ct. 1955), *rev'd on other grounds*, 4 App. Div. 2d 545, 167 N.Y.S.2d 557 (1957); Norwalk Teachers Ass'n v. Board of Educ., 138 Conn. 269, 83 A.2d 482 (1951), 31 A.L.R. 1133; Mugford v. Mayor, 185 Md. 266, 44 A.2d 745 (1945), 162 A.L.R. 1101; City of Springfield v. Clouse, 356 Mo. 1239, 206 S.W.2d 539 (1947); Railway Mail Ass'n v. Corsi, 239 N.Y. 315, 56 N.E.2d 721, *aff'd*, 326 U.S. 88 (1945).

13. Florida (1944); Arizona, Arkansas, Georgia, Iowa, Nebraska, North Carolina, North Dakota, South Dakota, Tennessee, Texas and Virginia (1947); Nevada (1952); Alabama (1953); Mississippi and South Carolina (1954); Utah (1955); Indiana (1957).

14. CIO v. Dallas, 198 S.W.2d 143 (Tex. Civ. App. 1946).

15. Beverly v. Dallas, 292 S.W.2d 172 (Tex. Civ. App. 1956). The statute is a companion to the Texas Right To Work Law and appears as art. 5154c of Vernon's Revised Civil Statutes (1925). Section 1 reads as follows: "It is declared to be against the public policy of the State of Texas for any official or group of officials of the State, or of a County, City, Municipality or other political subdivision of the State, to enter into a collective bargaining contract with a labor organization respecting the wages, hours or conditions of employment of public employees, and any such contracts entered into after the effective date of this Act shall be null and void." (Sections 2, 3 and 4 forbid recognition of labor organization as bargaining agent, forbid strikes, and forbid discrimination because of union status. Section 5 defines the term labor organization.)

COMPATIBILITY OF COLLECTIVE BARGAINING WITH PUBLIC ADMINISTRATION

Until very recently the courts everywhere held to a very conservative view on the limitations on municipalities to make collective bargaining contracts with labor organizations. While in some cases it was allowed when the municipality was engaged in a proprietary function, the more modern tendency has been to abandon this distinction on the ground that it had its origin in the limitation of liability in tort actions, and to recognize no distinction between proprietary and governmental functions.[16] A Missouri case involving the interpretation of a constitutional amendment which has been extensively quoted is *City of Springfield v. Clouse*.[17] In 1945 Missouri adopted a new constitution, one section providing "that employees shall have the right to organize and to bargain collectively through representatives of their own choosing." [18] Plaintiff sought a declaratory judgment to determine the legal power of the city to make collective bargaining contracts with labor unions representing city employees concerning wages, hours, collection of union dues and working conditions. The court rejected the claim of the union officers that this authorized collective bargaining with municipalities, and called attention to the fact that this constitutional provision had been proposed by the president of the State federation of labor, who at that time had said:

> "I don't believe there is anyone in the organization that would insist upon having a collective bargaining agreement with a municipality setting forth wages, hours, and working conditions. That would be absolutely impossible insofar as wages and hours are concerned because the Common Council and the Mayor are the last word and you cannot pay a salary or wage to a municipal employee unless it is provided by law." [19]

He then contended that collective bargaining was applicable to other matters, such as classifications, night work, day work, etc., but the court declared that this was confusing collective bargaining with the rights of petition, peaceable assembly and free speech. After upholding the right of employees to organize for proper purposes, the court said:

> "It is a familiar principle of constitutional law that the legislature cannot delegate its legislative powers and any attempted delegation thereof is void. [Citing cases.] If such powers cannot

16. City of Cleveland v. Division 268 Amalgamated Ass'n St. & Elec. Ry. Employees, 30 Ohio Op. 395, 90 N.E.2d 711 (C.P. 1949).

17. 356 Mo. 1239, 206 S.W.2d 539 (1947).

18. Mo. CONST. art. 1, § 29.

19. 356 Mo. at 1247, 206 S.W.2d at 543.

> be delegated they surely cannot be bargained or contracted away; and certainly not by any administrative or executive officers who cannot have any legislative powers. Although executive and administrative officers may be vested with a certain amount of discretion and may be authorized to act or make regulations in accordance with certain fixed standards, nevertheless the matter of making such standards involves the exercise of legislative powers. Thus qualifications, tenure, compensation and working conditions of public officers and employees are wholly matters of lawmaking and cannot be the subject of bargaining or contract. . . . Therefore, this section can only be construed to apply to employees in private industry where actual bargaining may be used from which valid contracts concerning terms and conditions of work may be made. It cannot apply to public employment where it could amount to no more than giving expression to desires for the lawmaker's consideration and guidance. For these fundamental reasons, our conclusion is that Section 29 [of the constitution] cannot reasonably be construed as conferring any collective bargaining rights upon public officers or employees in their relations with state or municipal government." [20]

The court, after setting forth a description of the civil service system, further concludes that any collective bargaining agreements between the city and a labor union would be an infringement on the statutory powers of the city's civil service commission.[21]

Included in this case, and also quoted in several other of these cases, is a letter written by Franklin D. Roosevelt, who certainly was not an enemy of organized labor, to Luther Steward, president of a large union of federal employees, in which President Roosevelt said:

> "All government employees should realize that the process of collective bargaining, as usually understood, cannot be transplanted into the public service. It has its distinct and insurmountable limitations when applied to public personnel management. The very nature and purposes of government make it impossible for administrative officials to represent fully or to bind the employer in mutual discussions with government employee organizations. The employer is the whole people, who speak by means of laws enacted by their representatives in Congress. Accordingly, administrative officials and employees alike are governed and guided, and in many instances restricted, by laws which establish policies, procedures, or rules in personnel matters." [22]

In some states the legislature has specifically authorized collective bargaining contracts between units of government and labor unions, but

20. *Id.* at 1251, 206 S.W.2d at 545.
21. *Id.* at 1252, 206 S.W.2d at 546.
22. *Id.* at 1247, 206 S.W.2d at 542.

the tendency of the courts has been to limit narrowly the field of action which is authorized. Thus, the Supreme Court of Oklahoma determined that employees of the Grand River Dam Authority were employees of the state, and, after quoting the statutory authorization for collective bargaining, stated:

> "The quoted section authorizes the Authority to exercise the power of appointing employees and fixing their compensation. It purports to authorize the Authority to enter into contracts with labor unions, but it gives no power to any labor union or to the employees of the Authority to determine who may work or the compensation that shall be paid. Nor does it purport to sanction the right of such employees to strike for any reason. . . . We are of the opinion and hold that the power given the Authority to enter into contracts with labor unions was discretionary and not mandatory. . . . We hold that in the absence of any contract with the Authority, the Union has no right to call a strike to coerce the Authority into exercising a discretionary power. It is immaterial as to why the Authority refused to enter into the contract." [23]

However, a labor relations law intended to secure rights to employees and to compel collective bargaining by their employers when demanded has been held not to apply to public employees unless distinctly so stated, especially when the state or municipality has a personnel system which secures to public employees the rights and protection reasonably needed by them.[24]

Recognition of Collective Bargaining in New York

The most outstanding example of a change in judicial thinking with no change in constitution or statute is to be found in the State of New York. In 1943 the Supreme Court of Albany County, using language which could scarcely have been made more emphatic, declared in *Railway Mail Ass'n v. Murphy*: [25]

> "To tolerate or recognize any combination of civil service employees of the government as a labor organization or union is not only incompatible with the spirit of democracy, but inconsistent with every principle upon which our government is founded. Nothing is more dangerous to public welfare than to admit that hired servants of the State can dictate to the government the hours, the wages and conditions under which they will carry on

23. International Bhd. of Elec. Workers v. Grand River Dam Authority, 292 P.2d 1018, 1021 (Okla. 1956).

24. Nutter v. City of Santa Monica, 74 Cal. App. 2d 292, 168 P.2d 741 (Dist. Ct. App. 1946).

25. 180 Misc. 868, 44 N.Y.S.2d 601 (Sup. Ct. 1943), *rev'd on other grounds*, 326 U.S. 88 (1945).

essential services vital to the welfare, safety and security of the citizen. . . .

"The reasons are obvious which forbid acceptance of any such doctrine. Government is formed for the benefit of all persons, and the duty of all to support it is equally clear. Nothing is more certain than the indispensable necessity of government, and it is equally true that unless the people surrender some of their natural rights to the government it cannot operate. Much as we all recognize the value and the necessity of collective bargaining in industrial and social life, nonetheless, such bargaining is impossible between the government and its employees, by reason of the very nature of government itself. . . .

"Collective bargaining has no place in government service. The employer is the whole people. It is impossible for administrative officials to bind the government of the United States or the state of New York by any agreement made between them and representatives of any union. Government officials and employees are governed and guided by laws which must be obeyed and which cannot be abrogated or set aside by any agreement of employees and officials." [26]

The decision was reversed by the United States Supreme Court [27] on a point that did not in any way affect the opinion of the court on the subject of collective bargaining, and after the reversal it continued to be quoted.[28] Yet the courts of New York, though having it before them, utterly disregarded it. The right of collective bargaining has not only been recognized in later cases, but seems taken for granted. Thus, in 1956, it was held that a collective bargaining agreement between the New York City Transit Authority and a union which specifically reserved to the employees all their rights under the state civil rights law and under the civil service law was not illegal, the court pointing out the fact that there was no law on the statute books of New York making it illegal per se for a public agency to negotiate a collective bargaining agreement with a union.[29] This case was reversed on other grounds (involving the rights of rival unions) [30] but not with any

26. *Id.* at 875-76, 44 N.Y.S.2d at 607-08.

27. Railway Mail Ass'n v. Corsi, 326 U.S. 88 (1945).

28. City of Los Angeles v. Los Angeles Bldg. & Constr. Trades Council, 94 Cal. App. 2d 36, 210 P.2d 305 (Dist. Ct. App. 1949); Norwalk Teachers Ass'n v. Board of Educ., 138 Conn. 269, 83 A.2d 482 (1951), 31 A.L.R.2d 1133.

29. Civil Serv. Forum v. New York City Transit Authority, 3 Misc. 2d 346, 151 N.Y.S.2d 402 (Sup. Ct. 1956). For an account of the history of unionization among the Transit Authority's employees, and the anomalous position occupied by the Civil Service Forum as an organization and as bargaining agent, see SPERO, GOVERNMENT AS EMPLOYER (1948).

30. Civil Serv. Forum v. New York City Transit Authority, 4 App. Div. 2d 117, 163 N.Y.S.2d 476 (1957), reversed the granting of the Authority's motion for dismissal and granted instead a declaratory judgment in favor of the Authority's position that the collectve bargaining agreement was valid.

effect of modifying the right of collective bargaining. The court agreed with the earlier holding that it was within the power of the Transit Authority to make collective bargaining agreements with labor. The case was appealed to the New York Court of Appeals, and in the briefs submitted the attention of the court was called to the language used in the *Railway Mail* case condemning the right of public employees to bargain collectively. Attention was also called to the fact that there had been no statutory or constitutional amendment which would permit such a change in doctrine, and that at the New York constitutional convention of 1938 a proposed amendment to the State constitution which would have extended the right of collective bargaining to public employees was rejected, and several bills which had been introduced in the New York Legislature to the same effect had failed of enactment. (One did pass both houses of the Legislature but was vetoed by the Governor.) However, on April 3, 1958, the decision was unanimously affirmed.[31] No further opinion was written, but two of the justices in concurring wrote the following memorandum: "I concur for affirmance mainly by reason of the limited nature of this contract combined with the history of unionization in this industry while under private ownership and the presence in the contract of a clause permitting it to be cancelled by the Authority at any time." [32]

It would be difficult to find a more radical change in judicial thinking in the short course of thirteen years. One of the attorneys who worked on the case said that he could not explain the basis for the change in the judicial attitude as enunciated in the *Railway Mail* case. Perhaps the fact that public sympathy strongly favored the motormen and other transit employees, combined with the fact that a decision denying their right of collective bargaining might conceivably have precipitated another strike may have entered into judicial thinking in this case. Human elements of this kind cannot be kept out of discussions of legal principles.

Probably in no other state has so radical a departure from the earlier doctrine been made. Yet the tendency can here and there be seen. However, it is probable that in most other states the earlier doctrines will be followed and it does not seem likely that there will be a general acceptance of collective bargaining without legislative authorization or in some cases constitutional amendment. Probably lobbying rather than litigation will be the field of conflict.

Many organizations of public employees, whether or not they bear the title of unions, have clauses in their constitutions forbidding strikes

31. Civil Serv. Forum v. New York City Transit Authority, 4 N.Y.2d 866, 150 N.E.2d 705 (1958).
32. *Id.* at 868, 150 N.E.2d at 706.

or work stoppages. This undoubtedly has influenced the thinking of the courts in some cases. The real principle involved, however, is independent of this factor and should be considered separately from it.

CHECK-OFF OF UNION DUES

Withholding from wages of union dues, and remittance of the money to the union, is often a feature of collective bargaining contracts, and efforts have been made to carry this into contracts with municipalities. In Baltimore a citizen brought a taxpayer's action to have such an agreement declared void.[33] It was held that if this should be done at the demand of the union it would be illegal, but that there was no objection to the municipality complying with the request of each employee that such deductions be made and the money remitted to the union. The court limited this in the following words:

> "The city has no right under the law to delegate its governing power to any agency. The power of the city is prescribed in its charter, and the City Charter constitutes the measure of power that is possessed by any of its officials. To delegate such power to an independent agency would be a serious violation of the law. To recognize such delegation of power in any city department might lead to the delegation of such power in all departments, and would result in the city government being administered regardless of its charter." [34]

The court also condemned the closed shop and held that a department of the city could not bind the city by contract in regard to hours, wages, working conditions, nor could the city authorities divest themselves of their discretionary powers in regard to labor policies.

A more restrictive view was taken by the Supreme Court of Ohio, significantly, in the face of a city ordinance specifically authorizing check-off of union dues. Upon challenge by the Director of Finance of the City of Dayton, the ordinance was held invalid as being in conflict with a general law of the State which prohibited assignment of wages but made an exception in favor of agreements for dues check-offs.[35] The court held that a municipal corporation is not included in the term "employers" nor civil service appointees in the term "employees" as these terms are used in the law allowing such check-offs. The court further said:

---

33. Mugford v. Mayor, 185 Md. 266, 44 A.2d 745 (1945), 162 A.L.R. 1101.

34. *Id.* at 271, 44 A.2d at 747.

35. Hagerman v. City of Dayton, 147 Ohio St. 313, 71 N.E.2d 246 (1947), 170 A.L.R. 199.

"There is no municipal purpose served by the check-off of wages of civil service employees. Counsel for appellees argue that a check-off is a convenience to both the municipal appointee and the labor union. We must be realistic and take judicial notice of what is generally known, that the check-off is a means of maintaining membership. . . . The check-off is contrary to the spirit and purpose of the civil service laws of the state.

"[L]abor unions have no function which they may discharge in connection with civil service appointees.

". . . .

" . . . There is no authority for the delegation either by the municipality or the civil service appointees of any functions to any organization of any kind." [36]

It will be observed that the Supreme Court of Ohio went far beyond the question which was before it, namely, the legality of dues check-off, and while not denying the right of public employees to unionize, did deny virtually all the advantages and gains of collective bargaining. It is easy to challenge some of the statements of the court as being prejudiced and false, but the fact remains that the case is a valuable one for the point of view which it presents.

This declaration of the illegality of dues check-off, even when authorized by ordinance, has been received with approval, both judicially and by the prevailing thought of political scientists. Yet it is a fact that the arrangement is coming more and more into use, and today exists in a considerable number of cities including even some in Ohio. The idea of union leaders appears to be that if they can make it operate as a practical arrangement they need not worry about unfavorable judicial decisions; future changes in our governmental structure will, they believe, take care of that factor.

THE IMPACT OF "RIGHT TO WORK" LAWS

Since 1944, "right to work" laws have been enacted in eighteen states.[37] Although passed primarily to protect workers in industry regardless of union membership or non-membership, they have been recognized by the courts as affecting the problems of public employment. In some states the "right to work" law would not by its own terms apply to the public service but a companion statute would do so.

Thus, in Texas, a city ordinance prohibiting the formation of unions among city employees was, in 1956, declared to be invalid as

36. *Id.* at 328-29, 71 N.E.2d at 253-54.

37. States are listed at note 13 *supra.*

being in conflict with such a law passed in 1947,[38] although in 1946 a similar prohibitory ordinance had been upheld.[39] In Florida the right of collective bargaining by a union with a city was denied, notwithstanding a provision in the "right to work" statute that it "shall not be construed to deny or abridge the right of employees by or through a labor organization or union to bargain collectively with their employer." [40] The court took the view that the "employer" in this connotation did not include municipal corporations.

It is impossible to tell at this time whether the trend toward the enactment of "right to work" laws will continue, and if so whether they are likely by their own terms to apply to the public service. If there is no such specific designation, it appears probable that the judicial tendency will restrict such coverage, especially when there is a civil service system giving an adequate degree of protection to such employees.[41]

The Strike Problem

Strikes by public employees have been prohibited by law in many states and such laws have been universally upheld, although a very few exceptions to their applicability to specific situations can be found. Thus, the Supreme Court of Arizona held that the employees of an agricultural improvement and power district were not public employees and that strikes would be legal. Such districts had been authorized by state law, with the powers of a municipal corporation, and, by an amendment to the state constitution, were declared to be political subdivisions of the State. They were voluntary organizations, however, since any five landowners could organize such a district, and could store and distribute irrigation water and could sell electricity to the public. It was held that although the powers and functions of a municipal corporation are present, the agricultural improvement and power district is a business enterprise the functions of which are economic rather than governmental. In this case a collective bargaining agreement had been made relating to wages, hours, and working conditions. When this agreement expired the district refused to renew it and the union called a strike to compel such action. Since the court upheld the union's contention, this case has been much relied upon by union attorneys as confirming the right to strike when a constitutionally

38. Beverly v. Dallas, 292 S.W.2d 172 (Tex. Civ. App. 1956). See text of applicable section of the Texas statute at note 15 *supra*.

39. CIO v. Dallas, 198 S.W.2d 143 (Tex. Civ. App. 1946).

40. Miami Water Works Local 654 v. City of Miami, 157 Fla. 445, 26 So. 2d 194 (1946), 165 A.L.R. 967.

41. Nutter v. City of Santa Monica, 74 Cal. App. 2d 292, 168 P.2d 741 (Dist. Ct. App. 1946).

declared "political subdivision of the state" is involved, but the court felt justified in disregarding the label and considering the actual nature of the employer.[42]

Even with the existence of laws outlawing strikes, the tendency of the courts seems to be to regard them as simply announcing the court's authority, not extending it. Thus where the New York Transit Authority sued to restrain a strike by unionized motormen the court granted relief which it based primarily on a statute prohibiting strikes by public employees but also declared the court's power, in the absence of any statute, "to enjoin a strike which would wreck so essential a governmental service as that which is represented by this city's rapid transit facilities." [43] In this case the union laid heavy emphasis on the claim that the city was acting in a proprietary, not governmental, capacity, but the court took the view that this distinction had become outworn, and that modern metropolitan conditions demanded that transportation be classed as a governmental function. Particularly, the court observed, "[T]his is not the nineteenth century and the city of New York is not a horse and buggy town." [44]

Strikes in the public service may have only an incidental connection with the question of collective bargaining, but since many of the court cases dealing with collective bargaining have involved strikes, the decisions regarding collective bargaining reflect such situations. There is no question of the seriousness of the problem, but it should be noted that David Ziskind's book, *One Thousand Strikes of Government Employees,* has had the effect of greatly exaggerating the evil, since most of his so-called strikes were brief interruptions of work among WPA and other relief workers, the commonest cause being nothing more serious than delay in receiving their pay checks. In 1947 the United States Supreme Court assumed that public employees may not strike against the Government, the question being whether the mine workers had become Government employees when the Government took over the coal mines, and whether the anti-injunction provisions of the Norris-La Guardia Act would apply to them.[45]

Two very recent cases in Tennessee are deserving of careful study. Weakley County owns and operates a municipal electric system and

42. Local 266, International Bhd. of Elec. Workers v. Salt River Project Agricultural Improvement & Power Dist., 78 Ariz. 30, 275 P.2d 393 (1954).

43. New York Transit Authority v. Loos, 2 Misc. 2d 733, 154 N.Y.S.2d 209 (Sup. Ct.), *aff'd,* 3 App. Div. 740, 161 N.Y.S.2d 564 (1956).

44. *Id.* at 737, 154 N.Y.S.2d at 214.

45. United States v. United Mine Workers, 330 U.S. 258 (1947). Compare Board of Educ. v. Public School Employees Union, 45 N.W.2d 797 (Minn. 1951), involving the applicability of Minnesota's "Little Norris-La Guardia Act." See also City of Manchester v. Manchester Teachers Guild, 100 N.H. 507, 131 A.2d 59 (1957), holding that a statute authorizing collective bargaining with unions does not make strikes any the less unlawful.

sought an injunction against picketing by a union which had called a strike, not for higher pay, but to compel recognition and the signing of a collective bargaining contract.[46] Picketing had been peaceful, but was held by the nisi prius court to be illegal and the strike to be for an illegal purpose. The court of appeals recognized the distinction between proprietary and governmental functions but held, nevertheless, that the county could not lawfully enter into a collective bargaining agreement with its employees as a labor union and granted injunctive relief.

The other Tennessee case, involving the electrical system of the City of Alcoa was very similar, there being a strike to compel recognition of the union as the bargaining agent of the employees and to compel the execution of a collective bargaining agreement. The court held that this would amount to coercing the delegation of discretion which a public board or body must exercise in the fulfillment of its duties.[47]

The American Bar Association Report

On June 27, 1955, the American Bar Association's Committee on Labor Relations of Government Employees rendered a report which was published in the *1955 Proceedings of the ABA Section of Labor Relations Law.* It quotes no court cases and does not assume to be setting forth any existing judicial doctrines. It does, however, recognize the fact that public authorities have all too often pursued socially indefensible policies and then have looked to the judiciary to solve problems which need never have arisen, and that such situations are not satisfactorily settled by insisting on the old doctrine that collective bargaining either may not exist in the public service or must be held down to the level of petition, or, at most, negotiation regarding minor matters. The Report is lengthy, but the following excerpt will give a sufficient idea of its purport.

> "Government as employer has failed in many instances to practice what it compels industry to do. Legislatures which deny to government agencies the use of some proper form of collective bargaining procedures so familiar in industry (at least in terms of 'collective negotiation'), which attempt to restrict unduly the right of employees to organize and to petition the government for redress of their grievances, need to review the problem more realistically.
>
> "It is a fallacy to assume that the usual so-called 'Merit-system' laws governing the civil services are so comprehensive

46. Weakley County Municipal Elec. Sys. v. Vick, 309 S.W.2d 792 (Tenn. Ct. App. 1957), *cert. denied,* 309 S.W.2d 792 (Tenn. 1958).

47. City of Alcoa v. International Bhd. of Elec. Workers, 308 S.W.2d 476 (Tenn. 1957).

that employees have no proper basis for complaint as to their working conditions, or that their grievances are all superficial. Most of such laws relate primarily, if not exclusively, to the manner of appointment, promotion, discharge and change in status. Occasionally they regulate classification of positions based on duties and responsibilities, as well as establish a basis for salary plans. Laws governing employee relationships are usually less flexible in the public service than is generally the rule in private employment.

"Government which denies to its employees the right to strike against the people, no matter how just might be the grievances, owes to its public servants an obligation to provide working conditions and standards of management-employee relationships which would make unnecessary and unwarranted any need for such employees to resort to stoppage of public business. It is too idealistic to depend solely on a hoped-for beneficent attitude of public administrators. Promises of well-meaning public officials imbued with a sense of high authority who resort to the pretense of alleged limitations on their powers to avoid dealing forthrightly with representatives of their subordinate employees only aggravate grievances. Some practical machinery for handling grievances, fancied or real, needs to be provided to insure to employees that public management is concerned with their just complaints.

"Every public jurisdiction should carefully review its laws pertaining to the conditions of service of public employees to be sure they meet present day concepts of sound employee relationships."

Few if any experienced public personnel administrators will find this American Bar Association Committee Report acceptable in its entirety. Many would probably condemn it as leading to appeasement in an area where strong action, not appeasement, is needed. Certain it is that laws forbidding strikes in the public service should not be repealed or weakened, and judicial precedents which give protection to the public should not be ignored. Strikes in the public service are far more serious and harmful than strikes in industry. Illegal strikes will not be made innocuous by making them legal, any more than people will be made virtuous by repealing the Ten Commandments. Yet there is much of value to the administrator in the Report. There is undoubtedly a field of action in which public officials can solve their labor problems before they lead to deplorable situations and can make many court actions unnecessary.

The Philadelphia Contract

The collective bargaining agreement of February 20, 1958, between the City of Philadelphia and the American Federation of State,

County and Municipal Employees, is pointed to as a model which the unions would like to see in effect in all cities. It is by far the most extensive in its coverage, embracing departments with a total employee enrollment of over 18,000, of whom more than 11,000 are actually union members. It applies to all city employees except firemen, policemen, professional men, executives above the grade of foremen, and teachers. Its terms include union recognition as the sole bargaining agent, access of union officers not only to employee records but also to workshops and other places of employment during working hours, wage rates, overtime rates and determination of what constitutes overtime, holiday pay, vacations, seniority rights, sick leave and other fringe benefits, grievance procedure, and dues check-off. Such extensive applicability would apparently remove much discretion from department heads in directing their subordinates. There is, however, a definite prohibition against strikes and work stoppages.

This contract supersedes a collective bargaining agreement of January 1, 1953. This agreement received the attention of the State supreme court when certain employees sought to establish rights, although they were in a department not covered by its provisions. Their claim was disallowed on the ground that they were not parties to the contract; the court did not go into the validity of the contract itself.[48] Because of its importance and extensive coverage, and because of the evident intention of union leaders to have it used as a model to be followed in other jurisdictions, its text is here set forth in full.

Agreement

This Agreement made and entered into on the 20th day of February 1958, by and between the Personnel Director of the City of Philadelphia, hereinafter referred to as the "Director" and District Council 33 of the American Federation of State, County and Municipal Employees, AFL-CIO, Philadelphia and Vicinity, hereinafter referred to as the "Union".

It is agreed between the parties as follows:

Witnesseth:

WHEREAS, It is the desire of both the parties to this Agreement to avoid industrial disputes, and to bargain collectively with regard to wages, hours and working conditions in the City, and in further consideration of the covenants and agreements made by each of the parties as hereinafter set forth, the parties mutually agree to be legally bound hereby and stipulate as follows: It being specifically understood and agreed that all the provisions herein are subject to Civil Service Commission regulations, the Home Rule Charter and other statutes, and if any provision is held or found to conflict with the law or regulations relating thereto said provision shall not bind either of the parties hereto.

Recognition of the Union

1.(a) The Director agrees to recognize the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in any and all matters relating to wages, hours and working conditions on behalf of all civil service employees

48. O'Donnell v. City of Philadelphia, 385 Pa. 189, 122 A.2d 690 (1956).

of the City of Philadelphia, with the exception of professional employees and supervisors above the level of foreman or its equivalent, and the uniformed and investigatory personnel in the Police Department, Fire Department, Fairmount Park Commission and the District Attorney's Office.

(b) It is understood, further, that the right of an employee or employees to present his, her or their own requests or to adjust his, her or their own grievances, shall not be limited or impaired, and there shall be no discrimination between Union and non-Union employees, nor shall there be more or less favorable treatment given to any employee covered by this contract.

(c) Should questions arise warranting it, the specific definition of "professional employees and supervisors above the level of foreman or its equivalent" as mentioned in paragraph (a) above shall, at the request of either party, be the subject of investigation and discussion by a joint committee to be appointed by the two parties, which will report back to the parties within two months from the date of the request for the appointment of the committee. Since the Union is precluded from representing professional employees and supervisors above the level of foreman or its equivalent for purposes of collective bargaining in any and all matters of wages, hours, and working conditions, it is agreed and understood that professional employees and supervisors above the level of foreman or its equivalent will not be recognized for purposes of collective bargaining in any and all matters of wages, hours, and working conditions, either as a separate group or as members of any organization other than the Union.

(d) The appropriate local Union of District Council 33 shall have persons designated as Delegates in the unit within the jurisdiction of the particular local Union. The Delegates so designated, in addition to the duly authorized officers and business agent of the local Union, will be recognized as the representative of the local Union.

(e) The Director agrees to provide the Union regular access to all public records indicating new appointments of employees within the bargaining unit, as defined under paragraph 1.(a) above.

2. The Director does further agree to recognize any authorized Union official and to permit the said official to visit the plant or workshops of the respective departments of the employer and to investigate working conditions in the said plant at all reasonable hours and also for the purpose of adjusting disputes between the employer and the employees or any other matters relating to the terms and conditions of this contract.

Hours of Work and Overtime Pay

1. Non-Shift Employees

The regular work week shall consist of forty hours, five conesecutive days, eight hours each, Monday to Friday inclusive. For purposes of conversion of annual salary into daily rates, the annual salary shall be divided by the total number of days in the year, less Saturdays and Sundays.

(a) Any work performed by an employee after completing eight hours of work in any work day at regular rates shall be overtime. The employee shall be paid one and one-half times his regular rate of pay.

(b) Any work performed by an employee on the 6th day worked of the work week shall be considered overtime. The employee shall be paid one and one-half times his regular rate of pay.

(c) Any work performed by an employee on the 7th day of the work week shall be considered overtime. The employee shall be paid two times his regular rate of pay.

2. Shift Employees

Employees engaged in shift operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment on Saturdays or Sundays, in which employment said employees participate on a fixed or rotating basis.

The shift employee work week shall consist of forty hours, five days, eight hours each, Monday to Sunday inclusive.

For purposes of conversion of annual salary into daily rates, the annual salary shall be divided by the total number of days in the year, less Saturdays and Sundays.

(a) Any work performed by an employee after completing eight hours of work in any work shift at his regular rate of pay shall be considered overtime. The employee shall be paid one and one-half times his regular rate of pay.

(b) Any work performed by an employee on his or her first regularly scheduled day off, shall be overtime. The employee shall be paid one and one-half times his regular rate of pay.

(c) Any work performed by an employee on his or her second regularly scheduled day off, shall be considered overtime. The employee shall be paid two times his regular rate of pay.

3. It is specifically understood that an employee in order to be eligible for overtime compensation (in accordance with Paragraphs 1 and 2 above) during any work week after the completion of five days in that particular week, must complete a minimum of five days of work in that week, unless his absence from work on any day of the week arises under the following circumstances: That absence was due to a call from his Draft Board or a pre-induction physical examination, evidence of which must be submitted; to a holiday recognized in this agreement which comes within the week and on which no work is done; to an employee having been granted leave of absence because of a death in the family, in accordance with Paragraph No. 3, of section entitled "Sick Leave—Excusable Absence"; or to legitimate illness or an accident suffered while at work preventing him from working before the completion of five days in that particular week and for which proof must be submitted to the satisfaction of such employee's superior.

4. Premium pay shall not be pyramided.

5. Overtime shall not be mandatory except in the case of situations affecting public health or safety.

6. It is understood that the aforementioned provisions regarding overtime for the sixth day shall not apply in the case of office and clerical employees regularly or normally scheduled to work less than 37½ hours in the first five days of the work week; this shall not affect their rights to overtime after forty hours.

7. A full-time employee requested to work on his day off and reporting for work on such day shall receive a minimum of four hours' pay for the day, at the appropriate rate for the day.

8. A full-time employee who has completed his full scheduled day, and who is called back the same day and reports for work on such call-back, shall receive a minimum of four hours' pay for the call-back, at the appropriate rate for the day, subject to interruption for meals.

9. It is understood that the provisions of this section shall not apply in the case of supervisors where Civil Service Commission regulations for such supervisors provide otherwise.

Holiday Pay

1. All employees shall receive a regular day's pay for the following holidays, even though not worked: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Flag Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, provided the employees have worked on their last scheduled work day immediately preceding the holiday and on their next scheduled work day immediately after the holiday, unless an employee's absence on these days is an excused absence with pay within the terms of this contract; and provided further that where any of the above holidays fall on a Saturday, they shall, in the case of non-shift employees, be observed by granting the employees a compensatory day off with pay.

2. An employee required to work on any of the above enumerated holidays shall, in addition to holiday pay, receive at least eight hours' pay for the holiday work, and double time for all hours worked over eight hours.

3. A shift employee required to work on a scheduled day off which is a holiday or a non-shift employee required to work on a Saturday which is a holiday shall be compensated as follows: He shall receive pay for the day in accordance with the section entitled *Hours of Work and Overtime Pay* of this agreement and in addition shall be granted a compensatory day off with pay.

Wages

1. The parties hereto agree that the wages paid to the employees in the respective departments, boards and commissions, of the City of Philadelphia shall be in accordance with the Pay Plan as adopted by the Civil Service Commission and the Administrative Board of the City of Philadelphia.

2. It is agreed that the Union may present its request on the issue of wages to the Personnel Director, the Civil Service Commission and the Administrative Board prior to the adoption of the Budget Ordinance for any year. The Personnel Director, the Civil Service Commission and the Administrative Board shall arrange meetings with the Union in order to discuss the issue of wages. In order to provide for matured discussion of the request of the Union, such meetings shall be arranged to commence at least 180 days prior to the end of each year.

Vacations

1. All employees with less than one year's employment with the City shall receive five-sixths of one day's vacation with pay for each month of service, such earned vacation to be available to the employee, at the completion of his first six months of service, or later; all employees with one or more year's employment and less than ten years' employment with the City shall receive two weeks' vacation with pay; all employees with ten or more years' employment with the City shall receive three weeks' vacation with pay: Provided, that in the event that one of the enumerated holidays above set forth falls within the vacation period, the employee shall receive the pay for the holiday in addition to such employee's vacation grant, or may in the employee's discretion be charged with one day less of vacation leave.

2. The above vacation or annual leave will be earned at the rate of five-sixths of a day for each calendar month of service until the completion of nine years of continuous service, and at the rate of one and a quarter days for each calendar month of service over nine years of continuous service. All unused vacation leave shall be accumulated up to a maximum of thirty days.

Seniority

1. An employee serving as a full-time officer or employee of the Union, or of any of the local unions, shall upon written application be granted a leave of absence without pay for the period of such service. The seniority rights of such employee shall be protected and they shall accumulate during such employee's period of service with the Union.

2. In the case of layoffs, seniority of employees in the City service shall be recognized as a factor to be given substantial weight, together with other factors, in determining the order of layoff. When a layoff is contemplated, an opportunity for discussion shall be afforded to the appropriate Union representatives prior to the issuance of the notices of layoff.

3. Provisions as hereinabove set forth, as well as all other provisions of this Agreement, shall not be contrary to Civil Service Regulations, the Home Rule Charter or other statutes. In the event that any provision is found to be contrary to Civil Service Regulations, the Home Rule Charter or other statutes, then such provision shall be considered void and of no effect: Provided, however, that all other valid provisions shall remain in full force and effect.

Sick Leave—Excusable Absence—Maternity Leave

1. Any employee contracting or incurring non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay while unable to work as follows: Sick Leave shall be earned on a monthly basis of 1⅔ days per month, such earned sick leave to be available to an employee at the completion of his first three months of service. For an employee with one year or more of continuous service, as of January 1, 1954 a credit of twenty days of earned sick leave shall be made available as of January 1, 1954 and from July 1, 1954 onwards the employee shall earn additional sick leave at the aforementioned rate of 1⅔ days per month.[49] Where an employee does not use the full sick leave herein authorized, such sick leave shall be accumulated in full and shall be added to past accumulated sick leave, provided that such total accumulation of sick leave shall not exceed 200 days.

2. Where the employee's absence is due to sickness or other disability which is service-connected and which arises directly from the service of such employee, he shall be paid as follows: Full pay up to a maximum period of twelve months from the date of injury or sickness, during which time the absence shall not be charged

49. The contract of 1958 is in part a revision of the one of 1953 which was much less comprehensive in its scope. Dates going back to 1954 are carried over from the earlier contract.

against sick or vacation leave and during which time sick leave and vacation leave shall continue to be earned; if the employee is unable to return to City employment at the end of twelve months, he shall then go on sick leave and vacation leave until his accumulated sick and annual leave have been exhausted; if he is unable to return to City employment by the time his sick and annual leave have been exhausted, he shall continue to be paid until he is able to return or until the expiration of twenty-four months from the date of service-connected injury or illness whichever period is the shorter; no annual or sick leave shall be earned after the first twelve months from the date of injury or illness.

3. In the event that there is a death in the immediate family of any employee, consisting only of spouse, parents, children, brother, or sister, such employee shall be granted a three days' leave of absence with full pay. An employee shall be granted one day's absence with pay in the event of a death in the family of such employee other than hereinbefore set forth.

4. Any employee who shall be absent from work by reason of sickness or other disability or by reason of death in his family shall submit such evidence thereof as may be required by such employee's superior.

5. The Director agrees to submit to the Civil Service Commission at the earliest possible date a proposed regulation establishing a uniform policy of non-paid maternity leave, following full consultation with the Union regarding the details of such a policy.

Health and Welfare

1. Beginning January 1, 1957, the existing City contribution for medical-hospitalization-surgical purposes shall be increased to $90.00 per annum per employee, to be paid to established plans. In the case of the members of District Council 33, AFL-CIO, the Director accepts the designation by the Union of the American Federation of Labor Health Center, Philadelphia, as the medical-hospitalization-surgical program for which the $90.00 per annum will be paid.

2. Beginning January 1, 1957, group term life insurance coverage in the amount of $2,500 with accidental death and dismemberment benefits, shall be made available for all full-time civil service employees (including District Council 33 members not previously covered), pursuant to the terms of Civil Service Regulation 27.

Discharge-Suspension

1. In matters of discharge and suspension, all regulations of the Civil Service Commission, provisions of the Home Rule Charter and all other applicable laws shall be followed.

2. Any discharge or suspension may be considered by the Union or the individual affected as a grievance to be discussed for possible adjustment under the "Grievance Procedure", and in accordance with law.

Grievance Procedure

1. There shall be prior notice to the Union regarding changes in, or institution of rules and regulations pertaining to working conditions, and opportunity for discussion of same wherever possible.

2. The City agrees to receive and consider any specific complaints from the Union regarding alleged abuses under Civil Service Regulation 5.11, entitled "Temporary Change in Assignment", and will sincerely attempt to correct such abuses where the complaint is found to be justified.

3. In the event that any difference concerning the interpretation or application of the Agreement shall arise, the procedure to be followed in an effort to reach a mutual understanding shall be in the order as herein indicated:

(a) The question shall be discussed between the business agent of the local union and the Personnel Officer, or authorized representative of the particular Department, Board or Commission; and upon failure to agree

(b) Between the business agent of the local union and the head of the particular Department, Board or Commission; and upon failure to agree

(c) Between the business agent of the local union and the Personnel Director of the City of Philadelphia.

In the event that the above steps fail to resolve the difference, it shall then be submitted to an Advisory Board consisting of three members appointed or named by the Personnel Director and three members appointed or named by the Union.

The Advisory Board, consisting of six members, shall endeavor to settle the issue. The Advisory Board shall not sit as a Board of Arbitration but shall serve in a mediating capacity for the purpose of endeavoring to have the Personnel Director and the Union mutually agree on the issue under discussion.

If a majority of this Board fails to agree, then its members shall select a seventh member, who shall act in the capacity of Chairman of the Board. A quorum shall consist of the full Board. A majority vote of this Board shall be required to decide the difference or question, and such decision shall be considered as advisory only.

Joint Investigating Committee

In the interest of sound industrial relations, a joint committee of six, three from each side, will convene from time to time and at the request of either party for the purpose of investigating and resolving questions which may arise concerning conditions of employment or grievances.

Dues Deductions

It is agreed that dues will continue to be deducted on the basis of written authorizations.

Strikes and Lockouts

There shall be no strikes, lockouts or stoppages of work.

Termination, Change or Amendment

This agreement, representing an amendment of the agreement of January 1, 1953 as thereafter amended from year to year, shall be effective as of the first day of January, 1958, and shall continue in full force and effect until December 31, 1958, and thereafter from year to year, unless either party to this agreement gives sixty days' written notice prior to December 31, 1958, or any yearly anniversary date thereafter, to terminate this agreement, or extension thereof: Provided, however, that either party may, by written notice, reopen and negotiate the issue of wages at least one hundred and eighty days prior to the end of each year.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year aforesaid.

The Prospects for Collective Bargaining

From the standpoint of union leadership, the fight to compel governmental collective bargaining has been a losing one when compared to the corresponding struggle in the industrial world. Labor union attorneys have expressed the thought that many of the instances in which governmental collective bargaining has been judicially denounced have involved strikes vitally affecting public safety, and that the zeal of the judiciary to protect the public interest has caused these decisions to be based on the seriousness of the immediately threatened situation rather than on the merits of collective bargaining in the governmental area. It is true that few of the recorded cases have had as the main subject before them the merits of governmental collective bargaining in theory. This element has usually been a secondary consideration, and judicial pronouncements thereon have often been somewhat in the nature of dicta.

It is indeed quite possible that if public employee organizations continue to acquire, through petition or political pressure, the advantage of formal collective bargaining contracts, the judiciary may change its

attitude, though perhaps not as rapidly as was done in New York. Probably no serious attempt will be made to get the courts to recognize the legality of strikes by public employees, especially since employee groups can effectively make their will felt through political pressure on elected municipal officials. Rather, efforts will more likely be directed toward gaining court protection of employees who have been on strike from punishments such as loss of seniority or other fringe benefits.

As far as organizations of public employees are concerned it is probable that they will increase in number and influence, but it is doubtful that the number of signed contracts will greatly increase. More likely the objectives of these organizations will be secured by declarations of policy by municipal officials, by rules of administrative bodies, and by ordinances and resolutions of city councils, initiated by persuasion and lobbying of employee groups. In the leadership of the American Federation of State, County and Municipal Employees, which is highly intelligent and, it is fair to say, civic-minded, there is a realization that an understanding as to policy may accomplish more for public employees than can be had by a bitter struggle for a formal collective bargaining contract.