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The spectre of public unionism from 1966 to 1976: A critical analysis of the labor policies of the City of Atlanta

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THE SPECTRE OF PUBLIC UNIONISM FROM 1966 TO 1976:
A CRITICAL ANALYSIS OF THE LABOR POLICIES
OF THE CITY OF ATLANTA

A DISSERTATION
SUBMITTED TO THE FACULTY OF ATLANTA UNIVERSITY
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THE DEGREE OF DOCTOR OF PHILOSOPHY

BY
DOROTHY COWSER YANCY

DEPARTMENT OF POLITICAL SCIENCE

ATLANTA, GEORGIA
MAY 1978
DEDICATED TO

HOWARD AND LINNE BELL COWSER
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INTRODUCTION

Over the past fifteen years unionism in public employment has become a very volatile and controversial issue. Sam Zagoria refers to this movement as "a quiet revolution."\(^1\) Indeed this "revolution" has been and still is a complex challenge at all levels of government. Not since the surge of unionism in the 1930's has the labor movement experienced anything comparable to the new phenomenon. Union membership among federal, state and local government employees has tripled in the last decade. This increase in numerical strength has been accompanied by a greater militancy. The public employee unions have become new centers of power on the urban political scene, and, with increasing frequency, they have exercised this new power by effectively disrupting essential municipal services.\(^2\) Thus, balancing the demands of municipal employee unions without endangering the interest of taxpayers, who are recipients of municipal services, has been a difficult task for government officials.


Public employee unions date back to the beginning of the American labor movement. Craft-type units of mechanics, workmen and laborers were organized in municipal public works and federal shipyards as early as the 1830's. Before the Civil War the National Education Association (NEA) as well as the local police societies and fraternal groups were organized, but these groups were limited and relatively ineffective. During the 1880's and 1890's the first serious wave of municipal organizations developed mainly in the form of police and fire fighters benefit societies and fraternal groups. However, it was not until the early twentieth century that these organizations turned to activities designed to advance and protect their interests as workers. After the passage of the Pendleton Act in 1883 and various state laws introducing the merit system, these organizations tended to work with existing political party machines. They confined their efforts to lobbying at state capitols and city halls and focused on abolishing restrictions on political activities by public employees.3

The first decades of the twentieth century found organized sanitation workers, police and firemen striking and demanding increased wages and better working conditions.

Massachusetts Governor Calvin Coolidge's reaction to striking police officers in Boston was typical of government officials. "There is no right to strike against public safety by anybody anywhere at any time." President Wilson's characterization of the strike was more pointed: "an intolerable crime against civilization." This hard line anti-labor reaction and the pervasive anti-communist Red scare almost suffocated the American Federation of Teachers (AFT) the International Association of Firefighters (IAFF) and Police unionism.

Public-employee unions shared in the rapid growth of organized labor during the 1930's. With the passage of the Norris-LaGuardia Act of 1932 and the Wagner Act of 1935, the legal obstacles to union expansion in private industry were removed. However, these laws did not apply to public employees. In defiance of legal barriers during the 1930's and 1940's, unions like the AFT and IAFF grew. However the most important development during this period was the emergence of the American Federation of State, County, and Municipal Employees (AFSCME).

AFSCME evolved out of the Wisconsin State Employee Association under the leadership of Arnold Zander in 1933. At first the organization was an autonomous union operating within the American Federation of Government Employees (AFGE).

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5Ibid.
AFGE was primarily interested in organizing federal employees. Thus, it allowed AFSCME to have jurisdiction over employees of state and local governments. As time passed, conflict developed between AFSCME and the parent body AFGE over AFSCME's right to charter locals directly. However, by 1936 the dispute was over and the AFL granted a separate charter to AFSCME. In 1964 the membership was a mere 250,000, but by 1974 the Bureau of Labor reported that AFSCME had 648,160 members. AFSCME is now considered one of the fastest growing unions in the AFL-CIO.

The general labor movement in the United States peaked in the 1950's. Between 1956 and 1962 the trade union movement lost almost 900,000 members in the private sector. Thus the affiliate unions of the AFL-CIO began to direct their energies toward organizing municipal employees. In the decades since the Great Depression, all levels of government have had a phenomenal increase in employment. These workers were viewed by some unions as "good pickins," and organizing efforts were led by the International Brotherhood of Teamsters, the American Federation of City,

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7O'Neill, p. 7.


County, and Municipal Employees, the Laborers International Union and the Service Employees International Union.\textsuperscript{10}

In 1956 there were more than 7½ million government employees and only 915,000 were affiliated with a labor organization.\textsuperscript{11} In 1975 the Labor Department reported that 2,907,000 federal, state and local government employees were members of unions and 2,426,000 were members of associations. Three unions, AFSCME, AFGE and AFT memberships tripled between 1964 and 1974.\textsuperscript{12} This tremendous growth can be partially attributed to low salaries paid in the public sector, inflation, and the effect of President Kennedy's Executive Order 10988 which allowed federal employees to negotiate collectively. Many states have taken their cue from the Federal Government and begun to do likewise.

Some states have general public employee collective bargaining laws which apply to several groups of employees. However, other states have legislation which does not allow public employees to engage in collective bargaining. Wyoming has a collective bargaining law which applies specifically to firemen. Kentucky and Texas have collective bargaining laws for policemen and firemen, and Maryland's

\textsuperscript{10}Spero, p. 14.

\textsuperscript{11}Weisenfeld, p. 687.

\textsuperscript{12}U. S. Department of Labor, News.
statute allows collective bargaining for public school employees only. The state of Georgia is no exception; it likewise has passed legislation restricting various employees.\textsuperscript{13}

The only Georgia statute authorizing public employee bargaining is the Fire Fighter's Mediation Act (1971) granting fire fighters in cities that elect coverage and have 20,000 or more population the right to bargain collectively and be represented by a labor organization as to wages, rate of pay, hours, working conditions and all other terms and conditions of employment. However, consolidated city-county governments with over 150,000 populations are excluded from the legislation. The statute also forbids strikes and job actions.\textsuperscript{14} It should be pointed out that this exception presently applies only to Columbus-Muscogee County because it is the only city-county consolidation political jurisdiction in the state.

Aside from the Firefighters Mediation Act there are no statutory provisions for collective bargaining for

\textsuperscript{13}Public Personnel Administration Labor Management Relations Volume 2 (Englewood Cliffs, New Jersey: Prentice-Hall, Inc.), p-. 15, 505; 23, 301; 25, 401; and 16, 401.

\textsuperscript{14}Georgia, Fire Fighter's Mediation Act, Georgia Laws (1971)1: 565-571.

\textsuperscript{15}A May 12, 1977 telephone interview with Charles Broadwell, Affirmative Action Officer and Employee Counselor for Columbus, Georgia indicated that the consolidated city-county government was probably excluded because the new government in early 1971 was having difficulty getting organized and the new legislation would have been a "hardship."
public employees. Due to the absence of a special statute, the state court declared the state's position in International Longshoreman's Association v. Georgia Port Authority, Local 574 International Association of Firefighters v. Floyd and Chatham Association of Education Teacher Unit, et al. v. Board of Public Education for the City of Savannah and the County of Chatham.\textsuperscript{16} The Supreme Court of Georgia in each of these cases concluded that neither the state nor its agents could be forced to engage in collective bargaining. To do so, they argued, would be contrary to the state's public policy. In order to stimulate the public policy, the state passed a law in 1970 which stated that the Personnel Board shall have the power to establish and maintain classification and compensation plans for its employees.\textsuperscript{17} A 1962 statute had clearly stated that all municipal governments had the power to establish municipal officers, agencies and employments, to define, regulate and alter the powers, duties, qualifications, compensation and tenure of all municipal officers, agents and employees....\textsuperscript{18}

In the case of the Georgia Port Authority, the court ruled that the State Port Authority is a


\textsuperscript{17}Georgia, Georgia Code Annotated (Harrison, 1975).

\textsuperscript{18}Georgia, Municipalities-Powers of all Municipal Governments, Georgia Laws 1:140-144.
Creature of the State and in the operation of the Savannah Port Terminals acts as an instrumentality of the State for governmental purposes and is not an "employer" subject to the jurisdiction of the National Labor Relations Board.19

The defendants in the case had engaged in picketing the port facilities. The court ruled that although the picketing was peaceful, it was used for unlawful purposes and thus should be enjoined. The picketing was unlawful because it was viewed as an attempt to force the Port Authority to sign a collective bargaining agreement.20 The court ruled further that it was against the law for state employees to strike. The court cited the March 3, 1962 Georgia Law which states:

No person holding a position by appointment or employment in the government of the State of Georgia or any agency, authority, board, commission, or public institution thereof shall promote, encourage or participate in any strike, ...The word "strike," as used herein shall mean the failure to report for duty, the willful absence from one's position, the stoppage or deliberate slowing down of work, or the withholding, the whole, or in part, of the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the condition, compensation, rights, privileges or obligations of State employment;....Any person not a State employee who shall knowingly incite, agitate, influence, coerce, persuade or picket to urge a State employee to strike shall be deemed guilty of a misdemeanor.21

20Ibid., p. 717.
21Ibid., p. 718.
The court then asserted the position that bargaining by the state is an illegitimate delegation of the sovereign's power:

We therefore, hold that the State Ports Authority in the operation of the docks and warehouses at its Savannah terminals was without authority to enter into an agreement with any third party fixing the terms and conditions of the employment of personnel working for the authority. It appeared from the petition that the purpose of the strike by its employees and the subsequent picketing of the terminals by its employees and others was to force the authority to enter into a bargaining agreement with the defendants. Such action being against the public policy of the State was unlawful under the act of 1962.22

In Local 574, International Association of Firefighters v. Floyd, 1969, the court once again relied on the unlawful delegation of sovereign power. In 1968 the General Assembly passed the Chatham County Employee-Management Cooperative Act.23 The act stated that employees of all political subdivisions of Chatham County and the City of Savannah had the right of self-organization, to join, form or assist any labor organization, "to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment." The law further stated that

the public employer and such labor organization as has been designated as exclusive representative

22Ibid.

23Georgia, Chatham County Employee-Management Cooperation Act, Georgia Laws (1968) 2:2953-2957.
of employees in an appropriate unit, through appropriate officials or their representatives, shall have the authority and the duty to bargain collectively.24

The law also provided for written agreements reached by negotiations, dues checkoff, suits for violation of agreements, etc.25 The court ruled in the case of Local 574 that the 1968 special law attempted to restrict the powers granted in the 1962 General Law which vested in each municipality the power to "define, regulate and alter the powers, duties, qualifications, compensation and tenure" of its employees. According to the Court,

These powers are full and complete. They may be executed by the City in any manner it chooses, in the exercise of its nondelegable discretion; the City is not required to bargain collectively with any person or organization as to these powers.26

The 1968 law stated that the city has the "duty to bargain collectively: with the Union on questions of conditions of employment, wages and hours. The effect of the 1968 special legislation would be to place restrictions in the form of mandatory collective bargaining upon the unlimited powers granted by the 1962 general law; thus the court ruled the 1968 law unconstitutional.27

24Ibid., p. 2954.
25Ibid., p. 2954-2957.
27Ibid.
In Chatham Association of Educators, Teacher Unit et al. v. Board of Public Education for the City of Savannah and the County of Chatham 1974, the court once again relied on the illegitimate delegation of power theory. The Board of Education had negotiated a contract with the Chatham Association of Education. The court ruled that

Without specific legislative authorization, a school board has no authority, by contract or otherwise, to delegate to others the duties placed on the Board by the Constitution and laws of Georgia.28

The contract was considered void because it was an illegal attempt by the board to delegate its powers and authority.

The Georgia public employees policy is vague. It appears that all employees enjoy a common law right as well as a constitutional right of self-organization. However, the Georgia Supreme Court has constantly upheld the General Law of 1962 by evoking the theory of unlawful delegation of power. According to James R. Beaird, the right of self-organization appears to be meaningless because state employees may not utilize it to deal with the employer collectively through a bargaining agent.29 Arthur K. Bolton, the Attorney General of Georgia, expressed the opinion that "unless and until the General Assembly authorizes them to do

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so, public employees in Georgia cannot enter into valid collective bargaining contracts with labor unions."\(^{30}\)

However, he also said that if called upon to pass on the matter the courts of Georgia would probably uphold the right to bargain collectively in the sense of meeting and consulting with union officials about wages, hours and the conditions of employment of public employees.\(^{31}\)

The Office of the Attorney General of Georgia in an unofficial opinion in 1966 stated that local units of government have the right to allow their employees to bargain collectively if they "chose to do so."\(^{32}\) In 1974, the Office of the Attorney General of Georgia issued a paper on the status of collective bargaining in Georgia.\(^{33}\)

Clearly, Georgia's public employee policy violates the spirit as well as the theory behind Executive Order 10988. The policy states that all employees have a right to contribute to the effective conduct of public business and the process of collective bargaining to the best means available to fulfill this right. Despite the vagueness of

\(^{30}\)Arthur K. Bolton, Labor Organizations in Georgia, Atlanta, Georgia, 1975, pp. 13-14, (Mimeographed.)

\(^{31}\)Ibid., p. 12

\(^{32}\)Ibid.

\(^{33}\)The Attorney General of Georgia, Arthur K. Bolton admits that the current legal status of public unions in the state involves uncertainties. However he has summarized the legal status of public employee labor unions in the following manner:
the Georgia public employee policy, the city of Atlanta has had a relationship with organized public employees for decades.

Public employee organizations have existed in Atlanta, Georgia, since December 1905. However, organizing efforts were not significant until the 1920's when the city's firefighters and other non-uniformed employees associated themselves with various groups. The techniques

1. Organization and Membership - This would appear to be one of the certainties. The right of a citizen to organize or to join a labor union is protected by the First Amendment to the United States Constitution and it is well settled that a state cannot require an individual to waive or forego this federally protected right as a condition of public employment.

2. Union "Recognition" - This is one of the uncertainties. While the term has a rather precise meaning and triggers various legal obligations in the general industrial context of the Labor Management Relations Act, it has, so far as we are able to ascertain, no fixed meaning outside of the purview of that Act (as, for example, with respect to public employment).

3. Collective Bargaining - This is another uncertainty since the answer depends on how the term is defined. If the term is used solely in the limited sense of meeting with and talking to union officials to obtain their views or recommendations on the wages, hours or other employment conditions of public employees, it is unquestionably within the discretionary power of the affected State agency to do so if it wants to.

4. Collective Bargaining Contract - The Supreme Court of Georgia has spoken, see Chatham Association of Education v. The Board of Public Education for the City of Savannah and the County
used by these groups to achieve their goals were persuasion and joint lobbying efforts through the Atlanta Federation of Trades. In 1939 the Atlanta public employee unions won a significant victory when civil service legislation was approved for the city of Atlanta and Fulton County. The American Federation of State, County and Municipal Employees helped write the civil service bill. The new legislation established a fairly consistent method for hiring, promotion and paying city employees and rid the city of the infamous "spoils

of Chatham, 231 Ga. 806 (1974), and there would appear to be no questions as to the fact that public employers in Georgia cannot enter into valid collective bargaining contracts with labor unions.

5. Strikes - Strikes by the employees of State departments and agencies are prohibited by statute in Georgia.

6. Picketing - The question of peaceful picketing by public employees raises unsettled legal issues which will probably have to be resolved on a case-by-case basis. It is possible that peaceful picketing which is purely informative and does not interfere in any way with the performance of the public function in question may be protected by the First Amendment.

7. Closed Shop - Although Georgia's "right to work" legislation does not by its express term apply to public employees, there would seem to be little doubt but that any attempt to provide for a closed shop arrangement with respect to public employees would be stricken by the courts as contrary to public policy.

8. Union Dues Checkoff - In the absence of clear legislative authorization it would not appear to be lawful for a State department, board or agency to deduct union dues from an employee's paycheck.
system" tactics previously used. The legislation also provided for a Personnel Department and a Civil Service Commission for the City.34

On August 22, 1945, the sanitation truck drivers represented by Local 450 Chauffeurs and Teamsters' Union of the AF of L went on strike to protest the failure of the city authorities to grant white drivers a pay increase at the same time an increase was granted to "Negro helpers." The Sanitation Department Chief stated "This is the fifth consecutive year in which Atlanta has had to endure a garbage strike."35 Mayor Hartsfield was furious because he felt the strike was a violation of "a solemn agreement" and a threat to the public health of the city of Atlanta. The solemn agreement he referred to was the fact that in January 1945 the union officials, who represented the truck drivers, had negotiated a 7 1/4 per cent base pay increase with the city and had promised the mayor and the finance committee that they would make no further demands during the year.36 The city reacted to the strike by declaring the truck driver positions vacant.37

34 Research Atlanta, Governmental Labor Relations in Atlanta, Atlanta, Georgia, 1975, pp. 6-7.

35 Atlanta Journal, August 22, 1945.


37 Ibid.
and the Personnel Board upheld the decision.38 Thus, new truck drivers were hired and the strikers lost their jobs.

Throughout the 1940's, 1950's and early 1960's the city, and the unions appeared to have enjoyed an amicable relationship. In 1959 AFSCME was granted dues check-off and was considered the representative for non-uniformed employees. Some of the workers represented by AFSCME were blue collar employees in Water Works, Sanitation Maintenance and white collar employees in city hall. The city also continued to deal with IAFF Local 134.

By 1976 the city of Atlanta had had dealings with two unions: IAFF and AFSCME. The city has had to deal with these unions since the 1960's and the only city employees who have utilized the strike in the last ten years in Atlanta are members of these organizations. Both unions claim 51 per cent of the employees that the city allows them to represent as members with AFSCME Local 1644 Public Work Chapter claiming 1,344 members and IAFF Local 134 claiming 369 members. However, the city of Atlanta boasts approximately 8,853 regular employees. This number excludes part-time seasonal workers and elected officials. This number includes 2,400 white-collar employees, 3,611 trade and labor employees, 1,000

38Atlanta Journal, October 5, 1945.
fire department employees, and 1,842 police department employees. Allowing for the fact that the Georgia public employee policy is vague and that Atlanta has had dealings with organized public employees for decades, a significant question has not been answered. What has been the nature of the relationship between the city and the above-mentioned recognized unions? In this research project the writer will present an exploratory and descriptive analysis of that relationship from 1966 to 1976.

The major questions are as follows: (1) What has been the character of the relationship between the city of Atlanta and the two recognized labor unions from 1966-1976?, and (2) Has the relationship during this period been one of sub rosa or discreet collective bargaining? As stated previously, this study will be necessarily descriptive and exploratory since no major research has been done on this specific topic in Atlanta as compared to cities like Miami, New York, Memphis, Milwaukee and Philadelphia where the topic of public unionism has received extensive attention. It is imperative that the research zero in on specific aspects of this relationship and deal with them under three different administrations. After a careful survey of the literature, there appear to

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be specific stages in any developing city-labor relationship that must be gone through. Therefore, labor relations under each administration will be examined in the following framework: organization and membership, representative status, dues checkoff, collective bargaining, strikes and job actions and administrative machinery. This research should lead to the development of certain hypotheses and provide suggestions for further research in the fixed areas.

Each category to be used will now be listed and accompanied by a statement or definition and some questions that will be addressed in the research.

Organization and Membership - The procedure used by the city to determine which employees will be allowed to organize and become members of labor unions. How has the issue of the right of public employees to organize and become members of labor unions been treated? What employees have been allowed by the city to be represented by the union?

Representative Status - When exclusive representation is given to a union to represent all employees in a bargaining unit in negotiating on wages and working conditions, the union is considered to have representative status. Another term for representative status is union recognition. How have employee unions been certified or selected? What procedures were used to arrive at recognition of a particular union?
Dues Check-off - City ordinances grant labor union check-off privileges. The city employee who is a member of the selected union is allowed to authorize deduction of union dues from his wages. The administration then sends these funds to the union. How has the dues check-off instrument been used by the city government? What is the significance of dues check-off for the unions? How have the unions waged their battles to get, as well as keep, this privilege?

Collective Bargaining - This term is controversial and will be extensively defined later in the introduction. What has been the procedure for dealing with issues regarding labor under each administration? What are the justifications for these procedures? How effective have these procedures been?

Strikes and Job Actions - A strike is when employees refuse to report for duty or when they engage in a work stoppage in concerted action for the purpose of influencing or coercing a change in working conditions or wages. A job action has taken place when employees engage in a slowdown in work effort in order to force the employer to make concessions. How has the city responded to these crises?

Administrative Machinery - The mechanisms set by the city administration to deal with labor problems. What mechanisms were set up by the various administrations to deal with labor problems? How has the machinery functioned?
Although the above categories are necessary aspects of this topic, another dimension of this research includes the opinions and attitudes of the rank and file union members. The researcher will attempt to assess the attitudes and opinions of the rank and file regarding the following: their conception of the relationship that exists between their union and the city; their desire to see other unions recognized by the city; their views on labor unity among city employees; their feelings about the city's collective bargaining policy, their position on the strike issue; and their opinion of the city's labor administrative machinery.

Hopefully, an assessment of the attitudes of the rank and file will allow the researcher to develop hypotheses for further research, develop generalizations about the future trends of public unionism in the city and make recommendations to enhance the city-rank and file relationship.

There is some confusion concerning the meaning of the term "collective bargaining" as it relates to the private and public sectors. Despite the varied usages and definitions of the term, there is one common denominator: collective bargaining is a process or the act of negotiating. W. D. Heisel and J. D. Hallihan maintain that the process is applicable to the public and private sectors. Nevertheless, the results of bargaining may
differ in the public sector. In industry the process almost invariably results in a legally enforceable contract, whereas in the public sector wages and employment conditions usually are set by ordinance with some input by employees or their union representatives. The question of whether the public sector is sufficiently different from the private sector to justify avoiding private sector precedents in collective bargaining has been addressed at length by many labor relations experts. Harry Wellington, Ralph Winters and Clyde Summers have been prolific writers on the subject. Harry T. Edwards, however, views the entire controversy over usage and applicability of the term collective bargaining as a moot question; moot in light of the current growth of unionism in the public sector, and the widespread enactment of legislation which does provide a framework for collective bargaining among government employees.


The term as it applies to the private sector is clearly defined in Section 8(d) of the National Labor Relations Act.

For the purpose of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representatives of the employee to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract party, but such obligation does not compel either party to agree to a proposal or require the making of a confession.43

The definition of the term has also been set forth for federal government employees in Executive Order 10988 issued January 17, 1962. According to Section 6(b), after an employee organization has been given exclusive recognition then

The agency and such employee organizations, through appropriate officials and representatives, shall meet at reasonable times and confer with respect to personnel policy and practices and matters affecting working conditions, so far as may be appropriate subject to law and policy requirements. This extends to the negotiations of an agreement, or any question arising thereunder, the determination of appropriate techniques, consistent with the terms and purposes of this order, to assist in such negotiations, and the execution of a written memorandum of agreement or understanding incorporating any agreement reached by the parties.44

43 Heisel and Hallihan.
This meaning of collective bargaining was restated in Executive Order 11491 Section 11(a) issued October 29, 1969, by President Richard Nixon and is present policy. 45

Despite the clear federal government position on the term, many states and municipalities are in a situation of experimentation. Most are still debating whether the private sector definition can be applied to the public sector? Neil Chamberlain sees two fundamental differences which will probably have a tremendous effect on how the public sector will define and implement collective bargaining. First, there are peculiar restraints imposed on the sources of revenue for the government that are not imposed on the private sector. Second, is the availability of the strike. 46 Most government units whether they engage in bargaining or not with their employees ban the strike. The strike issue is absent from collective bargaining discussions in the private sector because the right to strike is not questioned. The strike controversy will be thoroughly discussed in the theory portion of this study.


The definition of the term "collective bargaining" that will be utilized in this research is similar to the definition presented by Richard F. Dole, Jr.

The gist of collective bargaining is negotiation of the terms and conditions of employment by management and employee representatives. Public employer collective bargaining thus invariably involve consultation between a public employer and a representative of its employees.47

In this study the terms meet and confer, collective bargaining and labor organizations will be defined as follows:

Meet and Confer - Discussions between employer and labor representatives on wages, working conditions, grievances and other matters affecting the working conditions of the employees. Decisions regarding these matters are made unilaterally by the employer.

Collective Bargaining - Negotiations between employer and labor representatives on wages, working conditions, grievances and other matters affecting the working conditions of the employees culminating in bilaterally arrived at oral or written agreements which may or may not be binding.

Labor Organization - An organization of any kind in which employees participate and which exist for the purpose of representing city employees concerning grievances, personal policies and practices, wages or other matters affecting the working conditions of the employees.

Public employee unionsism is a fertile field for research. Several case studies regarding public employees in urban centers have been written. However, urban centers in the South have generally been neglected. The most significant research is David Stanley's *Managing Government Under Union Pressure*. Stanley analyzes the impact of union strength on nineteen governments. However, only two southern governments are analyzed, Dade County, Florida, and New Orleans, Louisiana. Thus, due to the paucity of material, it is believed that this study of Atlanta and public employees unionism from 1966-1976 will be a significant contribution to the literature.

Three techniques were used to analyze and evaluate the designated categories. First, questionnaires were mailed to the rank and file members of IAFF and AFSCME and John B. Lansing and James N. Morgan's advice on selection of sample size was adhered to. "The penalty for too large a sample is economic...The penalty for too small a sample is that the results of the project may be inconclusive."49

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Thus, the Lansing and Morgan dictum was the rationale for using one hundred per cent of the population. The questionnaires were followed by interviews conducted with approximately ten per cent of the respondents to the questionnaire. Secondly, in-depth interviews were conducted with two of the three mayors who governed Atlanta from 1966 to 1976 and other appropriate officials. In-depth interviews were also conducted with union officials. Thirdly, city records, union files, the Southern Labor Archives, the Southern Regional Council, Newspapers and other pertinent materials were thoroughly analyzed.

This study is presented in six chapters. In chapter one an overview of the major contributions to the literature in the area of public employee unionism is discussed. Chapters two, three, and four consist of a critical analysis and description of public unionism in Atlanta during Mayors Ivan Allen Jr., Sam Massell and Maynard Jackson's Administrations. Chapter five focuses on the perceptions of the rank and file toward the city's labor relations policy. Finally chapter six, includes the major findings, recommendation and suggestions for further study.
The literature regarding public employee unionism is diverse and covers a range of topics. However, in this chapter, the literature review will be limited to decision-making models that are used in employee-management labor relations. Thus, the literature survey will be restricted to a discussion of the following models and the controversy which surrounds them: the Traditional Approach or the Unilateral Model; the Private Sector v. Public Sector Bilateral Model; Other Models of Decision Making; and the No-Strike v. the Strike Models.

Traditional Approach: The Unilateral Model

At the turn of the century public employers took the opportunity to resist the development of unionism in the public sector. The theoretical framework used to resist public unionism was the concept of sovereignty. Sovereignty in theory is exercised by the "supreme repository of power in a political state." Thus, sovereignty may be exercised by a person or by a body politic. In a narrow legalistic sense the sovereign power stands above the law, simply because it make the law; thus the
statement "the king can do no wrong."¹ The traditionalist argues that the state occupies a sovereign relationship to its employees. Government employees must not be affiliated with the labor movement in any way because their loyalties will be divided. The public employee owes his allegiance solely to the state.²

Proponents of the sovereignty theory, who viewed the theory as a tool to control public employees, were given further support by Presidents Theodore Roosevelt and Taft. An executive order which forbade federal employees from seeking to influence legislation in their own behalf "individually or through associations, save through heads of their departments" was issued by Roosevelt. This order became known as the "gag rule." President Taft supplemented the "gag rule" with an order which forbade government employees and officials of the government from responding to any request for information from Congress, Committees of Congress and/or members of Congress except through and authorized by department heads. These measures


curbed organization efforts until the passage of the Lloyd-La Follette Act in 1912.  

According to Sterling D. Spero, the concept of sovereignty has also been used to rationalize unilateral authority over public employers. Proponents of the traditional view state that unilateral authority is necessary to "preserve the integrity and legitimate powers of government." If public employees are allowed to utilize the same means as those used by private employees to pressure the private employer, this would represent a degradation of the sovereign integrity of public authority. Thus, public officials can arm themselves with legal opinions to argue that they lack the authority to agree to union programs. Thus, the traditionalist literature views the "whole issue of union recognition and collective bargaining.... as a question of law rather than an issue of public policy."  

The traditional literature is further buttressed by a letter from President Franklin D. Roosevelt to Mr. Luther C. Stervard, President of the National Federation of Employees.

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4Spero, p. 17. The Lloyd-La Follette Act of 1912 nullified the so called "gag rules" and allowed the right of association and other civil rights to government workers.

5Spero and Capazzola, p. 5.

6Warner, p. 248.
The process of collective bargaining as usually understood, cannot be transplanted into the public service. It has its distinct and unsurmountable 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 representative in Congress. Accordingly, administrative officials and employees alike are governed and guided, and in many cases restricted, by laws which establish policies, procedures or rules in personnel matters. Particularly, I want to emphasize my convictions that militant tactics have no place in the function of any organizations of government employers.  

The above statement has been used by public employers to prove that it is improper for them to negotiate with employee organizations.

In 1969, the Advisory Council on Intergovernmental Relations Commission issued a report which was sympathetic to unilateral decision-making by the government. The Commission recommended that "Meet and Confer" statutes be enacted in the public sector in order to balance management rights against employee needs. The Commission held

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Advisory Commission on Intergovernmental Relations, p. 54. According to Spero, p. 346 most sources who use the Roosevelt statement fail to mention that in August 1940, the Tennessee Valley Authority (TVA) signed a series of agreements with 15 AF of L unions representing its construction and operating employees and with the TVA Trade and Labor Council composed of all these unions, President Roosevelt at the dedication of the Chicamauga Dam Project one month later praised this "splendid new agreement between organized labor and the TVA," and declared "collective bargaining and efficiency have preceded hand in hand."
that while both the "meet and confer" system and collective negotiation involve continuous communication between employer and employee representatives, it was opposed to collective negotiations because in the collective negotiation system both parties meet as equals and decisions are made bilaterally. The Commission favored the "meet and confer" system because the outcome of the employer-employee discussions depends more on "management's determination than on bilateral decisions by equals," and is thus protective of public management's discretion. The Commission's position is best stated in the following quote:

To a greater extent, it seeks a reconciliation with the merit system since agreements reached through the discusstional process and actions taken as an implementary follow-up cannot contrave any existing civil service statute...it is candid and squarely confronts the reality that a governmental representative cannot commit his jurisdiction to a binding agreement or contract, and that only through ratifying and implementing legislation and executive orders can such an agreement be effected....it avoids detailed statutorily prescribed procedure applicable to all situations, and this lack of specificity in some degree and in some areas permits greater flexibility and adaptability in actual implementation....it recognizes--indeed, is rooted in--the vital differences existing between private and public employment, and does not make the mistake of relying heavily on the National Labor Relations Act as a blueprint for action in public service.

Opponents of the sovereignty concept have been quite vocal. Neil W. Chamberlain believes that the traditional

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8 Advisory Commission on Intergovernmental Relations, p. 100.
9 Ibid., pp. 101-102.
belief that public service must remain fully vested with sovereignty if society is to survive is as specious as any of the older myths in industrial relations which we have relegated to some cobwebby historical attic.\textsuperscript{10} Chamberlain argues that it is possible to distinguish between those acts of government that involve policy making or legislative functions.

If sovereignty is an attribute of the latter it need not automatically be extended to the former. The managing of the public establishment can surely be differentiated from a determination of what the public establishment shall manage.\textsuperscript{11}

The Advisory Commission on Intergovernmental Relations in its report \textit{Labor - Management Policies for State and Local Government}, published in September 1969, was quite clear on its position regarding sovereignty even though it favors unilateral decisions regarding employees. The report states:

The traditional doctrine of sovereignty has been modified through practice; obviously, if government allows itself to be sued and if it signs contracts with private contractors which contain provisions for the binding arbitration of disputes, then acceptance of certain restrictions on its discretion in dealing with public employees does not undermine its sovereign status.\textsuperscript{12}


\textsuperscript{11}Ibid.

\textsuperscript{12}Advisory Commission on Intergovernmental Relations, p. 10.
Richard F. Dale succinctly states his position in "State and Local Public Employee Collective Bargaining in the Absence of Explicit Legislative Authorization." Dale feels that the belief that public employer bargaining is impermissible because it involves an improper delegation to private persons of the sovereignty of the government is specious...because a public employer does not have to agree to an employee representative's proposals, a public employer delegates no authority to a representative by attempting to negotiate a collective bargaining contract.13

Furthermore, any agreement that results "is an exercise rather than a delegation of authority by the public employer."14

The theoretical framework embodied in the concept of sovereignty will probably be argued for sometime to come. However, most academicians and courts have modified their views on the doctrine and the "ghost of sovereignty" is rapidly delcining. Most believe that one of the major tenets of sovereign power is the authority to make public policy decision. Sterling D. Spero probably sums up the prevailing view best when he states: "A policy decision by government to establish collective bargaining procedures


14Ibid.
in its service is itself a sovereign act." Nevertheless, Moskow, Leowenberg and Koziara state that many government officials still wish to continue to make unilateral decisions regarding conditions of employment because they fear that collective bargaining will

Infringe on management perrogatives, weaken authority...affect adversely the efficiency of government operations.../and/ inevitably lead to strikes against the government.16

So to the few diehards that survive Moskow, Loewenberg and Koziara give the following advice: There is no unwritten "law of sovereignty" which prohibits the state from participating in bargaining....it may be said that in so doing /bargaining/ the state is exercising its sovereign power.17

David Stanley, however, goes a step further and declares "the era of unilateral, of unquestioned sovereignty, is about over. The age of bilateralism--consultation, negotiation and bargaining--is already here.18


17Ibid.

Public Sector v. Private Sector
Bargaining: The Bilateral Model

Aside from conflicting views regarding the interpretation of the doctrine of sovereignty, the literature teams with differences in the interpretation of the application of collective bargaining. Is the private sector different from the public sector? Should the private sector bargaining process be transplanted into the public sector? The major differences between the two, as expressed in the literature, is that collective bargaining in the private sector is primarily shaped by marketplace focus and bargaining in the public sector is primarily shaped by political forces.

The research efforts of George H. Hildebrand have led him to conclude that there are four differences or special features of collective bargaining in the public sector. First, the right to strike or to lock out is usually taken away by law, force or public opinion. Second, most of the government services are supplied without a direct charge being made to the citizens. Rather, these services are financed by taxes and appropriations. Unlike the private sector, there is no loss of revenue following a work stoppage. This is viewed as an advantage which lowers management's cost of disagreeing with the union. Furthermore, if the services affected are felt to be essential by the community, public opinion can become a factor of major importance as both sides consider the cost of their disagreement. Also, taxes and subsidies allow cost to be
shifted to a third party without fear of the losses resulting in rising prices. Thus, the risk takes the form of possible reprisal at the polls. Third, the employer directly involved in collective bargaining may lack the authority to reach an agreement. Usually consent must come from higher levels of political authority, the executive, and ultimately the law-making body. In the private sector the profit motive supplies the necessary unity of interest in the power structure. However, in the public sector the aim of the final decision makers is usually re-election. Fourth, in the United States legislative bodies have historically sought to retain as much of their rule-making jurisdiction as possible. Thus there is a strong tendency to treat the "legislative process that governs the employment relationships in the public service as reserved territory, to be excluded as much as possible from collective bargaining." 19

Nevertheless, Hildebrand does accept the bilateral model of collective bargaining in the public sector. His definition is the same as that of most academicians and practitioners.

The essence of collective bargaining is the joint negotiation between management and a union of a set of terms under which the members of the bargaining unit will consent to work...

What makes it operative is a set of conditions: the right to organize, the right to obtain recognition, the opportunity to bargain over at least some substantive matters, the possibility of reaching a viable understanding or even a written agreement prescribing at least some of the rules of the employment relationship and provisions of some procedure for resolving questions of interpretation and application of the terms negotiated.20

Harry H. Wellington and Ralph K. Winter, Jr.'s paradigm for the private sector model pictures an industry that produces a product that is not "particularly essential to those who buy it and for which dissimilar products can be substituted."21 The social cost imposed by collective bargaining in the private sector are economic costs which are usually limited by commanding market restraints. However, the authors warn that they do not mean that private sector collective bargaining is free of social cost. Rather, they maintain that the social cost is necessarily limited by the discipline of the market.22 Further, they state four claims that are made for private sector bargaining. First, it is said to achieve industrial peace. Second, it is a way to achieve industrial democracy. Third, unions that bargain collectively with employers represent workers in the political arena as well. Fourth, because of the belief in the unequal bargaining power of employers and employees, collective bargaining, which will prevent monopsony, is a

20 Ibid., pp. 127-128.


22 Ibid., p. 17.
a needed substitute for individual bargaining.\textsuperscript{23} The first three claims for bargaining in the private sector are accepted as being transferrable because the delimiting effects of markets and other forces which constrain the powers of unions do not come into play nearly as quickly in the public sector as they do in the private sector.\textsuperscript{24} The authors clarify this conclusion in their public sector paradigm.

The public sector paradigm developed by Wellington and Winters includes a municipality with an elected council, and an elected mayor who bargains through their representatives with unions who represent city employees. However, the model also includes bargaining between city officials and other permanent and ad hoc interest groups. Wellington and Winters clearly indicate what they view as differences in collective bargaining in the public and private sector in the following statement:

Those skeptical of the value of collective bargaining in private employment will hardly press its extension. But even if one accepts collective bargaining the private sector... the claims that support it there do not, in any self-evident way, make the case for its full transplant. The public sector is not the private, and its labor problems are different, very different indeed....Collective bargaining in public employment, then, seems distinguished from that in the private sector. To begin with, it imposes on society more than a potential misallocation of resources through restrictions on economic output, the principal

\textsuperscript{23}Ibid., p. 8.

\textsuperscript{24}Ibid., p. 12-13.
cost imposed by private sector unions. Collective bargaining by public employees and the political process cannot be separated. The cost of such bargaining, therefore, cannot be fully measured without taking into account the impact on the allocation of political power in the typical municipality. If one assumes, as here, that municipal political processes should be structured to ensure "a high probability that an active and legitimate group in the population can make itself heard effectively at some crucial stage in the process of decision," then the issue is how powerful unions will be in the typical municipal political process if a full transplant of collective bargaining is carried out.\textsuperscript{25}

The authors conclude that the transplant would institutionalize the power of public unions in such a manner as to leave competing groups in the political process at a "permanent and substantial disadvantage."\textsuperscript{26} They give three reasons as to why this is possible. First, some of the services in the public sector are such that if there is any prolonged disruption the health and safety of the community would be endangered. Second, the demand for most governmental services is relatively inelastic, and "relatively insensitive to changes in price." Third, the extent to which the disruption of a government inconveniences municipal voters is a reason to fear a private sector transplant.\textsuperscript{27} It is a fact that politicians have made concessions to unions in order to prevent a strike.

\textsuperscript{25}Ibid., pp. 7-8, 29-30.

\textsuperscript{26}Ibid., p. 30.

\textsuperscript{27}Ibid.
which would inconvenience voters. This has been particularly true of politicians seeking re-election who felt vulnerable and feared possible retribution from voters at the polls. These concessions, sometimes extravagant, particularly in the case of New York City, have helped to bring about major financial problems. Wellington and Winters also adamantly claim that it is not simply the strike weapon that cannot be transplanted into the public sector. It is a combination of the strike and the typical municipal political process which also includes the usual methods of raising revenue. Allowing for the possibility that there are particular cases which make their model invalid, they do maintain that "the law regulating municipal bargaining must be flexible and tailored to the real needs of a particular municipality." 28

The major differences in public and private sector bargaining, as viewed by Thomas M. Love and George T. Sulzner, are enterprise structure and pressure tactics. In terms of enterprise structures, effective power and authority in private enterprise are vested in management. In the public sector management shares its power with the legislature and judiciary. Also in the public sector some officials are elected and some appointed, politics may be partisan or nonpartisan, and several agencies may

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28 Ibid.
share in managerial decisions that affect workers. Love and Sulzner express extreme difficulty when trying to determine which political structure, council-manager form or mayor-council form, allows unionized public employees to exert the most influence. Edward C. Banefield and James Q. Wilson claim that city employees are likely to exert most influence in communities where reformed structures exist. Reformed political structures would include a council-manager form of government, nonpartisan elections and an at-large election system. On the other hand, they argue that city employees are likely to exert the least influence in communities which have unreformed structures, meaning, the structures include a mayor-council form of government, partisan elections and a ward electoral system. However, the effect of unreformed and reformed structures upon the political influence of city employees is not subject to agreement among political scientists. Robert L. Lineberry and Edmund P. Fowler pose opposite hypotheses from Banefield and Wilson. They maintain that city employees exert most influence in areas where the political structure includes a mayor-council form of government, partisan elections,

and a ward election system; and city employees exert least influence in communities where the political structure includes a council-manager form of government, nonpartisan elections and an at-large election system. Love and Sulzner indicate that an accurate determination of these views would be a significant finding. However, they do maintain that in private enterprise, decisions regarding bargaining and the authority for making these decisions are vested at the level of professional management, the experts on bargaining, and these decisions are not usually overturned at higher levels, whereas in government the decision structure is varied. Love and Sulzner maintain that in government, labor decisions may be made by the legislature, an agency in the executive branch, an elected official, a professional manager, a top executive officer or by a lower level labor expert. However, they indicate that it is not unusual for the locus of decision making to shift in response to political pressure from one level to another.

This shifting locus of authority in the decision structure of government is what the author sees as the difference between private and public sector bargaining.

30 Ibid., p. 21-22.
31 Ibid., p. 23.
In the private arena the bargaining authority is generally fixed.

Another area of concern for Love and Sulzner is the problem of making collective bargaining efficient in government particularly in the absence of considerable expertise, and lack of a stable locus of decision-making authority. Although ultimate policymaking authority regarding labor matters rests with the legislature, collective bargaining according to Love and Sulzner would seem certain to be inefficient if conducted by that group. They argue that the legislators usually lack the expertise and the time needed to devote to this important task. Thus, they support the move toward professionalizing the bargaining function in the public sector by hiring a skilled negotiator or developing skilled negotiators among existing government staff. However, they warn that although bargaining may become professionalized, the existence of a higher authority is a constant temptation to unions to circumvent the expert negotiators and attempt to deal directly with elected officials. This attempt to use

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32John F. Burton, "Local Government Bargaining and Management Structure" Industrial Relations 11 (May 1972): 130-131. Burton is in agreement with Love and Sulzner. He states that "bargaining requires a sophisticated negotiator who is aware of the forms and rituals of the bargaining process." He also calls for centralization of bargaining authority and he warns against superimposing collective bargaining or prebargaining management structures because of the problems of fragmentation.
political pressure on elected officials in order to undermine the position of the management negotiation is sometimes called "end run" lobbying. Love and Sulzner also warn that if either side is insincere the situation can easily be exploited. The union can play one element of the government against the other and government can disclaim authority and responsibility at all levels.  

Aside from the structural differences between the public and private sector, major differences, according to Love and Sulzner, exist in the pressure tactics used to support bargaining positions. Both sectors utilize the strike, the threat of strikes, publicity and threats by management to eliminate jobs or change working conditions. However the pressure tactics--lobbying, support for particular candidates for public office, and control over patronage--are either unique to the public sector or are not very directly related to the bargaining activities of private labor organizations.  

The authors maintain that a public employee in connection with a bargaining demand for better wages could engaged in a job action and lobby at the same time. They argue that only

33Love and Sulzner, pp. 23-27. "End run" lobbying was coined by Michael H. Moskow, J. Joseph Loewenberg and Edward C. Koziara in Collective Bargaining in Public Employment, Random House, 1970. They also coined the term "caron" lobbying which is similar in all respects to "end run" lobbying except it takes place after tentative agreement has been reached with the management negotiators.

34Love and Sulzner, pp. 20-21.
job action would be available to a private sector union during the bargaining period. They are not saying that private sector unions do not engage in politics. From a political view, since the locus of decision making may shift during bargaining from one level to another as a result of political pressure, the public employer could use this tactic successfully to negotiate a better agreement. The author concedes that for reasons that are not clear the most significant pressure tactic available to workers is viewed by many as the strike, perhaps because it is visible and dramatic. However, they argue that other pressure tactics are available and are more frequently used. Such tactics include news conference, placing advertisements in the media, conducting mass meetings and strike votes, threatening to strike, refusing to abide by the rules and slowing down the pace of production by strictly adhering to the rules. They maintain that the issues involved in public sector bargaining are usually central to the public interest and usually controversial, thus

the publicity generating techniques available to public labor organizations are likely to create greater pressure than they do when used by private sector unions. This means that there is a dual system of pressure tactics available to public employees—political and economic.35

Love and Sulzner are also critical of Wellington and Winter for giving what they consider to be oblique recognition to the dual system of pressure tactics available to public employees. They admit that the authors are indeed at odds with other academicians over the scope of sanctioned strike activity. They do allow the political system to enter into their considerations. However, they argue that the major flaw in their presentation is their view of "political pressure tactics as givens" and the fact that they see the strike as the major public policy variable. The authors contend that

this structures the analysis in a manner which is inconsistent with the existence of a dual system of pressure tactics. Such an analysis takes explicit account of the cost of strikes, but leaves out the cost or gains of lobbying and electioneering. We contend, therefore, that the public sector analytical model should treat political pressure tactics as variables and that efforts should be undertaken to develop better data on such tactics.

The scope of collective bargaining has been scrutinized by Paul F. Gerhart in terms of "real" and formal."

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36 Wellington and Winters hold that strikes in the public sector should be banned until steps are taken to protect the "normal" political process. They view the "normal" political process as being pluralistic, which assumes that political power is evenly distributed among all groups that compete in the political process. Thus, to allow one group to strike will put the other groups in the political arena at a competing disadvantage. The strikers would be allowed to strike and engaged in an additional method of political pressure denied to other competing groups. To support this view is to deny the fact that some groups do indeed enjoy a positional advantage to others in the political process.

37 Love and Sulzner, p. 25.
"Formal" scope involves the issues actually covered by the agreement and the "real" scope are those issues upon which there is joint decision making. According to Gerhart, most of the factors which influence the scope of bargaining in the public and private sectors are the same. These factors are: public policy (legislation pertaining to unionization); channels of influence and strength of the union vis-a-vis management. Gerhart, however, maintains that the application and relative importance of these concepts in the public sector are definitely at variance from the private sector. The greatest difference appears in cities without public policy guidelines. In these cities the informal channels of influence play a tremendous role. Gerhart believes the development of public policy or legislation pertaining to unionization on the local and state levels probably leads to greater similarities between the public and private sectors. He maintains that unions will always have access to politicians sympathetic to their views in the public sector. The public union's access to these sympathetic ears causes unions to rely more on informal "politics" or higher level legislation when formal negotiations at the lower level appears less fruitful. This independence on legislation will

prevent the scope of bargaining at the local level from achieving the breath or depth of the private sector.39

Clyde W. Summers' thesis is that public employee bargaining is a method of governmental decision making and should be viewed as a political process.40 In the private sector collective bargaining is a process shaped primarily by market forces and in the public sector collective bargaining is shaped primarily by political forces. Summers feels that the introduction of collective bargaining into the private sector restructures the labor market and in the public sector restructures the political process. He maintains that the choice for the public employers is

not whether public employee's wages and other conditions of employment are to be decided through the political process, but how that process should be structured to make the decision.41

It is true that decisions regarding terms and conditions of employment, whether they are made unilaterally by government officials or bilaterally by collective agreement, when made for public employees are political decisions. Although collective bargaining requires the development of new structures and procedures in the public sector, the decision making process remains political. Collective bargaining

39Ibid.


41Ibid., p. 1200.
is good in the public sector because it provides structure and a forum for rational discussion and accommodation by competing interests. It allows representative from government and the employees to make bilateral decisions regarding working conditions. However, the task to be accomplished is the restructuring of

not only collective bargaining but also the other governmental institutions and procedures so as to make them all fit together as an integrated political process.

One example of structural changes alluded to by Summers would be the need for local governments to develop a procedure which would allow input by union representatives in the budget-making process to the point where agreement or impasse is reached. Summers also reminds the researcher that the public employer is the public, the voters to whom elected officials are responsible. The public employer is made up of purchasers and users of city services and is motivated by economic considerations such as the desire to maximize services and minimize cost. On the other hand, the public employees' interest in higher wages and lighter workload conflicts with that of his employers' interest which is more services and lower taxes. Thus, as in private employment, the economic interests of the employee and employer are conflictual. 43

42Ibid.
43Ibid., p. 1159.
In summary, the bilateral model would restrict the exercise of management's prerogative to unilaterally arrive at decisions regarding wages and working conditions of employees subject only to the approval of the legislative branch. Instead, decisions regarding wages and working conditions of employees would be arrived at bilaterally by the union and city management in an orderly, rational manner. Academicians agree that the major difference between bargaining in the private sector and bargaining in the public sector is that private sector bargaining is privally shaped by market places forces and bargaining in the public sector is primarily shaped by political forces.

Multilateral Model

Although decision-making regarding working conditions in the public sector are usually determined by the unilateral or bilateral models, the literature on collective bargaining reveals a third model for decision making, the multilateral model. Collective bargaining is considered to be multilateral when more than two groups are involved in the process. Mediation and appeals for restraints do not constitute multilateral bargaining. Multilateral bargaining takes places when additional parties or groups participate usually on the fringe of the bargaining.

Kenneth McLennan and Michael H. Moskow, two early proponents of the multilateral model, point out that
multilateral bargaining varies among public employment jurisdictions and among different services within a jurisdiction. The extent of multilateral bargaining is dependent upon

the existence of an interest group structure, the scope of the bargaining, the perceived impact of work stoppage and, to some extent the bargaining tactics of the parties.  

When the public places considerable importance on the quality of service they receive, McLennon and Moskow indicate that well-defined interest groups develop. However, in order to influence bargaining, these groups must be in a position to impose a cost on the other parties trying to come to an agreement. The authors state that interest groups are more active in negotiations when the topic to be negotiated relates to their major goals. It behooves employer-employee groups to get the support of the interest group in an effort to garner community support.

The authors' theoretical model is divided into three stages: the Initial Probing Stage, the Hard Bargaining Stage and the Strike Stage. They view the interest group activity in the initial probing stage as being concerned mostly with the quality of the service. In the

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case of a conflict between teachers and government, one of the concerns of the interest group which they feel might have an impact on the quality of education for example would be class size. In the hard bargaining stage the interest group motives begin to shift to concern of possible interruption of services. Once the strike stage begins the interest group activity focus is generally directed toward ending the work stoppage.\textsuperscript{45} McLennon and Moskow predict that in the future when government officials rely on support from interest groups in the community to legitimize their position, "collective bargaining procedures established are likely to be transformed from bilateral to a multilateral process."\textsuperscript{46}

The multilateral model has also been discussed by Love and Sulzner. They feel if public structures consistently favor organized public employees, enormous pressure could be placed on "shadow parties." "Shadow parties" is the term coined by Love and Sulzer to refer to third party pressure groups who represent workers and other groups who are not included in the bargaining unit. By this they mean that these groups may become informally involved in the bargaining but not sign the agreement. An example of this, according to the authors, would be an

\textsuperscript{45}Ibid., p. 34.

\textsuperscript{46}Ibid., p. 40.
organization of principals not included in the bargaining unit which might be consulted during negotiation between a teachers' union and the school board over proposed change of the transfer rights of teachers. These shadow parties if pressured, could be provoked into requesting a more formal role in the collective bargaining process. Love Sulzner indicate that this "would undoubtedly complicate the bargaining process, as well as substantially change the nature of government itself." 47

The most elaborate of the multilateral models is presented by Thomas A. Kochan. Kochan presents a behavioral theory of the bargaining process in city government. He examined 228 cities that bargain with locals of the International Association of Fire Fighters to test the theory empirically. The basic thesis of his model is that "political and organizational characteristics of city government lead to the development of a multilateral bargaining process." 48 In other words, collective bargaining in the public sector often departs from the traditionally accepted bilateral model as various segments of the legislative and the executive branches, and sometimes citizen

47 Love and Sulzner, p. 22.

groups, become involved in the process. This is not to say that the multilateral process does not exist in the private sector. According to McLennon and Moskow the bilateral process in the private sector may become multilateral. They indicate that the use of the Taft-Hartley eight day injunction in some instances may have changed bilateral bargaining to multilateral bargaining.49

Kochan maintains that multilateral bargaining is most likely to occur when there is conflict among city officials involved in the bargaining decision-making, when management has a weak commitment to collective bargaining, when the political activities of the unions are intense, and when the unions use strike substitutes such as work slowdowns and picketing.50 According to Kochan, in order for bargaining to be bilateral, management officials who share in the decision-making process must act as a single unit "vis a vis" the union. When internal conflict exists within management, the officials can resolve their difference or present their interest separately to the union. When procedures exist which allow all relevant decision makers to commit themselves to a common position, Kochran argues that multilateral bargaining is less likely to occur. This procedure, which allows the

49 McLennon and Moskow, p. 33.
50 Kochan, pp. 525-542.
decision makers to develop a position concerning the procedural and substantive issues related to bargaining before the bargaining process is begun, is referred to by Hildebrand as the process of obtaining a "family understanding." When this coalesced position is not arrived at, internal differences are carried into the bargain arena. It is at this juncture that the conditions for multilateral bargaining have been fulfilled. Typically you can expect one faction of management to be favorable to the unions' demands or they may support a position which is counter to the union and to the designated management negotiators.51

Kochan also maintains that when management has weak commitment to collective bargaining, multilateral bargaining is more likely to occur. Although most cities have developed channels through which bilateral negotiations are to take place, this does not mean that all city officials will be equally committed to using these channels. Kochan agrees with Hildebrand when he suggests that the major reason for this aversion is that many elected officials are faced with role conflicts when they are confronted with the task of representing their constituents' interest and acting as a member of the management team negotiating with a union. Kochan also

51 Ibid., pp. 528-530.
indicates that the introduction of collective bargaining into government or any organization requires some shifting of the locus of decision-making which always bring about resistance.52

According to Kochan, political pressure tactics by unions can also produce situations of multilateral bargaining. Unions may induce government officials, whom they believe to have interests similar to their own, to actively represent their position in the management policy-making process. Unions need ready or easy access to city officials in order to apply political pressure. The most common way of gaining such access to politicians is to be instrumental in putting and keeping them in office. Hence, Kochan maintains that the more the local union is involved in the municipal electoral process and the greater its access to city officials, the more likely it is that multilateral bargaining will occur. Another concern of Kochan is the effect of pressure applied by unions when an impasse is reached in negotiations. Some of the tactics used are in the form of slowdowns and sickouts. Kochan states that the "pressure to assume their role as political leaders motivates city officials to respond by becoming active participants in bargaining when a visible impasse is reached in negotiations." This

52Ibid., p. 529.
takes place despite the fact that other channels may have been set to deal with the impasse.\textsuperscript{53}

The literature on decision-making in labor relations indicates that the bargaining process whether it is unilateral, bilateral or multilateral, is reflective of the nature of the relationship that exists between or among the varied groups involved in the bargaining issues. A major participant in decision-making in the public sector is the mayor. This is particularly true or the mayor-council form of government. Whether decisions are arrived at unilaterally, bilaterally or multilaterally, the process is influenced by the top administrator's agenda setting policy.

Agenda setting is simply the process used to determine what is going to be done. In the case of mayors, John P. Kotter and Paul R. Lawrence state that the agenda setting behavior may vary along one continuum. The agenda setting process at one end of the continuum may be "reactive, short-run oriented, individual, or part-oriented, continuous and sometime 'irrationally' unconnected."\textsuperscript{54} This description is very much akin to the "muddling through" model of decision-making described by Charles

\textsuperscript{53}Ibid., p. 530-531.

Lindblom and David Braybrooke. Lindblom and Braybrooke's definition of the disjointed-incremental process of decision making called "muddling through" is as follows:

It is decision making through small or incremental moves or particular problems rather than through a comprehensive reform program. It is also endless; it takes on the form of an indefinite sequence of policy moves. Moreover, it is exploratory in that the goals of policy-making continue to change as new experience with policy throws new light on what is possible and desirable. In this sense, it is also better described as moving away from known social ills rather than moving toward a known and relatively stable goal.\(^{55}\)

Kotter and Lawrence contend that at the other end of the spectrum or continuum the agenda setting process is "pro-active, middle to long range oriented, city-wide or holistic oriented, periodic and logically interconnected."\(^{56}\) This agenda setting process is said to be rational-deductive planning. The authors determined that a mayor who uses the muddler model follows a number one agenda setting process by concentrating on short-term goals and reacting to crises. By contrast, a number two agenda setting process tended to focus less on daily kinds of activities and more on monthly and yearly activities. Concentration however, is usually focused on projects that can be completed within a month to a few years at most. The number three agenda setting


\(^{56}\)Kotter and Lawrence, p. 58.
process goes further in the direction of proactive, long-
run, holistic, logically interconnected processes. Hence,
this type of agenda setting process does not eliminate
short run agendas. The number four agenda setting process
is the other extreme of the continuum previously mentioned.
Kotter and Lawrence, in their study on mayoral behavior
found no one to fit this pattern.$^{57}$

In order to evaluate the actions of the three mayors
which have helped to shape and determine the kind of re-
lationship that has existed from 1966-1976 between the
city of Atlanta and the unions, the Kotter-Lawrence models
of agenda setting will be utilized.

No-Strike Model v. Strike Model

Another area of concern expressed in public employee-
management labor relations literature is whether public
employees should or should not be allowed to strike. George
W. Taylor, a well known arbitration and labor relations
expert and the 1966 chairman of the New York State Gover-
nor's Committee on Public Employee Relations, expresses
the intent of the no-strike model in his declaration that
"Strikes are not the answer, new procedures are."$^{58}$

Wellington and Winters vehemently support the no-
strike model. They believe that if unions in the public

$^{57}$Ibid., p. 50-51.

$^{58}$George W. Taylor, "Public Employment: Strikes or Procedures," Industrial Labor Relations Review 30
(July 1967):636.
sector are able to withhold labor, as well as to employ the usual methods of political pressures, they may indeed possess a disproportionate share of effective power in the process of decision-making. The authors are also at odds with John F. Burton and Charles Krider's view of essential services and their strike model. Education is considered to be a non-essential service according to the Burton-Krider strike model. However, Winters and Wellington view a service to be essential in terms of the extent to which the deprivation of the service inconveniences the voters. For example, they argue that a teacher strike may not endanger public health or welfare; however, it may seriously inconvenience parents and other citizens, who as voters, have the power to "punish one of the parties--and always the same party, the political leadership to the dispute."\(^{59}\)

In summary, Wellington and Winters maintain that in the cities, counties and states there are other parties with needs as pressing as those of public employees.

Such claimants can never have the power the unions will win if we mindlessly import into the public sector all the collective bargaining practices developed in the private sector.

Make no mistake about it, government is not "just another industry." 60

George H. Hildebrand also supports the No-Strike Model. He believes that the banning of strikes in the public sector does not remove the possibility of disputes. Therefore, mechanisms should be devised by which disputes can be solved. Hildebrand recommends "Fact-Finding with Recommendations" as the technique that should be used to avoid a strike once an impasses has been reached in the negotiations. Fact finding is a means of airing the basic issues. Fact finding with recommendations is a "way to redirect the pressure of opinion while providing [Lawmakers with] the guidance they need..." 61 Hildebrand also considers fact finding with recommendation to be desirable because it allows lawmakers to remain responsible and accountable for the final decision which is "in keeping with the principles of representative democracy." 62

The Advisory Commission on Intergovernmental Relations Report also adamantly opposed the strike model. However, it does provide many other methods for solving disputes than the Hildebrand proposal. The Commission states:

61 Hildebrand, p. 147.
62 Ibid.
To condone strikes is to facilitate disruption of essential public services which ultimately could bring government to a standstill. To condone strikes is to sanction putting the government employer...at the mercy of his organized workers. To condone strikes is to permit undermining the authority of government at a time when a growing majority of the American electorate feels that the symbols of government authority--if not the substance--are tattered and in need of mending. To condone government employee strikes is in the final analysis, to reduce government to the level of just another corporate unit within our pluralistic society, and this is not conducive to a meaningful assessment of the nature, purpose, and basic functions of government in a democratic, representative system.  

Responding to those who argue that in the area of strikes the experience of the private sector is wholly relevant, the Commission argues that bans on strikes do not make public employers "second-class citizens." The bans simply recognize the "unique character and mission of the government." Meaningful dialogue is not produced by threat of strikes but rather is based upon procedures which effectively guide labor-management talks and produce peaceful resolutions of disputes. The Commission recommends that State labor relations laws provide for an "arsenal of weapons" such as mediation, fact-finding and advisory arbitration in order to avoid deadlocks. The "procedural mechanisms and strike are different means of acquiring the same ends, and the Commission is opposed to the latter.

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63 Advisory Commission on Intergovernmental Relations, p. 97.
The ends are improvement of terms and conditions of employment." 64

The Commission also took issue with the question of a limited right to strike for "nonessential employees," by arguing that "objective criteria to determine the occupational categories which are "essential" and "nonessential" would be difficult to develop and next to impossible to implement. How would one go about specifying the conditions by which an occupation is "nonessential" and determining how long a strike by such employees could be tolerated? Another consideration is the "adverse psychological impact an employing agency would create when it tells certain groups of its employees that since they are nonessential they may strike." 65

The Twentieth Century Fund Task Force on Labor Disputes in Public Employment was divided on the question of the strike. Some members felt that there should be a blanket prohibition written into law barring strikes of any kind by public employees. According to this group, employees of the government had committed themselves to government services which should not be interrupted because of their dissatisfaction with working conditions. Moreover, to permit public employees to strike and disrupt the function of government was to "undermine"

64 Ibid., p. 97.
65 Ibid.
government. In this regard, those persons opposed to the strike weapon believed alternatives to the strike should be used to solve disputes. Suggested alternatives were: the solving of disputes by negotiations, mediation and fact-finding. This group supported the use of prohibitive penalties to discourage strikes.66

Those members of the Commission sympathetic to the strike model maintain the following:

Equity and fairness require that public employees have the opportunity to strike when the government authority with decision-making power refuses to accept the recommendations for settling a dispute that have been made by fact-finders.67

If public employees strike after fact-finding recommendations have been rejected by the employer, then a strike can occur and the courts would decide on a case-by-case basis whether the strike has created an emergency and whether it should be enjoined. Penalties would be meted out if the injunction was defied.68

Raymond Horton maintains that arbitration which has been suggested as the solution to prevent strikes may be less objective than is generally assumed. In point of

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67Ibid.
fact, arbitrators are "political actors." The arbitration profession is dominated by lawyers who are seldom trained in economic analysis which is often a requirement in interest arbitration cases. In order to meet these problems, Horton recommends limiting the use of interest arbitration in the public sector. He advocates the proscription of strikes by firemen, policemen and other public employees who are subject to the injunction process in emergency situations. In these cases his proscription is that "interest arbitration be provided as a final step in the impasse process."69 However, in situations where there are no threats to health or safety, "public employees should be permitted to strike and impasse procedures short of binding arbitration, such as mediation, may be desirable."70

Sterling D. Spero firmly believes that the slogan "one cannot strike against the government" should be questioned. It is not logical for the government to guarantee the right to strike to certain workers who are private employees and deny it to public employees.

If it is not the convenience and welfare of the community but the continuous functioning of the public services which justifies anti-strike policy for public employees then it should be noted that strikes by private

utility or transport workers could interfere with the operations of government as directly as strikes by government employees. 71

However, Spero does not view the strike as the most significant weapon in the American public service. The most effective substitute for the strike in government service is the use of political power by employees. 72

Jack Stieber's strike model supports the use of mediation and fact-finding. However when these procedures have failed, the strike can be implemented.

Too often the strike in public employment has been treated as an unmitigated evil to be exorcised rather than the symptom of a malady which needs treatment. 73

In regard to the "essential services" dispute, Stieber believes that the

essential service argument is indisputable with respect to policemen, firemen and prison guards. However the question of what other services are "essential" runs into a problem. 74

Stieber quotes a statement made by Professor Myron Liberman:

Schools are closed for summer, Christmas, Easter, and Thanksgiving vacation, for

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72Ibid.


74Ibid., p. 81-82.
football games, basketball tournaments, harvesting, teachers' conventions, inclement weather... and for a host of other reasons without anyone getting excited over the harm done to children. 75

If this is true, Stieber argues, why not for strikes to protest teacher grievances or to achieve legitimate demands in collective bargaining. He fails to indicate that the aforementioned school closings are always short term and time bound. This obviously would not be true for a teacher strike which in some cities have lasted for months. Stieber feels that there are too many differences in opinions in terms of essentials with regard to garbage collection, water works, public utilities, hospitals and other government services. Therefore, he concludes that the best way to put the argument to rest would be for a "few states to prohibit strikes in certain specified 'essential' services, but not in others." 76 Thus he fails to indicate specifically who will decide what criterion should be used to determine essential and nonessential services.

Summary

Despite the dispute over whether collective bargaining in the public sector should or should not take

75 Ibid., p. 81-82.
76 Ibid.
place, most states have followed the direction of the Advisory Commission on Intergovernmental Relations and established relevant statutes in order to bring a semblance of order to the seeming chaos in their labor-management relations. Hopefully, those states like Georgia that cling to the unilateral theory of decision making will choose to enter the twentieth century.

In regard to strikes by public employees, there is still strong public support for the non-strike model. Scholars are still at odds regarding the issue. Nevertheless, an increasing number of strikes are taking place without benefit of legal authorization and with minimal penalties. This may possibly indicate a developing public tolerance for strikes or a greater disrespect for the law. In 1970 states like Hawaii and Pennsylvania enacted statutes which allow certain public employees to strike. Whether this will be a trend or not will depend upon whether the legal strike provisions prove to be disastrous. If they do not, it may be reasonable to expect expansion of the right of certain employees to strike after impasse procedures have been exhausted.

Moreover, the status of collective bargaining in the public sector is also dependent upon the methods of raising revenue. The American taxpayer is about to revolt. The case of New York City, and the belief by many that part of its financial crisis was brought about
by unreasonable union demands, will probably be used by many public officials in the future to deny public employee unions certain benefits. In all certainty, the health of the economy will determine the progress of collective bargaining in the public sector.

The research in the following chapters addresses the questions posed in the introduction by analyzing the decision-making models used by the various Atlanta administrations between 1966-1976 to deal with their employee-management labor relations. Since Georgia has not adopted a legal model which would make for an orderly approach to labor relations, the Atlanta policy of decision-making could be expected to focus on the traditional or unilateral model. However, due to the nature of the relationship over the years with public employee unions, at times aspects of the bilateral and multilateral methods of arriving at decisions will be used.
CHAPTER II

THE IVAN ALLEN, JR. ADMINISTRATION
1966-1969

Ivan Allen, Jr. served Atlanta as mayor from 1962-1969. However, his involvement in politics began as early as 1936 when he campaigned for the election of Ed Rivers as Governor of Georgia and became treasurer of the State Hospital Authority. Born the only son of a successful Atlanta businessman, he became president of his father's company, Ivan Allen Office Equipment Company, and by 1960 was considered a "typical member of the Atlanta establishment."¹ Politics in the city was dominated by businessmen and the view that in Atlanta "men of independent decision" are few and, almost without exception businessmen," was becoming an accepted interpretation of Atlanta politics. Thus it was by design that the Allen administration sought to carry out programs that he developed when he was Vice-President of Atlanta Chamber of Commerce from 1959-1960. The program was based on six points: expansion of the expressway system; urban

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¹John P. Kotter and Paul R. Lawrence, Mayors in Action (New York: John Wiley and Sons, 1974), pp.143-144.
renewal; the construction of an auditorium-coliseum and a stadium; planning of a large-scale rapid-transit system; keeping the public schools open and "Forward Atlanta," a program which was initiated to spread the story of Atlanta to the nation. Despite this grand design, the Administration had to face the unexpected racial strife which struck most cities during this era, as well as labor problems involving municipal employees.

In their analysis of mayors, Kotter and Lawrence found Ivan Allen to be a mayor with a number three agenda setting process, meaning that he engaged in long-range, holistic planning. However, their analysis does not consider Allen's labor relations policy which was crisis oriented and involved short-range planning. His policy in this area actually fits Lindblom's "muddling through" model. Allen has stated that labor relations were not among his priorities. In his book, Mayor! Notes on the Sixties, Allen chronicles the events of his Administration, and scant attention is given to labor matters. His only reference to labor is included in a paragraph that he casually refers to the 1966 firefighters strike.

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3Kotter and Lawrence, pp. 143-174.

4Ibid.
In spite of the low priority given to labor, Allen and members of his Administration had opinions about public unionism. They dealt with three strikes by municipal employees between 1966 and 1968, and participated in discussions with the unionized employees regarding wages and working conditions.5

Allen has expressed the view that he was, and is, a "strong supporter of collective bargaining...it is a genuine right and a protected right."6 However, during his Administration, he did not initiate legislation which would set up guidelines for an orderly bargaining procedure with the union. Instead he engaged in what John F. Burton, Jr. considered to be a common initial response made by most local governments to public unionism. He simply imposed "a system of collective bargaining on the existing structure of authority with little or no modifications."7 This thesis will be further developed elsewhere in the chapter.

The Administration also expressed strong views about which city employees had the right to strike. According to Allen:

Protective forces of a city have to accept an obligation in which they sacrifice certain

6Interview with Ivan Allen, Jr., Former Mayor of Atlanta, Georgia, 25 January 1977.
personal rights in order to sustain that position, definitely they have to give up the right to strike.8

Allen was specifically referring to the firemen and the police. His views reflect those expressed in labor relations literature that fire and police services are essential and persons engaged in providing these services should not be allowed to strike. These views underlay Allen's labor relations policy.

In a 1968 speech at a meeting of the Directors of Personnel, in Jacksonville, Florida, Carl T. Sutherland, longtime Director of Personnel for Atlanta, presented the view of the city regarding labor matters. He noted that day was a day of organization.

Because Atlanta's relations with its organized employees for the most part have been so satisfactory, and since the unions already have most of the benefits for which they customarily strike, many of which are locked in by our Civil Service Law, we have not felt the need for formal bargaining procedure.9

Essentially, his message was that the city officials of Atlanta listen to and welcome the recommendations of the "enlightened" union leadership.10

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8Ivan Allen Interview.


10Ibid.
Organization and Membership

AFSCME has existed as an organization in Atlanta since 1936. In August 1936, a temporary charter was granted to a small group of city employees. This group was chartered as Local No. 1117 of Government Employees, affiliated with the American Federation of Labor. In October 1936, the American Federation of Labor set up an international union known as the American Federation of State, County, and Municipal Employees, and this local came under their jurisdiction. Local No. 1117 was re-chartered as the Atlanta City Employees Local No. 4. By 1966, AFSCME had several locals which represented city employees. According to an intraunion memorandum the names and the jurisdictions of Atlanta Employee groups were as follows:

LOCAL 4

NAME: Atlanta, Georgia, City Employees, Local 4

JURISDICTION: All those employees of the City of Atlanta, Georgia in the following city departments: City Hall, Auditorium, Library, Aviation, Building Inspection, Personnel, Planning, Pensions, City Clerk, Tax Assessor, and Traffic Court, except those within the jurisdiction of Locals 20 and 359.

LOCAL 20

NAME: Atlanta and Fulton Counties, Georgia; Boards' of Education Employees, Local 20

11Facts about Atlanta City Employees Local No. 4. (Atlanta, Georgia, 1941), AFSCME Local 1644 Files, Atlanta, Georgia.
JURISDICTION: All non-instructional employees of the Boards' of Education in Atlanta and Fulton County, Georgia.

LOCAL 359

NAME: Greater Atlanta, Georgia, Metropolitan Area Water Department Employees, Local 359

JURISDICTION: All Water Department employees in Fulton DeKalb, Cobb, Clayton and Gwinnett Counties, Georgia, except those employees within the jurisdiction of Local 1376.12

LOCAL 797

NAME: Greater Atlanta, Georgia, Metropolitan Hospital Employees Local 797

JURISDICTION: All hospital employees in Fulton, DeKalb, Cobb, Clayton and Gwinnett Counties, Georgia.

Notwithstanding, only three of these, Locals 4, 850 and 359, were directly affiliated with the city. In November 1968, AFSCME reorganized and Locals 850, 359 and 797 became Local 1644. Local 1644 was divided into three Chapters: Grady Memorial Hospital Employees; Atlanta/Fulton County Boards of Education; and Atlanta Maintenance, Sanitation and Water Department Employees. Local 4, composed of employees in City Hall, remained independent.

The International Association of Fire Fighters Local 134 received its charter in 1918.13 Since that time it

12 "Clarification of Names and Jurisdiction of Atlanta, Georgia Area Local Unions and Council," June 1966, AFSCME Local 1644 Files, Atlanta, Georgia.

13 Interview with William Hunter, President of IAFF Local 134, Atlanta, Georgia, 22 March 1977.
has continuously represented those members of the city's Fire Department who choose to be members.

The Allen administration never questioned the right of city employees to join the union. It was a policy dating back for decades and each Administration continued some kind of relationship with organized labor. According to Carl T. Sutherland, Director of Personnel 1939-1970, the relationship could usually be described as one of "mutual respect." In spite of the fact that there was no formal policy, within the Fire Department it was informally assumed that union membership was available to firemen between the ranks of private and captain. It was generally accepted that AFSCME could represent all other city employees except supervisors and above, and police. Despite the "common law," there were examples of people being promoted to supervisory positions who were allowed to continue their union membership because the city's "policy" was not enforced.

**Dues Checkoff**

In order for a union to build a financial base, dues checkoff is necessary. Dues checkoff is considered to be the life blood of a union. Never before nor during

14 Interview with Carl T. Sutherland, Former Director of Personnel, Atlanta, Georgia, 31 January 1977.

15 Interview with Carl Paul, Deputy Director of Personnel, Atlanta, Georgia, 5 April 1977. Most of these persons were members of the union before they were promoted to supervisory positions.
the Ivan Allen, Jr. administration had IAFF Local 134 asked for dues checkoff. Local 134 members were apparently satisfied to pay their dues by hand monthly to station captains when house dues were collected.\footnote{16Hunter Interview.} AFSCME had requested and received dues checkoff in an ordinance passed by the Board of Aldermen March 18, 1959, and the ordinance continued in effect throughout the period of the Allen administration. The ordinance was very general. It simply authorized the city comptroller to deduct from the salaries and wages of each city employee such sums as may be authorized by the employee to cover monthly dues of the Atlanta Federation of City, State, County and Municipal Employees' local unions.\footnote{17Atlanta, Georgia, "An Ordinance Authorizing the Comptroller to Deduct from the Salaries or Wages of Each City Employee Such Sums as May Be Authorized by Such Employees to Cover Monthly Dues of the AFSCME Locals to Pay the Sum So Deducted Over to the Treasury of the Council of City Employees' Local Unions," (18 March 1959).} This was the general procedure as spelled out in the ordinance. There were no stated restrictions as to who could request checkoff it was simply limited to AFSCME members.

**Representative Status**

The city had no procedure for certifying or selecting unions. Nor were there any formal procedures for recognizing a particular group. The city's position under
Ivan Allen was that it was always willing to talk to any group which claimed to represent employees or talk to any individual who had a problem. Thus in the case of firemen the only procedure used to arrive at informal recognition of a particular union was a claim by that union to represent the firemen. This was evidenced in the Allen administration by the relationship which developed between the city and the rival fire fighters union, Local I Atlanta Fire Fighters Independent.

Other than the dues checkoff ordinance and authorization cards signed by AFSCME members which allowed dues deduction, no other formal procedure between AFSCME and the city existed. On June 15, 1966, Joseph Jacobs, attorney for District Council 14, AFSCME, informed Mayor Allen in a letter dated June 15, 1966, of the union's desire for a collective bargaining agreement. The Council requested that the city appoint an "authorized committee to commence bargaining sessions with the District Council 14 of AFSCME as early as possible." The letter refers to the relationship between the city and the American Federation of State, County and Municipal Employees of over a twenty year period as "pleasant" but stated there were "problems" yet to be solved. This "problem" was the

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18 Ivan Allen Interview.
19 Joseph Jacobs to Ivan Allen, Jr., 15 June 1966, AFSCME Local 1644 Files, Atlanta, Georgia
desire of the union to develop a "contractual relationship" with the city.

A city the size of Atlanta no longer can afford to resolve differences which might arise between the city and its employees without developing and orderly procedure that would be spelled out in a collective bargaining agreement.20

The Mayor responded to Joseph Jacobs' request in a letter dated June 29, 1966. The Mayor indicated that he had been with the city the entire twenty years referred to in the letter, and noted that the union had "had a pleasant relationship with the city for a long time."21 The Mayor also stated that the resolving of differences between the city and its employees has been difficult in the past. The Mayor and Board of Aldermen have always been sympathetic to the salary needs of city employee benefits.22

The Mayor then reaffirmed the city's position which implied a willingness, on his part, to preserve the existing system and avoid innovation and change: "We shall be pleased to continue to work as we have in the past with AFSC & ME, [sic] AFL-CIO."23 As a result of the persistent agitation

20Ibid.

21Ivan Allen, Jr. to Joseph Jacobs, 29 June 1966, AFSCME Local 1644 Files, Atlanta, Georgia.

22Ibid.

23Ibid.
by AFSCME officials and Joseph Jacobs, AFSCME's attorney, the city issued a statement regarding the status of the Union. Carl T. Sutherland on August 19, 1966, said that he had received the permission of the Personnel Board to issue the following statement relating to the union which the union was "privileged to use in any way" it saw fit.

The city of Atlanta Personnel Board has dealt with representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO, for more than 27 years.

This Union through its local unions represents employees throughout the City government. In their efforts in behalf of City employees they never have sought benefits for their members alone but always have worked for the welfare of all City employees.

The relationship between the Personnel Board and this union always has been maintained at a high level. The Board will continue to recognize this Union and its affiliated local unions as representatives of City employees, exclusive of firemen and policemen.24

AFSCME interpreted this declaration as a formal recognition because it was in written form and it stated that the Union was recognized as a representative of city employees. Nonetheless, the city interpreted its policy to be one of informal recognition because no contractual or binding agreement existed between the two parties. The city also contended that is relationship was informal because it gave

24Carl T. Sutherland to Joseph Jacobs, 19 August 1966, AFSCME Local 1644 Files, Atlanta, Georgia.
all employee organizations or groups the right to consult with management regarding the terms and conditions of employment.

Collective Bargaining and Formal Administrative Machinery IAFF

The mechanisms used by the city to deal with labor problems in the Fire Department could best be described as ancient. Before 1969, firemen were not privy to grievance procedure. Unilateral decision making without labor or employee input was standard procedure. A rank and file fireman was supposed to take his grievance to the captain in command of his station. If he found no relief there, he could appeal to his battalion chief. If no satisfaction was available at that level, he could petition for a redress of his grievances to the Chief of the Fire Department. The last step involved an appeal to the Aldermanic Board of Firemasters which set policy for the Fire Department. If a fireman was dissatisfied with the Board of Firemaster's decision, he could appeal through the court system. This procedure appears on the surface to be workable and functional. Nevertheless, it posed problems for the firemen who were supposed to utilize it because the procedure was not put in writing. Those who were aware of the procedure were prevented from following it.

25 Interview with Chief James I. Gibson, Atlanta Fire Department, Atlanta, Georgia, 8 February 1977. See also Hunter Interview.
because of both fear of the supervisors\textsuperscript{26} and racial discrimination which was practiced by most white firemen and officers toward Black firemen.\textsuperscript{27}

The Allen administration's position was that labor matters should be solved at the department level. But in practice the locus of authority constantly shifted from one committee to another. The procedures used did not allow for the development of a holistic labor policy because of fragmentation in authority. No one person or group was responsible for labor matters. The non-financial labor-related matters in the Fire Department were to be handled by the Aldermanic Board of Firemasters, while financial concerns were to be handled by the Aldermanic Finance Committee. Hence, the decisions regarding firemen in terms of working conditions and wages were made by the Department, the Appropriate Aldermanic Committee and, if ordinances were necessary, by the Board of Aldermen and the Mayor. As part of the ongoing process, Local 134 IAFF was allowed to make suggestions and present formal proposals (See Table 1).

Between 1966 and 1969, the relationship between Local 134 and the city can be characterized as follows: the local was loyal to the city and the city was paternalistic

\textsuperscript{26}Interview with an Atlanta fireman, Atlanta, Georgia, 8 February 1977.

\textsuperscript{27}Interview with William Hamer, Atlanta Fireman and President of Brothers Combined Social Club, Atlanta, Georgia, 6 April 1977.
TABLE I

LABOR RELATIONS FLOW CHART
FOR FIREMEN 1966-1969

MAYOR

↑

BOARD OF ALDERMEN

↑

ALDERMANIC FINANCE COMMITTEE

↑

ALDERMANIC BOARD OF FIREMASTERS

↑

DEPARTMENT HEAD

↑

LOCAL 134

↑

FIREMEN

toward the local. The basis for the nature of this relationship is grounded in the 1966 strikes involving the firefighters and discrimination within the department toward Black firemen.28

In 1966 the firefighters went on strike in June and September. In both instances one hundred or more of the men (25 percent of the membership) in Local 134 remained on their jobs. The strikes caused a grave split in the firemen's ranks and Local 134 almost disintegrated. To this extent, the unions close relationship with Chief

28 Chief Gibson Interview.
Hildebrand and later Chief P. O. Williams could probably be attributed the Union's weakness as well as its need to survive.

From 1967 to 1969, the Local requested increases in wages and restoration of "seniority rights" lost in the September 1966 strike. They never broached the subject of grievance procedure which the more viable unions were requesting. This demand was left to the Black firemen who had virtually been excluded from membership in Local 134 and had formed their own organization, the Brothers Combined Social Club. In 1969 the Black firemen began to push for changes in the department.

In 1969 the Fire Department was charged with discrimination in its operation and promotion practices. The Black firemen made this charge and their grievances were presented to the Board of Firemasters by the Reverend Sam Williams, Chairman of the City's Community Relations Commission. Their stated grievances were:

1. There are no black officers in the Fire Department.
2. Discrimination has been practiced in the selection of black drivers.
3. The hiring practices show discrimination against Negroes.
4. Sleeping accommodations in the Fire Stations are being maintained on a segregated basis.
5. Various Captains are enforcing different rules at some of the Fire Stations for Negro Firemen as against white Firemen.

29Hammer Interview.
30Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 12 May 1969. (Typewritten.)
6. Some Captains are complaining about personal appearance such as uniforms and Afro-American haircuts.
7. Negroes are being denied membership in the recreation club.
8. Discrimination is being practiced in promotion.31

The first or immediate reaction by the Fire Department to these grievances was the introduction of a "suggestion" form which Chief P. O. Williams began to disseminate with the approval of the Board of Firemasters. This form was circulated throughout the Fire Department in order to provide an avenue of communication directly to the chief from the employees on "worthwhile matters."32 Simultaneously, Chief Williams informed the Board of Firemasters that he had personally looked into each grievance and found no justifications for the complaint. However, he would continue to give special attention to the issues raised despite the fact that the organization was supposed to be dedicated to the improvement of working conditions for all firemen.33

Although Chief Williams had earlier denied any discrimination, in a letter to Mayor Allen dated August 15, 1969, he conceded the fact that he had been dealing with the Community Relations Council and had "accepted some of

31Ibid.
32Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 26 May 1967. (Typewritten.)
33Ibid.
their suggestions relative to eliminating some problems."34

It is evident that he was also attempted to smooth things over by making superficial changes when he stated:

We are in the process of re-writing the Rules and Regulations of the Atlanta Fire Department to eliminate any possibility of discrimination or the possibility of any officer over-reacting with authority...We would like to stress that any fireman who has grievances, has three methods by which to air them in this office: by completing a Form 52 (Special Request), go through the Company Officers and Battalion Chief or by use of a Suggestion Form available in all stations. Any justifiable grievance will be straightened out.35

Notwithstanding the lack of support from organized labor in the Fire Department and the cosmetic changes instituted by Chief Williams, the Brothers Combined organization continued to press for substantive change with legal assistance. At the September 29, 1969, Board of Firemasters meeting, the attorney and spokesman for the Brothers Combined Social Club appealed to the Board to accede to an impartial investigation of the charges of discrimination within the Fire Department. The Board members present were: W. T. Knight, Q. V. Williamson and Cecil Turner. A motion made by Q. V. Williamson and seconded by W. T. Knight, to take certain steps regarding

34 P. O. Williams to Ivan Allen, Jr., 15 August 1969, City of Atlanta Fire Department Files, Atlanta, Georgia.

35 Ibid.
the aforementioned grievances, was unanimously adopted by the members present (Jack Summers, the absent member of the Board, concurred later). The agreed upon procedures were:

1. /The/ promotions /should/ be deferred.
2. /The/ adoption of a new set of Rules and Regulations /should/ be deferred.
3. /The/ Community Relations Council /should/ be requested to make a thorough investigation of all complaints of the black Firemen and present their findings to the Board of Firemasters for their consideration and action.36

On December 29, 1969, Reverend Samuel Williamson presented to the Board the Community Relations Commission Report, The Grievances of Black Firemen. The Board accepted the report and passed it on the new Board of Firemasters (1970) for implementation. Among the Commission's findings and recommendations were the following:

The Department was making progress in the recruitment of black firemen; however, these efforts needed to be "substantially increased" (emphasis is by the Commission). The Department had 234 white officers; however, the city was in critical need of Black officers. The Commission discovered that in 1968 certain white firemen were permitted to attend special school for officers and had access to information not available to other firemen. For these reasons the Commission recommended that the present registry be discarded and there be no other firemen

36Atlanta (Georgia) Fire Department, Minutes of Meetings of the Firemasters, meeting of 29 September 1969. (Typewritten.)
from the present registry" (emphasis is by the Commission). Moreover, personal indignities directed toward black firemen and segregated sleeping arrangements should cease and all department personnel should attend a course in human relations. Black firemen should also be assigned in pairs, as a minimum, to each shift to prevent isolation treatment. In order to achieve some functional means by which firemen can express their concerns, a seven person grievance committee should be set up composed of three white and three black firemen and a seventh disinterested party from outside the department.37

In an attempt to solve the grievance procedure problem in house, Chief Gibson hurriedly initiated and issued a preliminary procedure in an attempt to form a Grievance Committee which was reported to the Commission October 28. Chief Gibson, when testifying before the Commission, stated:

we are moving to set up a grievance committee, and this committee will be composed of all our people, and we are going to give the black firemen representatives on this grievance committee whereby anybody who has a grievance can come by and let this grievance be known, and something will be done.38 (See Appendix A).

These efforts were not considered adequate. In early 1970, as a direct result of the Brothers Combined agitations,

37Community Relations Commission, "Report on the Grievances of Black Firemen, Atlanta, Georgia, December 1969. (Mimeographed.)

38Ibid. See Appendix A for the Fire Department's attempt to develop a procedure.
Grievance Procedure was implemented in the Fire Department (See Appendix B). The procedure was modeled after the suggestions of the Commission. Hence, the process was unilaterally drawn up by officials in the Fire Department, without input from Local 134 or Brothers Combined. The Commission had played the role of the third party in the multilateral discussion, and had succeeded in placing pressure on the Administration to initiate change. The Administration was obviously split on the question of discrimination in the department with the mayor and the majority of the Board of Firemasters supportive of change while the Chief of the Fire Department at first argued that the grievances were not justified. According to Kochan and Hildebrand, when management has not coalesced or developed a "family understanding" on the issue at hand, it is possible for multilateral discussions to develop. This was certainly applicable to the alleged discrimination in the Fire Department.

Local 134, still in shambles and clinging to racist practices, made no comments about the grievance procedure despite the fact that it signalled a significant improvement in working conditions. An example of the Local's

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attitude is exemplified by its actions at the Board of Firemasters' meeting on December 19, 1969, when the Commission announced its report. Local 134 presented what it considered to be a vital resolution which requested that a position of chaplain be created in the Atlanta Fire Department. This request was granted without fanfare.40

In addition to wage increases, Local 134 also pushed for the restoration of "House Seniority Rights."41 House seniority was lost by those who were rehired after the September 1966 strike. Firemen hired during the strike, many of them Black, had more seniority after the strike than strikers who were rehired despite the fact that some had been with the department for twenty years. This anomaly became a thorn in the side of much of the Local 134 membership which was overwhelmingly white. The Union was supported in its effort to regain seniority by Chief P. O. Williams, who was an obvious Local 134 sympathizer. At the July 28, 1969, Board of Firemasters meeting, Local 134's representative, Captain C. H. Ellis, pleaded with the Board to restore seniority rights. According to the Captain "one of the primary objectives of Local 134 was

40Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 29 December 1969. (Typewritten.)

41House Seniority was based on years of service in the Fire Department. One had a choice of station duties and vacation based on seniority.
seniority."42 Chief P. O. Williams had rewritten the Department Rules Book to include seniority Rights. However, the Board of Firemasters at the December 29, 1969, meeting ruled that "any member who is discharged, resigns or leaves the Department for any reason and is re-employed shall lose any house seniority he had as a result of prior service."43 Thus, the Board stood fast to its 1966 policy.

During the Allen administration, the formal labor relations machinery for the firemen progressed from an unwritten grievance procedure to a written one. However, this progress cannot be attributed to Local 134. The Local was essentially concerned with wage increases (which it requested yearly) and the restoration of house seniority. In 1967, Local 134 won the 56 hour work week. This achievement will be fully discussed later. The grievances presented by the Brothers Combined were highly publicized and marked the beginning of the open riff that has existed between Black and White firefighters to this very day.

Collective Bargaining and Formal Administrative Machinery AFSCME

Aside from the Department as an area for solving of labor problems, Mayor Allen set forth the policy of the

42Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 28 July 1969. (Typewritten.)

43Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 29 December 1969. (Typewritten.)
the city regarding its formal channel for labor relations in a letter to Joseph Jacobs. Jacobs had requested that the Mayor enter into collective bargaining with the Union in order to negotiate a contract. Allen, however, was of the opinion that the Civil Service Act was a "strong contract between the employees and the city government, the terms of which are spelled out in law." The mayor stated that wages, working conditions and fringe benefits were set forth by the city charter, and city ordinances adopted by the Mayor and the Board of Aldermen. It is the preference of the city government that the unions of the city speak for their members and make known to the city officials the desires, suggestions and aspirations of the employees. He further stated that the information provided by the union is

invaluable in enabling us to intelligently seek to improve the condition of our employees and to go to the public with the proper arguments in favor of increased taxation which continues ...to be the source of municipal income.45

The mayor stated that the Personnel Board and the Personnel Director are always available to meet with the unions' representatives and receive information concerning employee benefits. The relationship between the city and AFSCME has always been "most cordial" and he hoped it

44 Ivan Allen, Jr., to Joseph Jacobs, 29 June 1966, AFSCME Local 1644 Files, Atlanta, Georgia.
45 Ibid.
would remain that way. To this extent, the city's policy regarding labor matters which involved AFSCME was that information regarding their members be transmitted to the Personnel Department. However matters involving wages and hours of pay would be sent by the Personnel Board to the Mayor and Board of Aldermen.\textsuperscript{46} Hence, the labor relations flow chart would look like Table 2.

\textbf{TABLE 2}

\textbf{LABOR RELATIONS FLOW CHART}

\textit{IVAN ALLEN 1966-1969 AFSCME}

\begin{center}
\begin{tikzpicture}
  \node (mayor) at (0,0) {MAYOR};
  \node (board) [below of=mayor] {BOARD OF ALDERMEN};
  \node (finance) [below of=board] {ALDERMANIC FINANCE COMMITTEE};
  \node (personnel) [below of=finance] {PERSONNEL BOARD};
  \node (director) [below of=personnel] {DIRECTOR OF PERSONNEL};
  \node (afscme) [below of=director] {AFSCME};
  \node (employees) [below of=afscme] {CITY EMPLOYEES};
  \draw [->, thick] (mayor) -- (board);
  \draw [->, thick] (board) -- (finance);
  \draw [->, thick] (finance) -- (personnel);
  \draw [->, thick] (personnel) -- (director);
  \draw [->, thick] (director) -- (afscme);
  \draw [->, thick] (afscme) -- (employees);
\end{tikzpicture}
\end{center}

At each step in the procedure the union could present proposals, make appeals and use "end run" tactics when feasible.

\textsuperscript{46}Ibid.
This practice, according to John F. Burton, is the initial response by city governments to bargaining. The city discusses wages and working conditions with union representatives by using the traditional government apparatus. No changes are made in terms of authority for dealing with labor and no person is responsible for decision making.\textsuperscript{47} Rather, a myriad of departments and committees are involved and no one is responsible for making a binding decision. Therefore, everybody can engage in what Lupha calls "decision avoidance."\textsuperscript{48}

In a letter to the Mayor dated July 22, 1966, Joseph Jacobs expressed his concern about the "low wages and inadequate fringe benefits" being paid by the city to the classified employees represented by the Union.\textsuperscript{49} The sub-standard wages received by these employees, he asserted, could be rectified if the city would approve a 4 to 6 step wage increase beginning January, 1967. Following the city's policy as spelled out in a June 29, 1966 Mayoral statement, Jacobs requested that the union be advised as to when it could appear before the appropriate committees in order to make its request known.\textsuperscript{50}

\textsuperscript{48}Peter A. Lupsha, "Constraints on Urban Leadership, or Why Cities Cannot be Creatively Governed," in Improving the Quality of Urban Management, eds. Willis D. Hawley and David Rogers (Beberly Hills, California: Sage Publications, 1974), vol. 8, p. 610.

\textsuperscript{49}Joseph Jacobs to Ivan Allen, Jr., 22 July 1966, AFSCME Local 1644 Files, Atlanta, Georgia.

\textsuperscript{50}Ibid.
The Mayor responded to Jacobs' request promptly and informed him that his request had been forwarded to the Personnel Board and the Finance Committee and the Union would be prevailed upon for input at the time of 1967 budget preparations.51

Beyond the budgetary request, the Union also expressed concern with employee classification. During the 1966 fiscal year, the city had contracted the Public Administration Service (PAS) of Chicago, Illinois, to do a classification survey in order to develop accurate job descriptions for each of the different position levels in the classified services. The PAS survey also involved salary recommendations based on comparable classes of jobs in public and private sector employment.52 The PAS report, compiled in late 1966, was accepted by the Mayor and Board of Aldermen for implementation. Meetings regarding the report were held between the Mayor and AFSCME officials.53 The report recommended no raises for some positions, while for other 3 step raises or more were proposed. Approximately eighty percent of the AFSCME represented employees feel into the latter category. The

51Ivan Allen Jr. to Joseph Jacobs, 25 July 1966, AFSCME Local 1644 Files, Atlanta, Georgia.

52John Broadwell to Harvey M. Lincoln, 19 September 1966, AFSCME Local 1644 Files, Atlanta, Georgia.

53Ivan Allen Jr. to Albert I. Gross, 5 January 1967, AFSCME Local 1644 Files, Atlanta, Georgia.
Finance Committee, despite the PAS recommendations, proposed at least a one step increase for the former categories. However, AFSCME officials, were not satisfied and continued to push for more more. On February 23, 1967, Local No. 359 in a letter to the Mayor, Board of Aldermen, and Director of Personnel expressed a desire "to communicate to each of you the appreciation of our membership for the pay increase granted to us in January of this year." However, the group expressed a genuine concern regarding "a few inequities" in the PAS reclassifications. The group requested a meeting to discuss the matter and the Mayor referred them to the Personnel Board. There is nothing in the records to indicate whether or not a meeting took place. Notwithstanding, a letter from the Director of Personnel to the President of Local 359 indicated a willingness on behalf of the city to review the issue. Despite this apparent willingness, no concessions were made.

54 Ibid.
55 AFSCME Local 359 to Mayor Ivan Allen, Jr., Board of Aldermen and Director of Personnel, 23 February 1967, AFSCME Local 1644 Files, Atlanta, Georgia.
56 Ibid.
57 Ivan Allen, Jr. to B. F. Wages, 16 March 1967, AFSCME Local 1644 Files, Atlanta, Georgia.
58 Carl T. Sutherland to B. F. Wages, 16 March 1967, AFSCME Local 1644 Files, Atlanta, Georgia.
59 Interview with Carl Paul, Deputy Director of Personnel, Atlanta, Georgia, 12 April 1977.
Although the city officials discussed most matters regarding working conditions of employees with Union leaders, sometimes they failed to do so. Such omissions sometimes resulted in unexpected reactions by the employees affected. On November 21, 1967, there was a work stoppage by employees at the Hill Street Construction yard because they were told to work in the rain. Earlier the city had merged the Construction and Sanitation Departments and changed its policy regarding working on rainy days. Here-tofore, if a person in the Construction Department reported for work during inclement weather, the employee would receive a full day's pay for not working.60 In November 1969 the Board of Aldermen adopted and approved an ordinance to amend the previous policy. The new amendment was as follows:

Employees in the department of sanitary engineering classified in the general classification plan as equipment operators I and II, who report for duty and whose services are not required shall be paid a full day's pay. Such employees, however, shall be available for service until discharged for the day. Employees in the department of sanitary engineering classified in the general classification plan as laborer I, who report for duty and who are not required for work during the day, shall be paid a half day's compensation.61

In a memorandum dated October 26, 1967, Ray Nixon, the Director of the Public Works Department, had informed

60J. W. Giles, "Field Notes," 21 November 1967, AFSCME Local 1644 Files, Atlanta, Georgia.

61Atlanta, Georgia, "An Ordinance to Amend Chapter 21, Article 1, Section 21-22 and 21-23 of the Code of Ordinances," (6 November 1967).
Tom Landers, Supervisor of the Hill Street Plant, that beginning as of this date, it will be necessary that all of our personnel are to work on rainy days.62 This information did not filter down to the workers. Consequently, the decision, unilaterally arrived at by city officials with no input from union officials or affected employees was not taken lightly by the concerned parties. On November 21, many workers refused to work in the rain. Union officials sought to persuade the employees to resume work and appealed to Ray Nixon to reconsider the new policy. J. W. Giles, a union official, received a terse reply from Nixon. He was sent by mail a copy of the new ordinance and was told that it was "self-explanatory." Nixon attempted to soften the blow by reporting on the progress of an earlier union request for new heaters which had been ordered for the bullpen at Hill Street and for the Catchbasin Crew.63 Union officials then appealed the new policy to the Aldermanic Public Works Committee; however, the city made no concessions.

While the 1968 budget was being prepared, the Union presented its "wages and working conditions" package in resolution form to the Mayor on November 15, 1967.64

62 Ray Nixon to Tom Landers and Joe Boleman, 26 October 1967, AFSCME Local 1644 Files, Atlanta, Georgia.
63 Ray Nixon to J. W. Giles, 27 November 1967, AFSCME Local 1644 Files, Atlanta, Georgia.
64 B. F. Wages to Ivan Allen, Jr., 15 November, 1967, AFSCME Local 1644 Files, Atlanta, Georgia.
The Union prefaced its proposal with this comment which set forth its interpretation of the 1966 Carl T. Sutherland statement.

The Personnel Board of the City of Atlanta has formally recognized the American Federation of State, County and Municipal Employees, AFL-CIO as representatives of city employees, exclusive of firemen and policemen.65

The group then made the following request. A three step pay raise for all employees; increase of the car allowance to $100.00 for city employees who use their personal automobiles for official purposes; adoption of overtime pay at one and one-half times as the practice for all hours over 40 per week; provision of uniforms for all blue collar employees; city liability insurance for all employees while operating vehicles owned by the city; implementation of changes in longevity pay; and weekly payment for all day-rated employees working in city government.66 The request regarding day-rated employees had been made by the union on July 21, 1966.67 The Mayor, as usual, forwarded the request to the Finance Committee and the Director of Personnel.68 The proposals were presented by union officials to the Finance Committee November 27, 1967.69

65Ibid.

66Ibid.

67Michael Botelho to Milton Farris, 21 July 1966, AFSCME Local 1644, Atlanta, Georgia.

68R. Earl Landers to B. F. Wages, 17 November 1967, AFSCME Local 1644, Atlanta, Georgia.

69Charles Davis to B. F. Wages, 22 November 1967, AFSCME Local 1644, Atlanta, Georgia.
Several weeks later, by way of the media, union officials were informed of the city's intention of giving a one step pay increase. Albert Gross, Director of District Council No. 14, in a protest letter to the Mayor expressed shock and anger and made a mild threat. He wrote: The officials of the City of Atlanta could very well be jeopardizing labor peace with such a meager wage increase.\textsuperscript{70} Gross requested a meeting with the appropriate committees in order to solve the problem. The Mayor once again referred the request to the Finance Committee.\textsuperscript{71} In a pointed letter Milton Farris, Chairman of the Finance Committee, rejected the Unions' request to meet with the Committee on the grounds that the Committee had heard the Union's plea at the budget hearings and was "thoroughly familiar with the facts."\textsuperscript{72} Nevertheless, he did leave an opening for the union by adding that any additional information which the union might wish to present could be presented in writing for the Committees' consideration. Farris expressed surprise over Gross's attitude and somewhat paternalistically observed that "the present Finance Committee in granting the increase last year and

\textsuperscript{70}Albert I. Gross to Ivan Allen, Jr., 19 December 1967, AFSCME Local 1644 Files, Atlanta, Georgia.

\textsuperscript{71}Ivan Allen, Jr., to Albert I. Gross, 20 December 1967, AFSCME Local 1644 Files, Atlanta, Georgia.

\textsuperscript{72}Milton Farris to Albert I. Gross, 26 December 1967, AFSCME Local 1644 Files, Atlanta, Georgia.
again this year has done far more to improve salaries and wages for city employees than has been done in many years in the past." In an angry response, Albert Gross stated that Farris had in effect closed the door to any further meetings between the union and the Finance Committee. He then set forth the union's position.

On August 19, 1966, Mr. Carl T. Sutherland, Director of Personnel for the City of Atlanta, wrote a letter to Mr. Joseph Jacobs, Attorney at Law, and I quote in part, "The Board will continue to recognize this union and its affiliated local unions as representatives of City Employees, exclusive of firemen and policemen." In view of this fact, in the future, we would appreciate your showing us the courtesy of advising us of your actions pertaining to Wages, Hours, Working Conditions, and other Conditions of Employment of City Personnel. While it is true, there is not a binding contract between the City of Atlanta and this Union, we are convinced that our union plays a moral and responsible role in your labor relations. If we are to play our role well, it would be to the best interest of the City of Atlanta and our members if we are properly informed. It is very difficult to get a true picture of the City's intentions when we get our information piece-meal from the news media, from our members, and through the grape vine. We would be most grateful if you would use your influence to correct this procedure in the future. If you would be kind enough to do so, we would appreciate your officially advising us of the City's position on each item presented to the Finance Committee public hearing on the budget recently by Representative, J. W. Giles, of this organization.

Having the advantage, Farris waited until April 17, 1968, to reply to Gross. As requested, he took up the

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73 Ibid.

74 Ibid.
proposal step by step. The request for a three step salary increase was not granted. A three step increase had been approved in 1967; however, on January 2, 1968, the Board of Aldermen approved a one step increase, as had been predicted by the media. After some deliberation, the city decided not to grant a flat $100.00 automobile allowance per month for employees using their personal automobiles for city business. Instead, each employee who was required to use his personal car for city business would be directly compensated for specific costs involved. With regard to overtime pay for work in excess of 8 hours per day at 1-1/2 times the regular salary rate, the Board would seek to make uniform overtime payments to all employees. Farris further indicated that the city was not able financially to grant two and one-half times the regular rate of pay for holidays nor was it financially able to furnish liability insurance to any and all employees while operating city owned vehicles. The request to reverse the longevity ordinance was partially granted: "We did amend our program to give longevity increases to employees who have been employed 20 to 30 years and have not heretofore benefited from the program." The request that uniforms be furnished to all employees except white collar workers was implemented, with the exception of a few park

75Milton Farris to Albert I. Gross, 17 April 1968, AFSCME Local 1644 Files, Atlanta, Georgia.
employees. The city also implemented the request to pay all day rate employees on a weekly basis for the Sanitary Division. Mr. Farris then concluded his report:

> I want to express to you our appreciation for your interest in the city employees and bringing to our attention the employees' viewpoint of the matters presented. We expect to do all we can to further improve the compensation and working conditions of the city employees at every opportunity.

Despite the persistent complaint of the union that the city should provide city owned vehicles and despite the support of the proposal by Carl T. Sutherland (who was of the opinion that the union recommendation was valid and would assist the city in its recruitment efforts), the Finance Committee, under the Allen administration, always found the proposal too expensive.

Although Farris had already informed the union of the city's position on the 1967 union proposal, the union received more information regarding improved working conditions from Carl Sutherland on July 2, 1968.

> I think you will be pleased to know of certain recommendations made by Messrs. Ray Nixon, Ralph Hulsey, and me to the Mayor and Board of Aldermen

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76 Ibid.
77 Ibid.
78 Carl T. Sutherland to Ivan Allen, Jr., 12 July 1968, AFSCME Local 1644 Files, Atlanta, Georgia.
79 Carl T. Sutherland to J. W. Giles, 2 July 1968, AFSCME Local 1644 Files, Atlanta, Georgia.
to improve the employment situation in the Sanitation Division of the Public Works Department and of action taken by the Mayor and Board of Aldermen on these recommendations.  

The recommendations which were approved consisted of the city providing four sets of uniforms yearly for waste collector drivers. The uniforms were supposed to be fitted and laundered by the employees. Money had been appropriated for the purpose of enlarging the Sanitation Division field offices so that all personnel could be accommodated in inclement weather; also, the number of latrines and bathrooms would be increased in these areas. In order to deal effectively with employee grievances, three Field Personnel Assistants would be employed so that proper rapport could be established with the employees.  

The union's response to the great news was that it was "pleased to know of the efforts expended." The union, never satisfied, continued to present its proposals for improvements in wages, hours and working conditions in the form of specific resolutions for the budget.  

Other than the Aldermanic Committee structure, the union met often with Personnel Department officials to

80 Ibid.  
81 Ibid.  
82 J. W. Giles to Carl T. Sutherland, 10 July 1968, AFSCME Local 1644 Files, Atlanta, Georgia.  
83 Ernest H. Steward, B. F. Wages and W. O. Bullard to Ivan Allen, Jr., 1 November 1968, AFSCME Local 1644 Files, Atlanta, Georgia.
settle their members' grievances. Such grievances were frequently settled at this level and at the departmental level. The employee was usually reinstated prior to an appearance before the Personnel Board.84

The union was from time to time called upon to discuss its position on changes in working conditions, and was given an opportunity to register approval or disapproval of new ideas and proposed changes presented by the city. An example of this process is glimpsed in a letter from J. W. Giles to Carl Sutherland regarding a meeting on the proposed sick leave and vacation changes. The union was partially satisfied with the consultation on the subject and proposed that they be continued. Giles also took the opportunity, in an August 15, 1968 memorandum, to state once again the unions' position on the status of labor relations in the city: "In the interest of improving labor relations...it is going to be necessary to enter into collective bargaining in the immediate future."85 At this time, such a statement had become

84"Report of Director Albert I. Gross, Greater Atlanta Public Employees, District Council No. 14, AFSCME, AFL-CIO December 11, 1967 through January 5, 1968," AFSCME Local 1644 Files, Atlanta, Georgia. On December 27, 1967 the union officials held a conference with Mr. Weatherly of the Atlanta Personnel Department regarding Edward A. Hogan's grievance. As a result of this meeting Hogan was re-instated on December 28, 1967. The Director's monthly reports are sprinkled heavily with these kinds of actions.

85J. W. Giles to Carl T. Sutherland, 15 August 1968, AFSCME Local 1644 Files, Atlanta, Georgia.
standard procedure. However, a wildcat strike of sanitation employees on September 3, 1968 did bear fruit in the area of bargaining.

A major outcome of the strike was the fact that the city was forced to move in the direction of serious negotiations. For the first time the union presented its demands (as opposed to requests) to Mayor Allen directly. The Mayor agreed to a Letter of Intent and committed the city to a grievance procedure. During the months following the strike, the city officials and the union engaged in discussions. On May 15, 1969, a Statement of Policy on employee relations and Grievance Procedures recommended by the Personnel Director and approved by the Personnel Board was adopted in Resolution form by the Mayor and Board of Aldermen.\(^6\) The innovations contained therein were accepted by James Howard, President of Local 1644, and approved by the membership.\(^7\) For the first time in the history of Atlanta, a Memorandum of Understanding had been negotiated and signed by the City and AFSCME. Mayor Allen has referred to the Memorandum as a "Contract." However, he further stated that he agreed to the procedure "because it did not impose upon the city any

\(^6\) Atlanta, Georgia Adopting Official Statement of Policy Relating to Grievance Procedures and Other Conditions of Employment for All City Employees" Resolution (15 May 1969).

\(^7\) Ivan Allen, Jr., to James Howard, 15 May 1969, AFSCME Local 1644 Files, Atlanta, Georgia.
obligation that it didn't already have."88 (See Appendix B for Statement of Policy and Grievance Procedures). The Memorandum of Understanding, despite Allen's view, was not a contract because it was adopted as a resolution rather than as an ordinance and did not have the force of law, clearly indicating that the city had continued its decision-avoidance policy.

Informal Understandings

The records indicate that AFSCME officials played a dual role in terms of their relationship with the city. Aside from the formal channels used to improve working conditions, union officials also aided the city in its efforts to pacify and/or control the workers they represented as well as kept officials happy. There is indication of this in a February 15, 1968 memorandum from Robert H. Morriss, W. C. P. Enginner in Public Works Department to Giles, the local union representative.

We have agreed that the Atlanta Employees' Union will issue a memorandum and follow up with a firm policy which takes a strong against drinking on the job and misconduct growing from such drinking to the degree that the local union representatives and its members will support actions on the part of supervisory personnel of the City of Atlanta, leading to dismissal of employees for such conduct.89

88Ivan Allen, Jr. Interview.

89Robert H. Morriss to J. W. Giles, 15 February 1968, AFSCME Local 1644 Files, Atlanta, Georgia.
The union had a policy regarding drinking on the job, and Mr. Morriss requested a copy which the union granted. Not only did Giles send several copies to Morriss, he enthusiastically distributed over one thousand copies of the policy to AFSCME members. In a special memorandum to AFSCME members the union officials unequivocally stated their position about drinking on the job.

The records in the union office on grievances and appeals of employees before the Personnel Board make it very evident to the officials of your union that there appears to be a common practice of DRINKING ON THE JOB. This is to advise that your union cannot condone this practice which is, without question, against the principles on which organized labor was built. In view of these principles, we cannot continue to represent people who have been disciplined on this matter. After the City officials justify their accusations on such a charge, the union will forego any further support of any appeal on such a charge being under the influence while on duty. We are fully aware that this position will be criticized; however, we are also fully aware of our responsibility on this matter. Therefore, please take our advice, DO NOT REPORT FOR WORK UNDER THE INFLUENCE AND DO NOT DRINK WHILE ON THE JOB. This rule is absolutely necessary in order to maintain safe working conditions for those who are tempted to drink, as well as their associates and the public with whom they come in contact.

The union attempted to maintain an amicable relationship with Carl T. Sutherland, Director of Personnel. In

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90 J. W. Giles to Robert H. Morriss, 11 March 1968, AFSCME Local 1644 Files, Atlanta, Georgia.

91 "Matters Affecting Employees of the City of Atlanta Within the Jurisdiction of Local No. 4, Local No. 20, Local No. 259, and Local No. 850 for Period Covering: May 1, 1968 through May 31, 1968," AFSCME Local 1644 Files, Atlanta, Georgia.
1962, flowers were sent to the funeral of his mother. On October 27, 1966, in a letter to Mr. Robert Coulson, Executive Vice President of the American Arbitration Association, Albert I. Gross, International Representative for AFSCME in charge of Southeast Region, related that he was pleased to know that Carl T. Sutherland was being considered for an appointment to the American Arbitration Association's Labor Panel. He further stated,

Our union has a bargaining relationship with the city of Atlanta...In my experience with Mr. Sutherland I have found him to be firm and fair in his actions toward our members. In my opinion he is a man of the highest integrity and I would not hesitate one moment to recommend him as an arbitrator.92

Another example of the informal methods used by the union to arrive at a position acceptable to the city involved the case of observing Southern Memorial Day. Mr. R. E. Hulsey, Superintendent of Atlanta Sanitation Department, attempted to convince W. O. Bullard, President of Local 850, to support the idea of personnel working on the holiday although the city could not pay their holiday pay and time and a half. The union declined. It was mutually agreed upon by the union officials and Hulsey that Friday April 26, 1968, would be a holiday and no one would work. Hence, Saturday would be

92Albert I. Gross to Robert Coulson, 26 October 1966, AFSCME Local 1644 Files, Atlanta, Georgia.
a working day with pay at the rate of time and one half. In order to qualify for holiday pay, all employees would have to work Thursday and Monday. A memorandum to this effect was sent to all employees in the Sanitation Division and the memo specifically stated that this was a compromise reached after meeting with union officials.93

Earlier in this chapter, reference was made to the city's policy regarding working on rainy days. Despite the ordinance regarding the policy, confusion was widespread in the Sanitation Division. In a July 24, 1969 directive to all employees in the division, Hulsey admitted there was some misunderstanding among the employees with respect to working on rainy days. In order to clear up the confusion, he referred then to an agreement that he had concluded earlier with James Howard, an AFSCME official.

Some time ago Mr. James Howard and I agreed that whenever there is a sudden downpour of rain our employees will be allowed to find shelter until the rain slacks up. When the rain slacks up we are to return to work. On the days there is a steady rain or drizzle we will continue to work as in the past.94

A copy of the memorandum was sent to James Howard. Howard responded with a memorandum to all AFSCME members in the

93 R. E. Hulsey to All Employees of the Sanitation Division, AFSCME Local 1644 Files, Atlanta, Georgia.

94 R. E. Hulsey to Employees in the Sanitation Division, 24 July 1969, AFSCME Local 1644 Files, Atlanta, Georgia.
Sanitation Division. He stated that he was aware of the misunderstanding among employees regarding working on inclement days. He then gave them the following charge:

Only you and your co-worker knows when there is a hard downpour of rain, this will have to be left up to the entire crew to determine whether the raining conditions are too bad to go out and work.

We know that we have good dedicated and high level employees in the sanitation division who will see that this will not be taken advantage of when there is a drizzle of rain. I am expecting you as good men to see that this problem is eliminated. 95

There are no records to show the responses the workers had to this new interpretation.

Strikes and Job Actions Firefighters

On June 7, 1966, Atlanta faced its first strike of fire fighters in the history of the city. However, dissatisfaction and unrest regarding working conditions among the firemen had been festering for some time. In 1962, all departments in city government with the exception of the Fire Department had their work week shortened to forty or forty-four hours. Beginning August 22, 1963, Local 134 under the leadership of President J. G. McEver, passed a resolution each year similar to this.

RESOLVED, "That the Mayor and Board of Aldermen of the City of Atlanta endorse, recommend and establish by ordinace covering the Fire Department a maximum work week of fifty-six hours (as

95James Howard to All Members of Sanitation Division, Atlanta, Georgia, Public Employees AFSCME, AFL-CIO, 29 July 1969, AFSCME Local 1644 Files, Atlanta, Georgia.
the first step in establishing a forty hour work week for the Fire Department) commonly referred to as the "Baltimore Plan," and
BE IT FURTHER RESOLVED, that such maximum standards be established without reduction in pay, and
BE IT FURTHER RESOLVED, that work performed in excess of fifty-six hours in any one work week, be compensated at the rate of time and one-half of the established rate of pay.96

In 1963, 1964, and 1965, Local 134 presented proposals similar to the foregoing and requested pay raises from the Board of Firemasters. The Board consistently approved the proposals and referred them to the Finance Committee for implementation.97 Notwithstanding, the proposals usually faced imminent death in the Committee.

By January 1966, the patience of the fire fighters had grown thin and once again Local 134 representatives made an impassioned appeal for a fifty-six hour work week to the Board of Firemasters. William T. Knight, Chairman of the Board, informed the delegation that the same resolution had been presented to the Board in September, 1965 and had been approved by the Board and forwarded to the Finance Committee. During this time, the 1966 budget was being prepared and efforts were made to get the fifty-six hour work week approved. It seemed that support for

96 Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 25 September 1963. (Typewritten.)

97 Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meetings of 25 September 1963, 15 December 1964, 27 September 1965. (Typewritten.)
the plan was not sufficient and the necessary funds were not available. According to Knight, the Finance Committee only approved a one-step pay raise for all city employees. 98 Local 134 representatives then requested the Board to approve the resolution again and resubmit it to the Finance Committee for reconsideration along with the request that union officials be allowed to make a presentation before the Committee. The Board accepted all of the union's requests. 99 The Board also adopted and forwarded a union resolution requesting that firefighters be compensated at a rate of time and one-half for work in excess of forty hours per week. 100

The Finance Committee took the resolutions under consideration. The Committee conducted public hearings on March 18, 1966, to hear arguments for the resolutions. The Committee also reviewed reports, from the Mayor and the city comptroller, citing a lack of funds needed to implement the resolutions. 101 Soon thereafter, the Finance Committee made the following recommendations to the Mayor and the Board of Aldermen:

98Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 31 January 1966. (Typewritten.)

99Ibid.

100Ibid.

101Finance Committee to the Honorable Mayor and Board of Aldermen, 21 March 1966, Atlanta City Government Files, Atlanta, Georgia.
After due and careful consideration, the Committee determined that there were no funds on hand and available at this time to implement either or both of the requests made by the International Association of Fire Fighters.

Therefore, it is with regret that Committee is forced to file an adverse report with your Honorable Body pertaining to these requests: however, the Committee and the Board of Aldermen pledges that it will give first preference to reducing the work week of firemen in formulating the 1967 Budget before any overall salary increase is considered for employees and officers of the City.102

The Committee did approve a provision for overtime pay at the rate of one and one-half times the regular rate of pay to firemen who were called back to duty in an emergency after having worked 60 hours in that particular week.103 These recommendations were accepted by the Mayor and Board of Aldermen.

Within the fire fighter ranks, dissatisfaction was rampant. A large group of the dissidents were unhappy with the way Local 134 and the affiliated International organization were handling the problems with the city. Hence, after a Local 134 meeting the group split ranks on April 18, 1966. The marvericks secured a charter and became known as Atlanta Fire Fighters Union Independent Local 1 (AAFU). The Independent Union within a few days, signed up more than 500 men out of a force of 700 leaving

102 Ibid.

103 Ibid.
Local 134 almost memberless. The new union gave the following reasons for the separation.

This union was formed in April of this year when it became quite obvious that our old organization had become politically ineffective. This position has since been verified in a news statement by one official of our old organization which stated it was in Complete Harmony with the City's position. However, the members of the organization do not accept this point of view.

Despite an attempt by Local 134 to prevent an appearance by the AFFU's president Captain J. I. Martin, before the Board of Firemasters, Knight allowed the presentation to be made. Martin stated that he had in his possession 500 signatures of Atlanta firemen which were evidence that his union represented the majority of the firefighters. Martin insisted that Local 134 had not acted in the best interests of the fire fighters. Accordingly, he urged the city to hold negotiations sessions with his group in order to solve the existing problems as soon as possible, warning that otherwise, the consequences would be unsatisfactory. Martin was assured by Knight that the Board had done all it could possibly do and had encouraged the dissidents to have "faith in the Board."  

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104J. I. Martin "Resume of Atlanta Fire Fighters, Inc.," 1966, (Mimeographed), Atlanta Fire Fighters Independent Union Files, Hapeville, Georgia.

105Ibid.

106Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 30 May 1966. (Typewritten.)
the City Attorney, also addressed the group and stated that legally the city did not come under the National Labor Relations Board Ruling, and, consequently, could not enter into any bargaining arrangement. Furthermore, the present city laws would not permit an increase in pay except the one time during the year when the budget was being prepared and adopted. The Board reaffirmed its support of the resolution passed by the Aldermanic Board which gave top priority to an increase in pay and a reduction in hours for firemen when the 1967 budget was prepared.107

The AFFU was displeased with the Board's decision and sought to bring about change by using publicity generating techniques in order to garner public support. Advertisements stating AFFU's positions were placed in the local newspapers,108 and City Hall, individual aldermen and the Atlanta newspapers were besieged by pickets,109 all to no avail. Finally, on June 7, 1966, 631 members of the Fire Department went on strike. The Independent union had resorted to what Love and Sulzner refer to as the dual system of pressure tactics, the strike and protest tactics.110 The Independent Union also changed its

107 Ibid.
108 Atlanta Constitution, 16 May 1966
demand to a fifty-six hour work week and an immediate $100.00 a month salary increase. Local 134 members remained loyal to the city and manned the deserted stations around the clock. However, they were not pleased with the fact that the city was now discussing labor matters with a rival union which allegedly received directions from Tony Zivalich, a Teamster organizer. On June 9, 1966, the city and the Independent Union reached an agreement. The Mayor agreed to dismiss all pending Court action arising from the strike; there would be no reprisals, penalties or punishment for any of the personnel involved in the strike and an impartial mediator would be selected to make a non-binding recommendation regarding the issues. On June 10, 1966, the Board of Aldermen passed a resolution authorizing the Mayor to enter into an agreement with the firemen on the selection, choice and designation of a mediator.

1. In accordance with the agreement reached, the Mayor be authorized to enter into an agreement with the firemen in the selection, choice and designation of a mediator, either in the person of one individual or in the form of a fact finding committee consisting of several individuals, the duties of which mediator or fact finding group shall be to make inquiry and of all members of the Atlanta Fire Department and to make recommendations as to changes looking toward improvement of wages of all firemen in keeping with the financial ability of the city;

112 Atlanta Journal, 10 June 1966.
2. that the report of the mediator or fact finding group be furnished to all firemen and to the city and that it also be made public;
3. that the cost of employment of such mediator or fact finding committee be borne by the City of Atlanta.\textsuperscript{113}

Dr. Edwin D. Harrison, President of Georgia Institute of Technology, a Mechanical Engineer with no significant experience in mediating labor matters, was selected as mediator for the dispute. Harrison held a public hearing on July 25, 1966, at the Merchandise Mart and spokesmen for both sides were given the opportunity to testify in support of their respective positions.\textsuperscript{114} Despite the Independent union's new request for a forty eight hour week and $100.00 per month hazard pay, Harrison made the following recommendations, to be effective January 1, 1967, in a report dated August 22, 1966:

I am recommending that the firemen be given a choice of the following options, with the decision being left entirely to the firemen. It should be understood that whichever option is elected, it is not to be considered a substitute for, nor an offset against, any future general increases granted to City employees at large.

Option I: Reduce the average work week from the present 60 hours to one of 56 hours.

\textsuperscript{113}Atlanta, Georgia, "A Resolution Authorizing the Mayor to Enter into an Agreement with the Firemen in the Selection, Choice and Designation of a Mediator" Resolution. (10 June 1966).

\textsuperscript{114}Edwin D. Harrison, "Mediator's Report in the matter of the Atlanta Firefighters Union, Inc. and the City of Atlanta," 22 August 1966, Atlanta, Georgia, (Mimeographed.) Atlanta Fire Fighters' Independent Union, Inc., Hapeville, Georgia.
which permits a three-platform operation... This reduction in hours would be made without any change in total compensation, so that the hourly rate would be effectively increased from the present figure by an amount slightly above seven (7) per cent.

Option II: Maintain the present average workweek of 60 hours and grant the presently employed firemen the fruits of the increase in the total wage bill which would have resulted from the necessary employment of additional firemen if Option I were selected. This increase would amount to seven fourteen hundreds (7.4) per cent to be granted on an "across-the-board" basis. 115

The union voted to reject the recommendations and requested a 10 per cent pay increase effective September 1, 1966, and a fifty six hour work week beginning on January 1, 1966. The Board of Aldermen expressed sympathy with the union's position. Nevertheless, it passed a resolution to grant a two step raise and a fifty six hour week effective January 1, 1967. 116 This same resolution was adopted by the Board of Aldermen September 6, 1967. 117 However, the firemen made their move on September 2 when

115 Ibid.

116 Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemaster's meeting of 29 August 1966. (Typewritten.)

117 Atlanta, Georgia, "Pledging the Creation of Sufficient Positions Effective October 1, 1966 within the Department of Fire to Implement 56-Hour Work Week by January 1, 1967, and Pledging Salary Increases for Fire Fighting Personnel, Uniformed Police Personnel, and
over 500 men went on strike. The Mayor immediately sought an injunction requiring the firemen to return to their posts. Local 134, as in the earlier strike, remained loyal to the city and manned the stations with the help of city policemen.

The city fathers arrived at a "family understanding" regarding treatment of the strikers. All striking firemen were dismissed from their jobs when they failed to report to work and the city actively recruited replacements. Between September 19 and 23, the Board of Firemasters dismissed 362 firemen in absentia and accepted 26 resignations. However, the Board at its September 13, 1966 meeting had changed the Fire Department rules to allow employees who were dismissed or had resigned to be able to apply for re-employment within three years of the date services were terminated subject to the approval of the Chief of the Fire Department and Board of Firemasters. As a condition of employment, the Board now required firemen to sign the following oath: "I further solemnly swear and

Other City Employees, Effective January 1, 1967 "Resolution (6 September 1966), and Atlanta, Georgia, Expressing the Board of Aldermen's Confidence in and Its Approval of Efforts and Actions of Mayor Ivan Allen, Jr., Alderman William T. Knight and Alderman Milton Farris in Seeking to preserve Orderly Good Government and Provide Adequate Fire Protection for the City of Atlanta in the Crisis Created by the Unwarranted Strike by Members of the Atlanta Fire Fighter's Union Independent" Resolution, (6 September 1966).

Atlanta Constitution, 3 September 1966.

Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 13 September 1966. (Typewritten.)
and affirm that I will not engage in any strike, walk-out, work stoppage or work slow-up while employed as a member of the Atlanta Fire Department."120

Within one year, approximately 362 striking firemen were employed. But they were only allowed to return under the most severe restrictions. These firemen were re-employed at the lowest rank (of private) and their house seniority was forfeited. They did not lose their longevity and pension rights.121

Despite the nation wide support received by the strikers, and the local assistance of Dr. Martin Luther King, Jr., the Allen administration stood firm in its position. According to Kochan, when management has coalesced in a position and unity exists, the possibility of multilateral bargaining is practically non-existent.122 This theory was bolstered by the Administration's united stand with regard to firing the strikers. On January 1, 1967, the Administration kept its promise to the firemen. The fifty six hour week went into effect and a three step pay raise was implemented. However, the Independent Union was dead.

120 Ibid.

121 Interview with Robert Caum, Former Secretary of the Atlanta Firefighters Independent Union, 1977.

122 Kochran, p. 528
The Allen administration faced its first sanitation job action on January 15, 1968. The sanitation workers refused to go to work in ice and snow, and the action appeared to be a spontaneous development. After a conference with city officials however, about two thirds of the garbage collectors returned to work and the other third went home, but reported for duty the next day. Albert Gross, the Director of District Council 14 of AFSCME, denying union responsibility for the work stoppage, said that the underlying cause of the stoppage was the starvation wages which were being paid to the workers. The Union had requested a three step raise for 1968 but did not get it. According to the Atlanta Journal, Gross warned that "if something is not done soon about the low wages these people are getting, this is going to happen again."123

During the last week of August, rumors circulated in the Sanitation Department that a strike was going to take place and the Union had moved to contain the strike sentiment. In this regard, the city appears to have decided to take precautions against future job actions. On August 30, 1968, a memorandum was disseminated to all sanitation employees by R. E. Hulsey; the Superintendent

of the Sanitation Department. The memorandum, co-signed by J. W. Giles, an AFSCME official, read as follows:

Please be advised that I have consulted J. W. Giles, Director of the Greater Atlanta Public Employees District Council 14-AFSCME AFL-CIO, who had advised me that any work stoppage of any nature without the express consent of Union 850 and/or District Council 14 shall be considered an unauthorized and illegal work stoppage.

In view of this ruling of the Union, as Superintendent of this Department, I urge you to re-evaluate your unauthorized action and return to your duties immediately.

Director J. W. Giles concurs with this position and advises me that an employee engaging in an illegal work stoppage does so without support of the Local Union 850 and/or District Council 14.124

Despite the warning by Hulsey, on September 3, 1968, a wildcat strike of sanitation workers at the Liddell Drive Substation took place, depriving the northside of the city of services. The strikers demand higher pay and refused union appeals to return to their jobs. The local union officials considered the strike to be an "unauthorized and illegal work stoppage" and refused to support it.125 There existed a Memorandum of Understanding which governed Local 4, Local 359 and Local 850 and related to any action to conduct a strike vote in any one

124 R. E. Hulsey to All Sanitation Employees, 30 August 1968, AFSCME Local 1644 Files, Atlanta, Georgia.

125 Atlanta Journal, 3 September 1968.
or all three locals. The wildcatters from Local 850 had not followed the intraunion rules. According to their regulations, a local or group within a local that took any action to strike which was contrary to the policies spelled out, would be faced with having its actions considered illegal, and would not receive any support from any of the locals. This document had been ratified by all the locals on July 9, 1968.

The Mayor did not participate in the preliminary negotiations. The city was represented by Alderman Everett Millican, Chairman of the Aldermanic Public works Committee; Ray Nixon, the public works chief and Ralph Hulsey, Sanitary Department Head. The major demand was $100.00 a week take home pay immediately. During the discussions, the city explained that due to legal limitations it would not be able to increase salaries until January 1, 1969. However the negotiation group promised as much as a two or three-step raise beginning January, 1969. Thus a return to work agreement was formulated on these conditions. Encouraged by the local union representatives, the spokesmen for the wildcat strike agreed to the promise of a raise; however, the strikers refused to accept the offer. According to the Atlanta Journal, the strikers "laughed" at their colleagues when the

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126 Atlanta Constitution, 4 September 1968.
leaders asked them to return to work and accept city promises of higher pay next year.\(^\text{127}\) Hence, the strike continued.

When the strike entered its third day, Jerry Wurf, national head of the American Federation of State, County and Municipal employees assigned Morton H. Shapiro, a regional official for the southeastern states, to investigate the grievances of the strikers and determine if local union officials had been too hasty in disavowing the walkout. J. W. Giles, the local official who had termed the strike "illegal," complained of national "interference" in local dispute. Meanwhile, the national office had requested the SCLC, civil rights organization, to enter the controversy.\(^\text{128}\)

After the National AFSCME office joined the dispute, top city officials began to negotiate: Mayor Allen; Milton Farris, Chairman of the Finance Committee; Everett Millican, Chairman of the Public Works Committee; Carl T. Sutherland, Director of Personnel; Ray Nixon, Chief of Police Works; R. E. Hulsey, Superintendent of the Sanitation Department; and John Dougherty, Associate City Attorney.\(^\text{129}\) The union now decreed its full support of

\(^{127}\) Atlanta Journal, 4 September 1968.

\(^{128}\) Atlanta Journal, 5 September 1968.

\(^{129}\) Ivan Allen, Jr., Interview.
the sanitation workers in their efforts to secure justice in bringing about adequate wages and decent working conditions. Shapiro stated that the union would demand $100.00 week gross wage increase and satisfactory working conditions.\textsuperscript{130}

While the strikers deprived the city of their labor and protested their low wages, union officials, in closed sessions with city officials, bilaterally arrived at an agreement to upgrade wages and working conditions. On September 5, 1968, Shapiro, the union leader, requested that all promises and agreements arrived at be reduced to writing in the form of a Letter of Intent. The Mayor agreed to the request. At first, Millican, on behalf of the city, made a firm commitment for a 2 or 2.5 step increase in salary starting January 1, 1969. This amounted to a raise of approximately 9.5 per cent. However, the workers were demanding a take home pay of $100.00 a week. At the time of the strike the lowest paid trash collector earned a gross salary of $66.50 per week. Further Millican's offer was less than that offered to the strikers earlier. Shapiro broadened the scope of the bargaining to include the following: binding arbitration, a 25 per cent wage increase, a revised pension plan, paid family hospitalization by the city, adequate bathrooms and lockers at the

\textsuperscript{130}Atlanta Constitution, 6 September 1968.
stations, a written grievance procedure, reclassification of the scout car driver position and shop stewards recognized by the city of each location.\footnote{J. W. Giles "Notes," 5 September 1968, 6 September 1968, AFSCME Local 1644 Files, Atlanta, Georgia.}

On September 6, 1968, a Memorandum of Intent had been negotiated by the two groups and signed by the city negotiating committee which include Ivan Allen, Mayor; Milton Farris, Chairman of the Finance Committee, Everett Millican, Chairman of the Public Works Committee; and Carl T. Sutherland, City Personnel Director. The group promised to publicly make every effort to see that the agreements were adopted and carried out by city officials. The Memorandum of Intent was not a binding document; both parties knew that the agreements would have to be approved by the legislative branch. However, the Mayor in an interview stated that he was confident that the agreement would be approved in some form by the Board of Aldermen because the persons who had negotiated it represented powerful committees and their views were respected by the Board. The agreements provided that effective January 1, 1969, a three-step salary increase would be granted to city employees; the Personnel Director would immediately draw up a written grievance procedure; the Personnel Director would ask the Personnel Board to reclassify the position of scout car driver; improvements would be made
immediately in the field offices located at Hill Street, Liddell Street and North Avenue with the $40,000.00 already appropriate for that purpose; the city would recognize shop stewards at all locations; and no positive actions would be taken against those persons involved in the strike. 132

On September 7, 1968, union officials presented that portion of the agreement which provided for a three step increase. Notwithstanding, the sanitation workers overwhelmingly rejected the offer when they discovered that the raise would not become effective until January 1, 1969. According to a reporter for the Atlanta Constitution, those who stood to register their affirmative vote were white and those who were negative were Black. 133 The workers obviously felt they could get more and the union officials believed the same. Some believed that the strike at this juncture had begun to take on civil rights overtones similar to the Memphis strike earlier in the year. Dr. Martin L. King, Jr., then head of SCLC, was assassinated April 4 while in Memphis, to lead a march of sympathy for the AFSCME union strikers there. When the union took its vote on the wage offer, Hosea Williams, Dr. King's aide, was present at the

132 Memorandum of Intent, September 1968, City Government Files, Atlanta, Georgia.

133 Atlanta Constitution, 8 September 1968.
meeting and gave a rousing speech. He stated that this was not a white or black fight, it was a "have and have not fight." He urged solidarity of the group and stated "if you desire our help, SCLC, we are ready to sock it to them baby."134

After the workers rejected the three step pay raise proposal, the Mayor announced that the strikers had to report to work on Monday in order to hold their jobs. Emergency measures were also set up to deal with the garbage pile up. Free 30-gallon polyurthylene bags were issued to citizens at the fire stations for greater convenience in transporting their garbage to the 200 odd sanitary boxes placed near schools for for garbage collection. Andrew Young, executive vice president of SCLC, assured the strikers in open rally of the moral commitment of SCLC to the right of garbage workers to get a living wage; after all Dr. King had given his life for striking garbage workers in Memphis.135 The leaders of this civil rights organization threatened the city with demonstrations and boycotts in order to win acceptance of the demands. The threat of firing was still a possibility, although most knew that the city was aware of the difficulty in hiring enough garbage and waste collectors to

134 Giles "Notes."
135 Atlanta Constitution, 9 September 1968.
replace those who might be dismissed. For over a year the sanitation department had found it difficult to fill available jobs despite an intense recruiting effort.\textsuperscript{136}

The strikers by now were actively supported by Community leaders such as Sen. Leroy Johnson, Rep. Ben Brown, Rev. J. D. Grier and Rev. Ralph Abernathy, to name a few. The city sought and received a Court Injunction from Fulton Superior Court Judge Luther Alverson. The Judge ordered the strikers to return to work and refrain from trying to keep other employees from working. He held that his injunction was based on state law and court decisions on public service making such strikes illegal.\textsuperscript{137}

On September 11, 1968, the Aldermanic Board convened after being summoned into special session by the Mayor to pass a resolution that authorized and approved a three step raise for sanitation workers as of January 1, 1969.\textsuperscript{138}

Despite these developments, the union and the workers held out for more. Finally on September 12, the Mayor and his negotiating team met with officials from SCLC, who by now were acting as informal mediators. They offered to

\textsuperscript{136}\textit{Atlanta Journal}, 10 September 1968.

\textsuperscript{137}Ibid.

\textsuperscript{138}Atlanta, Georgia, "The Pledge of a 3 Step Raise for Sanitation Workers as of January 1, 1969" Resolution. (11 September 1968).
encourage the strikers to resume work if the city would agree that there would be no reprisals against the workers and they would be paid for the days lost while on strike. The city agreed to the proposal if the workers would return to their jobs by Friday and work Saturday and Sunday without pay. The city reaffirmed its offer of a three step pay increase effective January 1, 1969. The workers accepted the offer and the strike was over. As promised earlier in the negotiations, the Mayor signed a Letter of Intent (See Appendix C) which was approved by the Board of Aldermen and in 1969 a memorandum of understanding was drawn up which included a Statement of Policy and Grievance Procedures. The Administration had engaged in collective bargaining and observed the Georgia law. This was done by publishing the agreement in the form of a Memoranda of Agreement signed only by the city negotiators which were later published as ordinances and resolutions.

The agreements made in the Letter of Intent were approved in resolution and ordinance form. For the first time the city issued a statement regarding employee relations. The Statement of Policy which included a grievance procedure was included in the employee handbook. The Statement of Policy indicated that the city government was interested in communicating with all employees on all

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matters concerning their rights, privileges and responsibilities, and was desirous of receiving from them any recommendations they might have concerning salaries, wages, hours and other conditions of employment. Further, it stated that recommendations regarding these matters would be accepted from AFSCME or other recognized organizations representing city employees. The Personnel Board and/or the Director of Personnel was authorized to entertain these recommendations. However, the resolution was clear on the authority of these two offices. They simply had the power to make recommendations. Final decisions would be made by the Board of Aldermen and the Mayor.

As a result of the Administration's reaction to the strike, a bargaining process had been superimposed on the traditional government apparatus. The scope of the discussion, like before, would be unlimited. However, the Personnel Board and/or the Director of Personnel were responsible for them. This model conforms to what John R. Burton refers to as a typical initial model for bargaining. The plan encompasses utilization of the existing expertise in the organization, in this case the Director of Personnel and the Personnel Board, as well as continuing the established authority relationships. Burton, however, argues that this arrangement proves to be unstable for the following reasons: Persons within the structure are not professional labor negotiators and often cannot match the
expertise of a trained union negotiator. Also, labor relations is a full time job, time consuming and requires the attention of a full time official if it is done properly. In subsequent chapters, when the Massell and Jackson years are discussed, the conclusions drawn by Burton will be analyzed to see if they apply to Atlanta.

Summary

The exploratory and descriptive analysis of the relationship between the city and the recognized unions, AFSCME and IAFF, between 1966-1969 as presented in this chapter indicates the following. The relationship which developed between the Allen administration and the two unions was shaped by the contextual variables: the mayor's personality, the formal government structure, and the formal definition of the mayor's role. The Allen administration entered 1966 with a number one agenda for labor relations which is characterized by "muddling through" decision-making rather than a holistic approach to decision-making. According to Kotter and Lawrence, disjointed incremental decision-making is a common process used by men with limited information. Interviews with members of the Allen administration indicate that the decision-makers were relative novices in the field of labor relations. Hence, the ad hoc policy which

140 John F. Burton, p. 128-129
developed was a logical one. The Administration was willing to make short-range incremental concessions which related to the problem at hand.

The Administration continued the previous Administration's policy regarding the right of employees to join, and be represented by the unions. Dues checkoff previously granted to AFSCME was also continued, however, no efforts were made to extend the privilege to IAFF. The loose "meet and confer" policy, meaning the city was willing to discuss any problem with an employee or organized group at any time, also continued. Obviously, neither the Mayor nor the Board of Aldermen thought it necessary to centralize labor relations by designating a branch of the government to deal with labor problems in order to bring order to the tangled bureaucratic system in use. Instead of a collection of Aldermanic Committees, with the Finance Committee welding most influence, along with the Director of Personnel, the Personnel Board, the Mayor and the Board of Aldermen engaged from time to time in discussions regarding wages and working conditions with union representatives. These meetings took place whenever the city or the union requested them and anything could be discussed. Nevertheless, it was understood by all parties involved that any agreements reached with these officials were not binding. Management's only responsibility was to listen and then unilaterally
arrive at some decision. This loose, flexible policy, which favored management, was accepted by the Administration because it allowed the city to engage in decision avoidance. Moreover, this cumbersome fragmented policy, which allowed for decisional avoidance and prevented risk talking change, helped to precipitate the 1966 and 1968 strikes.

During periods of crisis, the Administration simply reacted to the problem and made muddling decisions which applied directly to that problem. In the case of the 1966 firemen's strike, Mayor Allen was willing to do something the city had never done before when he decided to use a mediator to make non-binding recommendations regarding the labor dispute. Furthermore, during the 1968 strike, he promised and approved in 1969 a Statement of Policy and Grievance Procedure which laid a foundation for the possible development of a formal labor policy.

Allen's personality had a telling affect on the relationship between the city and the unions. He believed in collective bargaining but he was not willing to engage in risk-taking changes. Departmental heads were expected to solve labor problems. If they could not do so, these problems were to be solved at a higher level. Although the government structure allowed for a weak mayor system, Allen, through his power to appoint Aldermanic Committee members, appointed persons that he could control and had
confidence in the key committees. Thus there was the appearance of decisions arrived at independently at each level of the structure, yet, these decisions were known and approved by the Mayor beforehand. Allen took advantage of the fact that the mayor's role in labor relations was vague, and when he felt it necessary he took an active role in labor negotiations. This was particularly true during times of crisis.

The different reactions of the Administration to the 1966 fire fighters' strikes and the 1968 sanitation strikes were partially shaped by the Mayor's views regarding the right of public employees to strike. As indicated earlier, the Mayor did not believe that public safety employees had the right to strike. Thus when mediation attempts failed, the Administration enforced the state law which forbade strikes by public employees and fired the strikers. The Administration had reached what Hildebrand refers to as a "family understanding," on the matter of firing the strikers, and efforts by third parties to initiate multilateral bargaining were thwarted. The Administration was also obviously concerned with preserving its amicable, paternalistic relationship with Local 134 rather than giving in to the strikers and having to deal with a maverick, militant and authentically independent union.

During the 1968 sanitation strike, the Administration's attitude differed. The strikers were able to amass
a solid base of community support for their cause and they had access to trained professional union negotiators. The Administration did not have strong feelings about the right of sanitation workers to strike. Therefore, the workers were not fired and they were paid for some of the days they were on strike and dues checkoff was not revoked. The Administration was willing to engage in collective bargaining (as defined in the introduction) in an attempt to solve the labor dispute. Once again the Administration reached a "family understanding" regarding its position and third party interest groups were mobilized by the city to force the workers and the union to come to terms. The fact that the city was able to engage in multilateral bargaining indicates that rank and file and the union representatives had not reached a coalesced position. The agreement reached was implemented in ordinance and resolution form and became part of the personnel handbook. According to Burton, this process conforms to the initial bargaining stage and can be labeled informal bargaining. This procedure is also commonly found when state law prohibits a binding contract between public employees and city government.

In the case of the firemen, Local 134 clearly had access to the municipal decision makers. However, the records indicate that the Brothers Combined Social Club was also a viable interest group with access to the
municipal decision makers similar to that enjoyed by Local 134. Thus Brothers Combined and the Community Relations Commission served as third party pressure groups to force needed change in working conditions for firemen. Once again, however, the changes brought about were short run and directly addressed the crisis at hand.

As the Allen administration entered its final days, IAFF and AFSCME were still intact. IAFF displayed war scars, as a result of the split in its ranks brought about by the 1966 fire fighters strike. AFSCME, however, was still rejoicing from the successful negotiations which resulted from the 1968 sanitation strike. Yet, both unions were willing to push for more of a voice in the decision-making process which determined wages and working conditions for city employees. Although Ivan Allen was not a candidate for mayor in 1969, he supported Rodney Cook, a representative of the business community to be his successor. The labor community was of the opinion that vice-mayor Sam Massell, a mayoral candidate, would be willing to support their efforts and continue to build upon and develop the labor policy established by Allen in 1969. For years he had orally supported the concept of collective bargaining for public employees and the causes of the working man. In a speech given February 19, 1969, at the Emory University Nurses' Alumni Association Student Award Banquet (a copy of which was sent to the AFSCME
union), Massell stated he supported the efforts by organized groups to bargain collectively. He warned that people in power were not listening to the demands being made; and he added that if the only obstacle to collective bargaining was the state law, then administrators should call upon the legislature to change the law. This statement had many to believe that if Massell came to power then collective bargaining would be a part of his Administration. Thus Massell sounded like the man labor needed. The unions worked vigorously through COPE to register voters and actively campaigned for Massell's election. When Massell was elected Mayor in November 1969, AFSCME officials immediately reject the Allen administration's proposed two step pay increase as inadequate, indicating that they wanted twice that amount along with a myriad of needed fringe benefits. AFSCME did show a willingness to wait and see what the new Administration, whom they had helped to elect, would offer before a strike vote was called. Time would show that the hasty marriage between Massell and labor was in for a short honeymoon.

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141 Sam Massell, Emory University Nurses' Alumni Association Student Award Banquet, Speech, 19 February 1969, AFSCME Local 1644 Files, Atlanta, Georgia.
In 1969, Ivan Allen indicated that he would not seek re-election. However, persons seeking Allen's position were not in short supply, for Atlanta voters were given a field of four candidates to choose from: Everett Millican, Sam Massell, Rodney Cook and Horace Tate. Only the last three persons were considered to be serious contenders. Sam Massell, Vice-Mayor from 1966-1969, was considered to be one of the new breed of politicians in the South and his platform stressed human relations and integration. On the other hand, Rodney Cook represented the Atlanta business community which traditionally controlled City Hall. Horace Tate, the third serious contender, had a distinguished career as an educator in the Black community. In the primary, the Black community split its support between Massell, Tate and Cook. However, in the runoff, with Tate out, the Black community united with labor and supported Sam Massell. Massell received 54.9 percent of the vote. Later, an analysis of the vote revealed that approximately 73 percent of Massell's votes came from the Black community. Hence, Atlanta politics appeared to be
entering a new stage. For the first time, Atlanta had a Jewish Mayor and a Black Vice-Mayor, Maynard Jackson. Outwardly, it appeared that things were looking up for Blacks and the labor community.

AFSCME felt that it now had a friend in the Mayor's office. Massell's labor position had long been understood by the local. In 1962 when candidates for office were surveyed by AFSCME, Massell had indicated that he was a supporter of collective bargaining for public employers. By 1969, his position had broadened to include the right of some public employees to strike. However, after the election, Massell indicated that he had not developed any agenda which involved reforming the previous Administration's labor relations policy. Rather, the former mayor revealed that he was a novice in matters relating to public employee unionism and his plan was to deal with problems as they arose.¹ As a result, the number one agenda setting process which so aptly applied to the Ivan Allen administration, was the model Massell had chosen.

Organization and Membership

The Massell administration's policy in these areas was a continuation of the previous Administration. Massell felt that workers were better off if they were organized--

¹Interview with Sam Massell, Former Mayor of Atlanta, Atlanta, Georgia, 3 February 1977.
if their organization was viable. His policy was to recognize anyone, to meet, negotiate and counsel with anyone whether they represented "four thousand or four employees." This led to a continuation of the Allen administration's loose "meet and confer" system.

Membership within AFSCME and IAFF was open. As far as the city was concerned, anyone could be a member. IAFF excluded chiefs from membership and AFSCME, according to city officials, was opposed to management being members. In this manner, the city continued its policy of "no policy" on union membership.

Representative Status and Dues Checkoff

The Massell administration developed no procedure for certifying or selecting unions. The informal recognition of AFSCME and IAFF which had developed over the decades was to continue. However, an official opinion regarding the matter issued by John E. Daugherty, Associate City Attorney, on March 28, 1970 embodied the city's official position during Massell's tenure. The city of Atlanta "has never given official recognition to any

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2Ibid.

3Massell, and Interview with Reverend J. D. Grier, Chairman of the Civil Service Board, Atlanta, Georgia, 17 February 1977.

4Interview with Dan Sweat, Central Atlanta Progress, 17 February 1977.
employee organization and has never entered into a contract with an organization..." The city maintained this stance throughout the Massell administration. As under the Allen administration, the city claimed that the recognition of AFSCME and IAFF was informal because the city had never entered into a contract with either group. The city would always be willing to discuss employee problems with any group to achieve an agreement. These accords could be adopted in ordinance or resolution form by the Board of Aldermen and the Mayor. Usually, these agreements were passed in resolution form, a decision avoidance tactic. According to one city official, the union preferred to have agreements in writing; as a consequence, the Statement of Policy and Grievance Procedures negotiated by the Massell administration was set to paper in order to accommodate the union. However, these accords were not legally binding and could not be enforced.

The Administration of Mayor Massell, despite his pro-labor campaign position, was not sympathetic to the exclusive recognition of any union. The Administration wanted to have the broadest possible latitude to discuss labor problems with any group. Like the previous regime,

5John E. Daugherty to Mayor Sam Massell, 28 March 1970, AFSCME Local 1644 Files, Atlanta, Georgia.

6Interview with John E. Daugherty, Assistant City Attorney, 15 February 1977.
it engaged in reactive, incremental decision-making. Massell's highly publicized stand on favoring collective bargaining before he was elected to office failed to become part of his labor plans. Moreover, his pro-labor position was possibly aborted when his support for AFSCME precipitously cooled during the 1970 sanitation strike.

The Mayor's reaction to the strike took the form of revenge against AFSCME. As indicated in the previous chapter, AFSCME had received dues checkoff in 1959. The practice was updated under the Allen administration on May 19, 1969 when an ordinance was passed which authorized the Director of Finance rather than the City Comptroller to deduct dues from the salaries and wages of employees who were members of AFSCME. However, the long established practice ended on August 3, 1970, when the Administration successfully revoked AFSCME's dues checkoff privilege.7 This was the Administration's way of punishing AFSCME for striking against the City. It can reasonably be concluded that the Mayor never really believed in the right of certain employees to strike. The ordinance which revoked dues checkoff was recommended by the Finance Committee and treated as normal legislation with only two aldermen casting negative votes and one

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7Atlanta (Georgia) City Government, Minutes of Meetings of the Board of Aldermen, meeting of 3 August 1970. (Typewritten.)
Afterwards, Vice-Mayor Jackson urged that checkoff be restored, and on August 17, 1970, the matter was reconsidered. However, the Mayor was able to garner enough support, due to the anti-union sentiment resulting from the strike, to defeat reinstatement by a vote of 9-4. Many aldermen argued that they were opposed to the new proposal because it did not allow other labor organizations the checkoff, particularly the firemen and the police. But, this excuse was soon proved to be invalid. In 1971 and 1972, efforts, spearheaded by Alderman Marvin Arrington and Vice-Mayor Jackson to restore checkoff with the privilege extended to any labor organization, was defeated.

In an interview, Massell revealed his bitterness toward AFSCME as a result of the 1970 strike. During the strike he was of the opinion that the national and local AFSCME leadership had proved "disappointing...they had given...bad advice to their members which was costly... we decided that they were acting irresponsibly." He stated his conviction that the Aldermanic Board preferred

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8Ibid.

9Atlanta (Georgia) City Government, Minutes of Meetings of the Board of Aldermen, meeting of 3 May 1971, meeting of 7 February, and meeting of 17 April 1972. (Typewritten.)

10Massell Interview.
to rid itself of union agitation and his opinion that the union should come to a no-strike agreement, if they wanted checkoff. He expressed his view of checkoff in the following statement:

The Checkoff is a favor that the employer does for the employee. I am satisfied that a vast majority of the employees would prefer not to have it. But the Unions prefer it...for obvious reasons. I think for that reason it is a negotiable item and that it's something that means a great deal to the Union, and in return for that they should give something to management that means a great deal to management such as protection against strikes...work efficiency...or any number of things that management wants. Checkoff should not be taken for granted. Unions should agree to something...Without checkoff, a laborer's union cannot exist.11

AFSCME never agreed to Massell's demands and he exercised all of his power to prevent checkoff from being restored during his tenure as Mayor.

1970 AFSCME Strike

Massell faced the threat of a strike immediately after he assumed office. The Board of Aldermen and the Mayor approved the 1969 proposed 2-step raise in January 1970. Yet, AFSCME was not satisfied. The AFSCME local at this point had a majority Black membership and Blacks had put Massell into office. After assuming office, Massell immediately appointed a Black Alderman, Joel Stokes, Chairman of the Finance Committee. As previously

11 Ibid.
noted, this committee's recommendations on financial matters were normally approved without discussion by the Aldermanic Board. It now appeared that AFSCME had two significant allies in the city government, a Mayor and a power Committee Chairman who was Black and would be inclined to favor the upgrading of wages and working conditions of Black sanitation workers. Thus AFSCME demanded an additional one step increase retroactive to January 19, 1970.

In the first month of the new administration, Joel Stokes in a letter to the president of AFSCME Local 1644 stated his views on the matter of salary. "I sympathize with your problems relative to increases in pay for all city employees." Discussions regarding the matter would continue with the Union until February 20 by which time the Committee would know what kind of funds it had to offer. He concluded by promising the Union "whatever we agree to, it is my intention to make this agreement retroactive to January 19, 1970." Within a few days, the Stokes' pledge appeared to be simply an empty promise. On March 16, 1970, the Finance Committee approved a Resolution to deny the salary increase demand and pledged that in the late fall it would "seriously review the salaries of the

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12 Joel Stokes to Claude Holt, 21 January 1970, AFSCME Local 1644 Files, Atlanta, Georgia.
employees and...upgrade, within its financial capabilities." Angered by the Finance Committee actions, the members of Local 1644 voted to do battle with the city by taking a holiday on March 17, 1970 and not appearing for work. In this way, the strike began.

In an interview, Massell stated, "Hell, I had just walked into the office...and found out where the men's room was when they...went on strike." The Mayor now claims that the strike was a surprise to him. Earlier, he alleges, officials of AFSCME, particularly Morton Shapiro, had come to his office privately and stated "that they were going to walk out for one day just to make a point of what...they were requesting...I said I understood." Massell claims that he explained to the group that he had on hand only $400,000, a sum inadequate to cover their demands. On the other hand, if they wanted to walk out for a day and then get the few dollars the city had, it was fine with him. "I didn't mind them looking good, it didn't bother me because we had a job to do and they had a job to do." Massell's allegations were not corroborated by union officials. Whether a deal was struck is not significant except for the fact that after the strike went past the "agreed one day," Massell decided the union leaders were...

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13 Atlanta, Georgia "A Pledge to Seriously Review and Upgrade Salaries of City Employees When Appropriate," Resolution (16 March 1970).
"liars" and he had been put "in a trick." This attitude influenced the actions he was later to take.\textsuperscript{14}

After the strike began, the union demanded that $2.5 million dollars be used to give raises to better than 7,200 city employees. The city's counter offer was $5,000 in free life insurance for all employees and minimum pay of $2.13 per hour. The city's package amounted to approximately $400,000,\textsuperscript{15} the amount Massell supposedly had privately advised the Union he had at his disposal. In any case, Massell and his advisors intended to negotiate a package which did not exceed this amount. the Union rejected the city's offer and utilized a citizen committee, in reality a "shadow party," to attempt to mediate the dispute. The group had no success.

Mayor Massell's response to the strike was not what most people expected. He was, in his opinion, determined that the union was not going to run his town. On the other hand, AFSCME felt that they had been betrayed by Massell. They had made him and they could break him. Massell moved to solve his problem by (1) informing striking employees on Wednesday, March 18, that they would be fired if they did not report to work on Friday, and (2) informing

\textsuperscript{14}Massell Interview.

\textsuperscript{15}William Uroman, Atlanta Sanitation Strike, (Boston, Massachusetts: Intercollegiate Case Clearing House, 1970), Part C. p. 13.
striking employees on Friday that any one "illegally absent" was fired. Thereafter, notices were sent with $.51 special delivery stamps to 1,028 strikers at a cost of $524.28 on March 20 informing them of their dismissal.16 Massell also tried to break the strike by attempting to lead approximately 100 workers across picket lines. He was hellbent on holding his position, which was that (1) all city employees had received a two step raise in January (this included sanitation workers) and (2) the city could not afford the pay increase demanded.

After Massell's special delivery letters were mailed, the strikers' jobs were declared vacant. Although he had fired the workers, he said that they could come back to work. However, each department head was to determine which employee he wanted back. He also declared that the strike was over.17 This move by Massell brought an immediate reaction from the union official, Shapiro, who was quoted by the Atlanta Journal as charging:

The Mayor does not want to settled the strike, letting each supervisor decide which employees go back to work is the worst union-bust tactic. He claims to be a friend of labor and yet he has just fired 1,600 poor people, mostly Blacks. The city reneged on a promise of a one-step increase. The Mayor now says you've got the right to strike, but you're fired.

We have no choice but to escalate the strike.

The city has been playing a number's game. Because three people showed up for work at the Cyclorama, they say the strike is over. The city is in for a longer siege.

Our fight is now with the City of Atlanta and its great liberal Mayor.18

The Mayor held standfast to his position that there was no strike because "people who are not employees cannot strike." He began to run ads in the local paper which were supposedly an effort to get the facts of the current city employees' work stoppage before the people.19 Massell also charged that the workers were being "misled" by their leaders who were also outside agitators and a bunch of scoundrels.20 He especially pushed this theme after Jerry Wurf, the International President of AFSCME, came to town and began to lead the negotiations. The union had apparently underestimated him.21 He now admits to knowing little about organized labor at the time.

That put them at a disadvantage...I didn't know to bargain and maneuver and politic and to promise less than what I could do...So when they asked for money I put all my cards on the table. They thought I knew the game and I didn't.22

18 Ibid.
19 Mayor Sam Massell, Memorandum, 15 April 1970, City of Atlanta Bureau of Labor Relations Files, Atlanta Files.
20 Massell Interview.
21 Interview with Dan Sweat, Central Atlanta Progress, 17 February 1977.
22 Massell Interview.
A currently ranking AFSCME official now states that from hindsight, the view Massell expressed was probably true. However, at the time the union was not aware of this Massell shortcoming. Massell also believed the union was not working in the interest of the people it purported to represent, and he was very disturbed by the union's attempt to portray him as a racist.

Two weeks into the strike, the Vice-Mayor proposed binding arbitration. Jackson expressed the opinion that an arbitrator needed to look into the union's claim that the city had promised a raise and the city's contention that union officials had failed to push a compromise as they had promised.23 The Mayor requested a legal opinion on the question of whether or not the city could enter into an agreement for binding arbitration with an employee organization. On March 28, 1970, John E. Daugherty, Associate City Attorney issued the following opinion:

It is our opinion that all legislative authority of the City of Atlanta is vested in the Mayor and Board of Aldermen. Neither the Charter nor the State law authorizes the Mayor and Board of Aldermen to delegate their legislative authority to any other group or person. The term arbitration or binding arbitration means that both parties are bound to carry out the finding of the arbitrator or arbitrating body. Since this would mean that the Mayor and Aldermen were delegating their right to set the salaries for municipal employees to another person or body,

it is our opinion that this would be an unlawful delegation and therefore invalid.\(^\text{24}\)

The Mayor accepted the city's legal opinion. On the other hand, he was of the opinion that the union had no position in the city's employer-employee relationship.

Massell's next move was to use volunteers from the city's prison farm. However, these workers were harassed and none volunteered the next day. John Wright, President of the AFL-CIO's Atlanta Labor Council voiced support for the union's quest for a "fair and reasonable settlement." He acknowledged that city employees were grossly underpaid in comparison to other areas. Wright also made it clear that he felt the strike was centered on "personality conflict" rather than the issues and that Massell's use of city prisoners was unforgiveable.\(^\text{25}\)

Meanwhile, the strike continued and was marked by violence and a large number of arrests.

On March 25, 1970, city employees once again rejected a negotiated agreement between the union leadership and Massell. The agreement was identical to the city's original offer, with one exception. The city now promised to re-employ all strikers; however, they would not be paid for the lost time.\(^\text{26}\)

\(^{24}\)John E. Daugherty to Mayor Sam Massell, Jr., 28 March 1970, Atlanta, City Attorney's Files, Atlanta, Georgia.

\(^{25}\)Atlanta Constitution, 24 March 1970.

\(^{26}\)Uroman.
Leroy Johnson, Jesse Hill and Ralph Abernathy were trying in various ways to mediate. However, some 400 to 500 members of the National Guard which Massell had originally requested from Governor Lester Maddox, were still on standby alert and backed by the State Patrol. All of this show of force only aggravated the strain that existed between the city employees, the union and the Mayor. The Mayor described the situation as a "reign of terror."

Supposedly, union members were preventing loyal workers from returning to their jobs.27

On March 25, 1970, Massell issued a statement which represented his stand on the strike and the union:

My patience has been exhausted. Yet my heart goes out to the workers who have apparently been made a tool of a small band of power-seeking union bosses....I have come to the conclusion that some of the/union officials/ must be ill-motivated and have little interest in the peace and tranquility of our community...This is sad, for they leave us no alternative but to fight in defense--and fight we will!28

Massell then assured workers who wanted to return to their jobs that the Chief of Police had been advised to provide any assistance needed to assure free ingress and egress to all public facilities. He then declared "if this labels me a 'strike breaker;' let me say to my friends in organized labor, I am sorry--but in turn I say I must label you a 'city breaker.'"29

28 Ibid.

29 Ibid.
As the negotiations continued, Massell and Jerry Wurf were pitted against each other. In this clash of personalities, there apparently was an ego problem between the two as well as a question of who was the most powerful. From time to time, both stalked out of meetings and both participated in name calling. Screaming matches were common during the negotiations. According to Professor William Uroman, in his case study of the strike, the following Wurf comments were typical of a television meeting between the two on March 31, 1970.

You lie! You're a contemptible, irresponsible little man. You're playing games with human beings. How sick you must be. You're a little man who suddenly got power and can't handle it!

You ugly, vicious rumor-monger! You contemptible strikebreaker. You are a sorry example of a human. You're not fit for the synagogue. You're the type that was a concentration guard for the Germans!  

Massell usually responded in kind to Wurf's comments and he decided to cease discussions with Wurf.

Massell's reaction to the labor crisis was quite different from Ivan Allen, despite the fact that both mayors were operating with a number one agenda setting process. Unlike Ivan Allen, who calmly negotiated with AFSCME officials during the 1968 Sanitation strike, Massell's behavior indicated a total lack of negotiating
skills. Further, he openly displayed contempt and disdain for the employee representatives. Unlike Allen, he underestimated the level of public support for the sanitation workers and decided to exercise his power to fire them. However, due to tremendous community support for the cause of the poor Black workers, Massell was forced to shift his position.

Before the March 31, 1970 budget deadline ended, the Aldermanic Board adopted and Massell approved a workers' bonus plan. If a worker came to work everyday, at the end of the week he would be rewarded with $5.00. However, this offer was criticized by Atlanta's civil rights leaders, workers and union officials and the strike continued.

At this point, support for the strikers from civil rights groups, Vice-Mayor Jackson and the public began to increase. Locally, funds were channeled through a Strike Assistance Fund. Contributions ranged from $5.00 in individual contributions to a $146.54 donation from the Greater Piney Grove Baptist Church in Atlanta. Nationally, funds came from as far south as Miami, Florida, and as far north as Madison, Wisconsin. The Vice-Mayor disapproved of the methods used by the Mayor to handle the strike. He also differed with the Mayor over whether the city could legally give the employees a pay raise after March 31. Jackson was quoted on the matter by the Atlanta Journal:
I believe that a reasonable and correct interpretation of that section of the city code does not prohibit the type of increase requested by the strikers and their representatives. The limitation mentioned in the ordinance is a prohibition against increasing base salaries... And labor relations have long defined base salaries differently from increment or ingrade compensatory increase.31

Civil Rights entered into the strike despite Massell's efforts to keep the race issue out. Many workers and labor leaders viewed the matter as a black-white issue. Obviously, the city employees on strike were the lowest paid municipal workers and they were almost all black. Even Massell's actions implied that he realized race was involved because he not only consulted his white counterparts, but he had constant consultations with Senator Leroy Johnson, Jesse Hill, Dr. John Middleton, Bishop E. L. Hickman, Benjamin Mays and the Reverend Martin Luther King, Sr. All of these men attempted to keep race out of the issue; however, they cooperated with the Mayor and convinced Black workers to come to terms.

On April 22, 1970, an agreement was signed by Mayor Massell, union officials and community leaders which officially ended the 37 day strike. The agreement stated that the employees were to be reinstated with all rights, privileges and seniority and without prejudice or recrimination. Legal charges against all parties would be dropped by the city. Furthermore, twelve classifications

31Atlanta Journal, 18 April 1970.
of employment were to be referred to the Personnel Board for study, consideration and recommendations. The agreement also sounded a conciliatory note when it claimed, "It is further understood the parties will seek to promote and encourage understanding, harmony and good will in the relationship between the City of Atlanta and its employees." 32

The workers returned to their jobs on April 23, and the Board of Aldermen passed an ordinance to repeal the $5.00 bonus plan and converted the funds into a one-step salary increase. This increase was granted to 2,314 employees in 21 classifications. Apparently Massell had been wrong and Jackson partially right about the question of whether a raise could be given after March 31. According to the April 23 ordinance, the City Attorney ruled that the increase was legal because

the Mayor and the Board of Aldermen could change the method of compensating the employees in an amount not to exceed the funds allocated for the $5.00 bonus, so long as all employees in the 21 classes are benefited by the change and that there are no additional classes or employees added. The City Attorney further rules this will be within the promises of the Charter relating to salary increases. 33

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32 "1970 Strike Agreement," AFSCME Local 1644 Files, Atlanta, Georgia.

33 Atlanta, Georgia, "An Ordinance to Repeal the Ordinance Adopted by the Mayor and Board of Aldermen on Tuesday, March 31, 1970 Thus Amending Chapter 21, Article 11," (23 April 1970).
According to an interview with Massell, which is corroborated by an intra-departmental memorandum in the Financial Department, the strike settlement did not exceed the $400,000 he had supposedly offered the union before the strike. To be exact, the one-step increase was to cost approximately $308,998.00. Massell and the other city decision-makers had entered the crisis with a "family understanding" or a coalesced position which did not shift despite the pressure from "shadow parties."

In this case, the "shadow parties" were community civil rights leaders and the Vice-Mayor. The workers lost pay for 27 work days which amounted to a loss of $481.95 for the lowest paid worker. It would take the lowest paid waste collector approximately 642 days to recover his loss with his new $.75 per day increase. Nevertheless, the sanitation workers did stand up for what they believed in and after it was over, they were MEN. Massell was a winner and a loser. He had won the respect of the anti-union community and lost the support of many Blacks and union forces that had elected him. He proved to be an inexperienced negotiator and a man unable to control his temper. Even though he felt that he had won the battle, the union still got the raise he had at one point termed illegal. However, the unanswered question still remains.

34Atlanta Constitution, 27 April 1970.
eventually won after 37 workless days before the strike ever took place? If he did make such an offer, why had union officials turned him down? Were the workers used as pawns by both parties? Vice-Mayor Jackson came out of the strike unscathed. Because he had opposed Massell's method of handling the strike, and had spoken out on the legality of the raise, AFSCME viewed him as a friend. In the 1973 city elections AFSCME would return the favor.

Strike Aftermath

Although the strike was officially over, wounds created by the intense conflict were not easily healed. This conclusion is supported by Massell's correspondence to AFSCME Local 1644's president, Claude Holt. Massell expressed his concern about the "complete disrespect for the Mayor's office" which had, in his opinion, been displayed by Jerry Wurf during the strike. And now that the strike was over, Massell felt that Wurf was demonstrating the same attitude toward the strike settlement. He then pointedly expressed his view of Mr. Wurf, the strike settlement, and the union.

Jerry Wurf dies hard. It has been my opinion all along that he did not want the strike to end this early and I am even more convinced, now that it has been settled in his absence, after reading his comments from Washington. It is unfortunate that he would demonstrate such complete contempt for Local 1644 of his own Union which set forth in the first sentence of the settlement agreement the desire to "bring peace and harmony."
Mr. Wurf is quoted as saying: "Government officials always complain that they don't have the funds to give raises...but some way or another they reach under the bed and get the money." This was not the case in Atlanta. The records will reveal that when the Union demanded a raise of 2.4 million dollars we offered a package on March 17th totaling just over 3 hundred thousand dollars, and I clearly advised the union officials that we did not have additional funds. These same monies were subsequently allotted to 2300 of the lowest paid employees on March 31st and unilaterally appropriated as a one step raise to those workers on April 20th. The settlement reached thereafter did not in fact call for the expenditure of one single dollar.

A statement by Jesse Epps, one of Mr. Wurf's aides, is included in today's report from Washington claiming that "the Atlanta workers' success will show public employees in other Georgia cities that they can get more while keeping what they already have." This is terribly misleading at the expense of municipal workers, so I am compelled to correct it by pointing out that the workers who were on strike were not paid by the city for the 36 days they were out and were only given minimal amounts from the Union, with the result that it will probably take the normal raises of several years before they will be back "even with the board."

I don't claim to know a lot about union negotiations, so perhaps I am wrong, but it is of considerable surprise to me that after we reach a settlement and the strike is ended the International President and one of his aides should publicly attack me if, in fact, they have any intention of developing any meaningful relationship for their members with this Administration. Perhaps as one who has supported and received support from organized labor I have tried too hard to protect this entity, and instead should acknowledge the possibility that this particular Union has outlived any usefulness it may have been to city employees.

In behalf of city employees who belong to AFSCME, this letter is to request a public apology if it is the wish of this Union to represent them in any meaningful relationship with Atlanta's government.
In addition, it has come to our attention that the Union is distributing a mimeographed letter to employees stating, in part, "Upon reclassification, an additional 533 employees will receive an increase effective May 1." This, too, must be corrected, for it was clearly understood that there was no promise as to how many—if any—of these jobs would be reclassified and a proposed beginning date was purposely deleted by agreement of both sides to allow the city complete flexibility.\textsuperscript{35}

The union did not publicly apologize to Massell and he was now convinced that the union was not seriously seeking reforms to benefit the city's employees. After the strike, the responsibility for union negotiations were given by Massell to the Personnel Board. In an interview, Massell made this statement:

Frankly...by the time the strike had been concluded...I was satisfied beyond any doubt, that AFSCME did not have capable leadership to protect its own members and for that reason I had no interest in them at all...and so...I didn't take any special effort to...try and dissolve their membership other than the check-off.\textsuperscript{36}

During the strike, workers and union officials had complained about working conditions. The union's complaints about the horrid working conditions suffered by waste collectors were confirmed in a Community Relations Commission Report issued in the aftermath of the strike. James Howard and other union officials indicated that the CRC report confirmed the findings of the union.

\textsuperscript{35} Mayor Sam Massell to Claude Holt, 24 April 1970, AFSCME Local 1644 Files, Atlanta, Georgia.

\textsuperscript{36} Massell Interview.
The report indicated that 672 of 714 waste collectors were Black while only two of 52 supervisors were Blacks. The report recommended that Blacks receive greater equity, that better showers and clean up facilities be provided the mean, and that the public be more cooperative.\(^{37}\)

Massell struck back at the union on August 3, 1970, by taking AFSCME's most prized possession, the checkoff. An ordinance was passed which eliminated the more than 10-year practice. Some argue that the checkoff system, where the dues of union members are deducted from their checks, is a prerequisite for an effective union organization. The ordinance had no difficulty passing; only Alderman Marvin Arrington abstained.\(^{38}\) Thus the labor relations of the Massell administration were to evolve in conflict with the union rather than in harmony. The elimination of the checkoff was viewed by many as Massell's attempt to kill the union because of the treatment he received from union officials during the strike.

**Collective Bargaining and Administrative Machinery**

A major innovation which should have brought order to the city's crisis oriented, chaotic labor relations


\(^{38}\)Atlanta, Georgia, "An Ordinance to Amend Article VII of Chapter 2 of the Code of Ordinances, So As to Reveal Section 2-144, Which Now Authorizes the Deduction of Union Dues from City Employees' Wages; and for Other Purposes," (3 August 1970).
was instituted under Sam Massell. The position of Director of Labor Relations was created and Joel Gay, a long-time labor leader, was appointed to the position. An inter-office memorandum describing the nature of the new administrator's work indicated that the Director of Labor Relations would be responsible for developing the city's overall employee-management program. Thus it appeared that the Administration was about to develop a number three agenda setting process which entailed long range planning and a comprehensive approach to labor relations. This would have meant that the Administration had chosen to preclude future reactive, crisis-oriented, incremental decision-making. However, this was not to be the case. In reality, the Director of Labor Relations had no authority and the records indicate that the number one agenda setting process for labor relations continued.

According to Massell, the new director's job was to keep the Mayor advised of problems anywhere in city government. He was "like an Ombudsman, but specifically in the field of labor." This powerless Bureau coupled with the Aldermanic Committees, the Personnel Board and Massell made up the hodge-podge machinery during the Massell administration.

After the 1970 Sanitation Strike, Massell delegated the responsibility for decisions regarding wages and

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39Massell Interview.
working conditions with employees and labor unions to the Personnel Board as stipulated in the 1969 Statement of Policy Resolution. As indicated, in the previous chapter, this plan, according to John F. Burton, calls for the utilization of existing expertise and maintenance of established authority relationship which proved to be an unstable arrangement. It would seem that Massell had chosen to superimpose a bargaining procedure on the traditional government apparatus.

Massell has characterized the relationship which existed between labor and his Administration as "adversary." This relationship was due to many factors: Massell's personal anti-AFSCME feelings; the Administration's belief that the union was trying to take over the city; racism; and the city's hodge-podge labor machinery. This relationship will now be illustrated.

Formal Procedure IAFF

Labor relations problems regarding grievances within the Fire Department were improved tremendously as a result of the recommendations from the 1969 Community Relations Commission Report. The New Grievance Procedures were approved by the Board of Firemasters February 16, 1970\footnote{Atlanta (Georgia) Fire Department, Minutes of Meeting of the Board of Firemasters, meeting of 16 February 1970. (Typewritten.)} but they were never incorporated into an
ordinance nor adopted in resolution form by the Board of Aldermen. Under this new procedure, a fireman could take his grievance to a seven man grievance committee made up of six non-officer firemen, three black and three white, and one citizen from the community at large. According to the procedure, the committee would receive a written complaint from employees of the Atlanta Fire Department within ten days of an alleged incident. The Committee at the close of a hearing or investigation, would submit a written report and recommendation within ten days to the Chief of the Fire Department. The Chief, in turn, would render a decision or ruling within thirty days from the receipt of the Grievance Committee report. If the aggrieved or accused was not satisfied with the Chief's decision or ruling, he could appeal such decision or ruling in writing to the chairman of the Board of Firemasters within ten days after he received notice of the Chief's position. The Board of Firemasters would render its decision or ruling within thirty-five days from the conclusion of its investigation. All decisions or rulings of the Board of Firemasters would be final and binding, subject to the review of the Mayor and Board of Aldermen and/or an appropriate legal tribunal. (See Table 3.)

41Interview with Chief James I. Gibson, Atlanta Fire Department, Atlanta, Georgia, 8 February 1977.
This was the formal procedure by which grievances of firemen were heard.\textsuperscript{42}

The procedure for entering any formal complaint about working conditions or wages was also changed during the Massell administration. The Board of Firemasters ruled at its December 1, 1970 meeting that anyone who desires to appear before the Board of Firemasters should submit in writing to the Chairman of the Board of Firemasters the matter or subject to be discussed. A copy

\textsuperscript{42}"The Establishment of a Grievance Committee of the Atlanta Fire Department and Provisions for Appeals therefrom," Fire Department, Atlanta, Georgia, 16 February 1970, City of Atlanta Fire Department Files, Atlanta, Georgia.
of this should be sent to the Secretary of the Board of Firemasters ten days prior to date of the Board meeting in order to be placed on the Agenda.\textsuperscript{43} This was a move toward an open policy in terms of firemen being allowed to present their complaints directly to the Board as shown in Table 4 above. Previously, they had to go through the Chief and he could determine whether their problems were worthy of the Board's ears.

The Massell administration was characterized by numerous feeble attempts to implement the Community

\textsuperscript{43}Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 1 December 1970. (Typewritten.)
Relations Commission's recommendations. Local 134 never stated a position on the matter. It clung instead to the theory of promotion based on competitive examination which ran counter to the Commission's recommendation. The union's position was always in line with Chief P. O. Williams and Carl T. Sutherland, the Director of Personnel.

In a January 13, 1970 letter to Alderman Jack Summers, Chairman of the Board of Firemasters, Sutherland expressed concern about the publicity that had been given to complaints by Black firemen alleging discrimination in the employment and promotion of firemen. He informed Summers that the Personnel Board, the Director of Personnel, and the Fire Promotion Board had agreed to respond to the Commission's recommendations in the following manner: The suggestion that the Otis-Lennon test be eliminated as the written test presently used to examine applicants for employment and be replaced by a simple requirement that an applicant complete the tenth grade was asinine. This suggestion, according to Sutherland, was "not" practical because a firefighter must be able to do more than "direct a stream of water onto a fire." Thus, the Personnel Department would continue to recruit the best qualified men available to train for careers. In regard to the recommendation that "a black recruiter spend full-time on outside
recruitment," Sutherland felt this request was already being fulfilled. He further stated that the Personnel Board was calling upon Black firemen to assist in recruiting efforts by urging young men who "possess the minimum qualifications" to apply for positions in the Fire Department. The situation wherein the Fire Department recruitment folder had no pictures of black firemen was "inadvertent" and instructions had been issued to prepare a new folder showing at least "one black fireman." The Personnel Director recognized that the request for a full-time black person to be assigned to reception in the Personnel Office was valid and a special effort would be made to secure a "qualified black interviewer" whenever a vacancy occurred. Moreover, the request that the Firemen Interview Panel be expanded to three members with the third one being Black was being implemented. However, the proposal "that all bona fide residents of the City of Atlanta" applying for any Civil Service job be given a small number of points on hiring examination for living in the city of Atlanta was not consistent with the mission of securing for the city government the best qualified employees available.\(^4^4\)

The denial of this request seemed to ignore the fact that it was common practice to add points to the

\(^4^4\)Carl T. Sutherland to Reverend Samuel W. Williams, 13 January 1970, City of Atlanta Fire Department Files, Atlanta, Georgia.
civil service exam scores of military veterans. Also, it appears to discriminate because at this juncture in history, approximately 50 percent of Atlanta residents were Black and this concession might have given Blacks a chance to catch up in the Fire Department and make amends for all the years of discrimination. Also, one must remember that over half of the force were members of Local 134 and it was common knowledge that its membership was predominately white and most whites had begun to flee the city limits of Atlanta. Hence, the move toward giving residents of Atlanta bonus points would definitely have enhanced the status of Black applicants. The group also agreed to fully integrate fire stations by placing Black firemen in all stations and on most shifts. Yet, approximately half of the Black firemen continued to serve as the lone black on most shifts instead of in pairs as recommended by the Commission. In fact, it appears that the only concession made to the Commission and the Brothers Combined without modifications was the assurance that a Black firemen's picture would be included in the Fire Department's recruiting brochure.

With regard to promotions, the Fire Board maintained its old policy endorsed by Local 134. "As Black firemen gain experience with additional service they will be able to compete successfully for officer positions."45

45Carl T. Sutherland to Reverend Samuel W. Williams, 13 January 1970, City of Atlanta Fire Department Files, Atlanta, Georgia.
The Fire Board ruled that the Register for the Fire Lieutenant's examination given March 1969 was acceptable. It disagreed with the Commission's claim that discrimination was practiced in establishing the Register because white firemen were allowed to attend a special school where they were exposed to the examination materials and Black firemen were excluded. Thus the Fire Promotion Board made no concessions to the Commission Report.

At the Board of Firemasters meeting January 6, 1970, Local 134 requested a one step salary increase and a correction of any injustices in longevity pay. The Board simply listened to the request. Mr. William Hamer, of the Brothers Combined, continued in his role of gadfly and offered proposals that would help eliminate discrimination against Black firemen. Among his concerns were segregated sleeping and locker arrangements as well as the promotion process. Local 134 remained silent on these issues. Vice-Mayor Maynard Jackson made a motion that the Board of Firemasters recommend to the Fire Promotion Board that they select the two Black Firemen who had passed the Lieutenant's examination given March 1969 and promote them to Chief's Aides. This motion was carried unanimously. This suggestion on

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46 Ibid.

47 Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 6 January 1970. (Typewritten.)
surface appeared to be routine, but, it was a very sensitive matter. One of the major complaints of the Brothers Combined was the seemingly unfair method used by the Chiefs to select their aides. Top men on the list could be overlooked and the lowest man on the list chosen based on the Chiefs' personal preferences. Once selected as a Chief's aid, one was automatically a lieutenant and most became Captain within a short period of time. This appeared to be a fast route for promotion for the Chiefs' favorites; in fact, it smacked of a bona fide spoils system.

After the unfavorable publicity given this procedure by the Community Relations Commission, the Fire Promotional Board encouraged the Chiefs to select Aides from the top of the Lieutenants' Register. However, the Vice-Mayor was requesting that the procedures be bent once more in order to have two Black officers, which seemed fair based on past shenanigans in the department in particular. Nevertheless, Chief P. O. Williams was adamantly opposed to this move. He argued that the two Blacks had passed the examination; however, they were not qualified to be Chiefs' Aides because their records were too bad.48

In order to solve the problem, the Firemasters held a special meeting on February 2, 1970. Despite the protest

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48 Interview with William Hamer, President of Brothers Combined, Atlanta, Georgia, 29 April 1977.
from Local 134, Chief Williams made the following recommendations which were approved by the Board of Firemasters. The two Black firemen presently on the Fire Lieutenants' Register were to be promoted within ninety days to rank of Chief's Aide. Another Black was to be moved into the Fire Prevention Bureau to help in Public Relations. According to Chief Williams, "these promotions and this move _were_ immediate and visible symbols of his determination to help better the relations between the races."\(^{49}\) Although Local 134 had never stated any opposition to the old practice of promotion, on this occasion it now adopted the position of Chief Williams. Local 134 mustered all the ammunition it could to protest the Firemaster's move when it brought Charles Hall, District Vice-President of the International Association of Firefighters, Washington, D. C., to the meeting and requested that he be allowed to speak. Hall stated that the National's position was that promotions be based on competitive examination. However, he made the following recommendations regarding the Atlanta promotional system.

1. List of materials from which exam is taken to be posted in all stations.
2. All promotions to be made from the top of list.
3. All in line promotions shall be made competitive.

\(^{49}\)Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 2 February 1970. (Typewritten.)
4. Training school should be made available for all members seeking promotion.
5. Institution of grievance procedures to allow test grades to be appealed before the promotion list is certified.50

It is questionable as to whether Local 134's concerns was over the issue of promotion or the issue of the promotion of Blacks. Regardless of the source of the concern, the Board of Firemasters simply listened.

Despite the less than casual response from the Board, Local 134 became zealous in its efforts to insure that promotions be based on competitive examinations. At the March 30, 1970, Board of Firemasters' meeting, two unusual resolutions were presented by Mr. Ellis, President of Local 134. The first resolution requested that only those who had passed the examination for officers be allowed to be in charge of a fire apparatus. The second resolution requested that all fire apparatus operators be required to pass the test as qualified operators.51 According to Mr. Hamer, these unusual resolutions were a direct result of Black firemen requesting permission to drive fire trucks back to the station after a fire. This was a means of acquiring experience and the privilege was the discretion of the Officer in charge. Furthermore, the procedure was a long established one. It was at this

50Ibid.
51Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 30 March 1970. (Typewritten.)
point in time that Black firemen requested the opportunity of doing something that white firemen had always been allowed to do. Everybody knew that in order to be licensed, you had to pass the written and practical examination at the Fire Tower and everyone also knew this was an accepted way to get experience. Thus it appeared that Local 134 was set on preventing or hindering Black firemen from becoming fire apparatus operators. The Board ignored the request. Mr. Hamer spoke briefly on white firemen's disrespect for Blacks and Local 134 requested the restoration of seniority lost during the 1966 strike. There appeared to be a running feud between Local 134 and the Brothers Combined. However, the Board of Firemasters simply listened to the petitions but took no action.

On March 31, 1970, Chief P. O. Williams informed the Board of Firemasters of actions taken by the Fire Department in regard to recommendations made by the Community Relations Commission. The departmental hiring policy would remain the same. However, the Fire Promotional Board had revised promotional policies wherein all Lieutenants would be recommended for promotion from the top of the register and could be assigned as House Lieutenants, Aides to Chiefs, Rescue Lieutenants, or Training Lieutenants. However, he reminded them that

52 Hamer Interview.
these rules were rescinded for a period of ninety days to allow two Black firemen on the Lieutenants' Register to be promoted to Chiefs' Aides with the rank of Lieutenant. Thus on March 7, 1970, Atlanta got its first Black fire officer, Frank Bolden. The Chief further stated that the Chief of Training had started an Officer's Candidate School which would cover all phases of Fire Department Activities and study material would be issued to each man attending the school.\textsuperscript{53} It must be noted that this proposal had been specifically presented by Local 134 through Charles Hall, not the Commission. He also stated that personal indignities toward individual firemen would not be tolerated; that the Grievance Committee was functioning; and that work was being done toward creating a human relations program. He concluded his report with "we have come a long way in a very short time."\textsuperscript{54} It probably would have been more appropriate to state: we have been dragged kicking and screaming a short way in a long time.

During the months of March and April, 1970, the city of Atlanta was faced with a crippling sanitation strike by AFSCME. However, Local 134 through Captain Joe Whitley assured the city that they would remain loyal

\textsuperscript{53}Chief P. O. Williams to the Board of Firemasters, 31 March 1970, City of Atlanta Fire Department Files, Atlanta, Georgia.

\textsuperscript{54}Ibid.
to the city during the crisis. Local 134 was concerned about possible concessions to the sanitation strikers. Of particular interest was the possibility of the city offering the strikers their jobs back with all benefits when the same was not done for firefighters in the 1966 strike. The union also warned of possible legal action if the city granted the strikers anything that did not apply to the firemen. They were definitely of the opinion that the conversion of the bonus to a one step raise was illegal because of the budget law.55 However, none of the threats was carried out. The sanitation workers did get their jobs back with full benefits and a one step raise.

Local 134 finally won a four year fight to regain seniority lost during the 1966 strike of August 31, 1970. At the August monthly meeting of the Board of Firemasters, Mr. W. E. Findley, Committee Chairman of Seniority for Local 134, requested that seniority be restored. The Board decided to restore full seniority. However, a demand of the Brothers Combined directed toward ending segregated bunks and lockers was added. According to the agreement, bunks and lockers with the exception of Captain, Lieutenant and Fire Apparatus Operators were to be assigned alphabetically as of September 15, 1970.56

55George Berry to Dan Sweat, 7 April 1970, City of Atlanta Fire Department Files, Atlanta, Georgia.

56Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 31 August 1970. (Typewritten.)
Hence, Local 134 and the Brothers Combined, in their view, had won a significant victory. At the same meeting, Local 134 requested that the firemen's uniform allowance be the same as the police department's allowance—$125.00 per year. This request was submitted by the Board of Firemasters to the Finance Committee and approved by that body, and the Board of Aldermen approved the request in ordinance form on March 1, 1971.

A major conflict between the city and Local 134 revolved around parity in pay for police and firemen. Early in the Massell administration, policemen were given a 21.25 percent pay increase while firemen and other city employees received a 8.5 percent salary increase. This move wiped out parity in pay between the two groups which had existed during the Allen administration. Local 134 appealed the changes in salary between the two groups to the Board of Firemasters and was actively supported in its efforts by Alderman H. D. Dodson, Chairman of the Board of Firemasters. Local 134 communicated its concern

57 Alderman Jack Summers to Alderman Joel E. Stokes, 3 September 1970, City of Atlanta Fire Department Files, Atlanta, Georgia.
58 Atlanta (Georgia) City Government, Minutes of Meetings of the Board of Aldermen, meeting of 1 March 1971. (Typewritten.)
59 Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 28 September 1970. (Typewritten.)
60 Alderman H. D. Dodson to Chief P. O. Williams, 25 January 1971, City of Atlanta Fire Department Files, Atlanta, Georgia.
about the matter and the request was referred to the
Finance Committee.61 The Committee recommended that
the communication be filed.62 During this same period,
a proposed ordinance to bring back parity was authored
by Alderman H. D. Dodson. It was read to the Board of
Aldermen and referred to the Finance Committee.63 The
Finance Committee returned it to the Board with an ad-
verse recommendation, February 1, 1971 to which the
Board agreed.64 The matter of parity was also sup-
ported by Chief P. O. Williams, and he was of the opin-
ion that his recruitment efforts were being hindered by
the disparity in pay between the two groups. At the
September 9, 1972, meeting of the Board of Firemasters,
he expressed his concern with the problems involved in
recruiting firemen at $612.00 per month on a 56 hour
week and policemen at $693.00 per month on a 40 hour
work week. He stated that the Fire Department had thirty

61Atlanta (Georgia) City Government, Minutes of
Meetings of the Board of Aldermen, meeting of 4 January
1971. (Typewritten.)

62Atlanta (Georgia) City Government, Minutes of
Meetings of the Board of Aldermen, meeting of 1 February
1971. (Typewritten.)

63Atlanta (Georgia) City Government, Minutes of
Meetings of the Board of Aldermen, meeting of 18 January
1971. (Typewritten.)

64Atlanta (Georgia) City Government, Minutes of
Meetings of the Board of Aldermen, meeting of 1 February
1971. (Typewritten.)
vacancies and was unable to recruit twelve men during the last recruitment. He felt that if parity in policemen and firemen pay was returned, his effort would vastly improve. 65 Despite support from the Chief of the Fire Department and the Board of Firemasters for the cause of Local 134, the Finance Committee supported the position of the Mayor and continued to render adverse decisions on requests for parity. These adverse decisions were always approved by the Board of Aldermen indicating a "family understanding" among the decision-makers on the question of parity.

In addition to the battle for parity, Local 134 spent most of its energy fighting for a 40 hour work week, and a shift and night differential wage schedule during the Massell administration. 66 The firemen felt that they should be treated as other city employees. Thus a 40 hour work week and extra pay for night duty was justly theirs. Except for the occasional salary increases, the Local's demands fell on deaf ears. The Board of Firemasters continued to present resolutions for a 40 hour work week, and a shift and night differential wage

65 Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 25 September 1972. (Typewritten.)

66 Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 16 April 1973, meeting of 28 February 1972, meeting of 20 December 1971, meeting of 9 November 1971. (Typewritten.)
schedule to the Finance Committee, but the Committee always returned adverse reports which were accepted by the Board of Aldermen.\footnote{Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 27 March 1972. (Typewritten.)} As in the case of parity, the decision-makers had reached a "family understanding" on the matter in question.

In terms of better working conditions, the major victory won by Local 134 under the Massell administration was the "24 hour on, 48 hour off" work week. At the July 2, 1973, Board of Firemasters meeting, W. J. Hunter, Vice-President of Local 134, appeared before the Board and argued the advantages of the 24-48 proposal. The Board in its deliberations made no decision regarding the matter.\footnote{Atlanta (Georgia) Fire Department, Minutes of Meetings of the Board of Firemasters, meeting of 2 July 1973. (Typewritten.)} The initiative to implement the 24-48 came directly from Mayor Massell. According to the Mayor, the 24-48 was his idea and he was not encouraged in his efforts by the union.\footnote{Massell Interview.} Notwithstanding, his claim is not corroborated by the union or the records. Nevertheless, the Mayor and the union supported and pushed the 24-48 concept and it became a reality.

During the Massell administration, there was an effort led by Vice-Minor Jackson who had been actively
involved with the Board of Firemasters to give formal recognition to IAFF Local 134. In 1971, the State IAFF was successful in its lobbying efforts, and the Georgia Assembly passed the Fire Fighter's Mediation Act granting fire fighters in cities of 20,000 or more inhabitants that elected coverage the right to bargain collectively. According to the statute, fire fighters could be represented by a labor organization and could bargain for wages, rates of pay, hours, working conditions and all other terms and conditions of employment. Further, in the event of impasse, mediators could be authorized to conduct hearings and submit non-binding findings. Contracts, not to exceed a term of one year, could be negotiated; however, any contract had to contain a provision against strikes and job actions. On August 2, 1971, Vice-Mayor Jackson and Alderman Marvin Arrington presented an ordinance to the Aldermen providing for the City of Atlanta to adopt the provision of the 1971 "Fire Fighter's Mediation Act" for consideration. At the Aldermen's meeting on August 16, 1971, the paper was read for the second time. Alderman Leftwich questioned the


71Atlanta (Georgia) City Government, Minutes of Meetings of the Board of Aldermen, meeting of 2 August 1971. (Typewritten.)
legality of the paper because it was co-sponsored by the Vice-Mayor. The City Attorney researched the question and found that the Vice Mayor was not in fact a member of the Board of Aldermen and consequently could not introduce legislation for the Board to act upon. On the other hand, the City Attorney ruled that the paper was legal because it was co-sponsored. The Board of Aldermen voted to adopt the Ordinance by a show of hands (7 yeas and 6 nays which were not recorded by name) and the record does not show how individual aldermen cast their votes. Near the end of the meeting, Alderman Wyche Fowler stated that the paper should be reconsidered at the next regular meeting of the Council.\textsuperscript{72} At the September 7, 1971, meeting of the Board of Aldermen, the paper was reconsidered and a lengthy debate ensued. The paper was defeated by a vote of 9 to 6 again by show of hands.\textsuperscript{73} The Mayor felt his constituency was anti-labor and he opposed the ordinance. Obviously, between the Board meetings, he was able to garner enough support to defeat Jackson's efforts. For all practical purposes, this was the end of the consideration given to the Fire Fighter's Mediation Act. The law-making body of the city has never seriously considered it

\textsuperscript{72} Atlanta (Georgia) City Government, Minutes of Meetings of the Board of Aldermen, meeting of 16 August 1971. (Typewritten.)

\textsuperscript{73} Atlanta (Georgia) City Government, Minutes of Meetings of the Board of Aldermen, meeting of 7 September 1971. (Typewritten.)
again. Thus, when the city could legally engage in collective bargaining and contract with a group of city employees, it failed to do so. One alderman now argues that he was lukewarm to the ordinance because he did not believe it was constitutional. However, if the aldermen had been committed to developing formal "legal" arrangements with the IAFF it could have done so and left any question of constitutionality to be decided by the courts. Yet, some blame for the failure of the Board of Aldermen to approve the Ordinance must rest with Local 134. The evidence indicates that the union did not actively lobby for its passage. This half-hearted effort was possible due to the union's primary concern with parity, pay raises, the forty-hour work week and the general weakness of the Local.

The Massell regime came to a close while the battle lines were being drawn among IAFF, the city, and the Brothers Combined over the issue of promotions. This was part of the legacy which Massell was to bequeath to the Jackson administration in the area of labor relations. In November, 1972, William Hamer and four other Black firemen filed charges of promotion discrimination against the City of Atlanta's Fire Department with the

74 Interview with Q. V. Williamson, Atlanta City Councilman, 11 February 1977, Atlanta, Georgia.

75 Local 134 never presented the matter before the Board of Firemasters, nor did it send any communications to the Board of Aldermen.
Equal Employment Opportunity Commission (EEOC). The
Board of Firemasters minutes from 1969-1972 abound
with allegations of Black firemen that information pertain-
ting to firemen in general was withheld from them.
In order to seek redress of their grievance, five Black
firemen filed a complaint with EEOC in 1972. On
October 23, 1973, Franklin Thomas, Director of Personnel,
in a letter to EEOC expressed a willingness on behalf of the
Fire Department to voluntarily change some of its
promotional policies. However, EEOC did not rule on the
issues raised by the five Blacks until the Jackson
administration took office. The EEOC ruling, and the
court actions, starting in 1974, on the part of the city,
Local 134, the U. S. Justice Department and the Brothers
Combined literally turned the Fire Department inside out.
Hence, the Massell administration's pattern of labor
relations with the fire fighters set the city on a colli-
sion course because it was unable to devise an equitable
promotions policy for the department.

Formal Procedures AFSCME

The mechanism for dealing with labor problems in-
volving AFSCME under the Massell administration was

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76 Hamer Interview.

77 Franklin W. Thomas to Reuben M. Taylor, 23 October 1973, City of Atlanta Fire Department Files, Atlanta, Georgia.
similar to the Ivan Allen operation. Although Massell claimed to have an open door policy (any employee or group could discuss with him at anytime), this statement was not true for AFSCME after the March-April 1970 Sanitation Strike. Massell indicated that after the strike was over, he was satisfied beyond any doubt that AFSCME did not have leadership that was capable of protecting its own members. Thus he took no interest in them at all. Rather, he referred AFSCME matters to the Personnel Board.

As state previously, the Massell administration revoked checkoff privileges after the strike. In an effort to resume discussions with the city, Local 1644 voted to strike on August 20, 1970. However, they gave their leaders the authority to decide when a strike would begin. William Lucy, Executive Assistant to Jerry Wurf, was in town when the vote was taken. The union was angry because Massell had revoked the checkoff and many felt that the right to organize was at stake. In effect, they believed Massell was trying to destroy the Union.78 A request that negotiations commence immediately was delivered by hand to the Mayor's office on August 25 by AFSCME. The union requested that the city negotiate a one year written agreement to cover the following items: immediate implementation of the recommendations of the

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Community Relations Commission studies, (1) "Atlanta's Waste Collection System" and "Minority Hiring and Promotion Practices"; (2) a living wage for all city employees; (3) protection from the spiraling cost of living; (4) employer paid life insurance and medical hospital benefits; (5) elimination of the five year step system; (6) implementation of the previous agreement on employee classification; (7) correction of inequities; (8) hazard pay; (9) job security; (10) bona fide promotional system; (11) bona fide grievance procedure terminating in impartial binding arbitration; (12) union recognition and union securities and necessary improvements in all other terms and conditions of employment.79

A prompt response came from the Mayor's office regarding the union's request. Massell stated, "if the intent of the union is to develop dialogue toward improved employer-employee relations, then I am pleased to encourage pursuance of the same."80 He then informed the group that their requests were being forwarded to the Honorable J. D. Grier, Chairman of the Personnel Board for consideration. In this way, Massell had shifted union discussions to the Personnel Board and out of his

79 Thomas Adams to Mayor Sam Massell, 25 August 1970, AFSCME Local 1644 Files, Atlanta, Georgia.

80 Mayor Sam Massell to Thomas Adams, 25 August 1970, AFSCME Local 1644 Files, Atlanta, Georgia.
hair. The Personnel Board's duties were to arrange meetings with representatives of the Union at convenient dates. At the conclusion of the discussions, recommendations were to be made to the Mayor who would ask the Board of Aldermen to "conscientiously" consider them. The Mayor then stated:

In the interest of the thousands of city employees who could be beneficially affected by various reforms in employment practices, I take this opportunity to suggest a formal denial at this time by the AFSCME Union of any plans to call a strike, for certainly good faith deliberations could be hampered if conducted under the threat of such action. 81

The union was pleased with the city's prompt response to their request. They also expressed pleasure with the Mayor's choice of J. D. Grier to arrange the meeting dates. Grier had been an active supporter of labor for some time. However, the union noted that Grier and the Personnel Board could only deal with non-economic items and that their laundry list included economic matters as well. Financial matters had always been in the Finance Committee's jurisdiction. Since the Massell communications did not refer to the Finance Committee, union officials were concerned as to whether this was an oversight. In order to improve communication between the parties, Thomas Adams stated the union's position.

81 Ibid.
The union negotiating committee has full authority from the membership to enter into good faith collective bargaining on all issues affecting wages, hours and conditions of employment, subject to ratification of the results of our deliberations, by the union membership.

We trust that the city has similarly empowered its representatives, so that no unnecessary delay is encountered in the effort to resolve the differences between the city and the employees.82

After several days, and no response from the Mayor, the union was particularly perturbed because there had been no clarification regarding the Personnel Board's role in the discussions. When no reaction from the Mayor was forthcoming by September 3rd as to who would discuss economic matters, the union questioned the city's willingness to deal in "good faith." If indeed the city was serious, why did it not officially authorize the management committee to deal with the union on the entire proposal rather than simply those items of non-economic nature? Further, the union stated that it was prepared to "negotiate in good faith around the clock, if need be, to resolve the differences."83

An attempt was made by the Mayor on September 18 to alleviate the concerns of the union. Massell informed Thomas Adams, a union official, that he had met with the

82 Thomas Adams to Mayor Sam Massell, 25 August 1970 (Second letter), AFSCME Local 1644 Files, Atlanta, Georgia.

83 Thomas Adams to Mayor Sam Massell, 3 September 1970, AFSCME Local 1644 Files, Atlanta, Georgia.
Chairman of the Personnel Board and other Departments to inform them of his desire for the union discussions to "be in good faith with a sincere effort at determining the needs and responsibilities flowing one to the other between employer and employee." Ultimately, the findings of the Personnel Board would be recommended to the Board of Aldermen in order to assist the Board in their deliberations with regard to salaries, working conditions and other matters affecting city employees.

Then he stated:

I purposely made my charge to the Personnel Board as broad as possible so that they would not feel restricted or in any way limited in such a study as they might wish to pursue.

Between September and December of 1970 the AFSCME negotiating team met for hours with the Personnel Board in an attempt to hammer out an agreement. The union intended to negotiate a contract. However, Massell was of the opinion that a contract would not be legal; thus, any recommendations from the Personnel Board would have to be adopted by the Board of Aldermen and approved by the Mayor.

The Reverend J. D. Grier on December 16, 1970, submitted the results of the discussions with representatives

84 Mayor Sam Massell to Thomas Adams, 18 September 1970, AFSCME Local 1644 Files, Atlanta, Georgia.
85 Ibid.
86 Grier Interview.
of AFSCME Local 1644 and other representatives of employees in the city of Atlanta to Mayor Massell. The recommendations included an amended Statement of Policy together with an amended Grievance Procedure. The union had also asked for and the Personnel Board recommended the following: an additional holiday for all city employees (Martin Luther King, Jr.'s Birthday), the restoration of dues checkoff; layoff would begin with persons having the least seniority; seniority would be a major consideration in all transfers; the city would implement the safety recommendations for employees contained in the Community Relations Commission's Report; and Union stewards would be allowed to investigate and process employee grievances during working hours without loss of time or pay.87

Before the Mayor responded to the Personnel Board, the Finance Committee voted informally but overwhelmingly to refuse to restore the checkoff on January 8, 1971.88 Upon hearing the news, the sanitation workers began to engage in scattered work stoppage and picketing. This activity on the part of the workers continued for several months. However, the city did not fear a crippling strike because employees had received a two-step raise during the

87 Reverend J. J. Grier to Mayor Sam Massell, 16 December 1970, AFSCME Local 1644 Files, Atlanta, Georgia.

month of January and the aldermen had also instituted a $100.00 minimum weekly wage. The city also warned that it had a well organized emergency plan to use in case a strike took place.\footnote{Sweat Interview.} Massell was not interested in restoring checkoff without restrictions, and, at his request, Senator Leroy Johnson tested out the feelings of high ranking AFSCME officials in Washington, D. C.\footnote{Massell Interview.} The city's message was that it might consider restoration of checkoff if the union agreed to a three year no-strike pledge.\footnote{Atlanta Constitution, 21 January 1971.} Massell was convinced that public opinion was on his side. Thus, he was interested in obtaining a no-strike pledge because it might insure him re-election for a second term.

The Personnel Board and the AFSCME negotiating team went back to the table and concluded an agreement regarding restoration of checkoff with restrictions. AFSCME agreed that there would be no strikes, stoppages or slow-down for a period of twelve months and that the Mayor and Board of Aldermen should agree that there would be no lockouts for a period of twelve months. This twelve month no-strike agreement was to become a part of the package presented to the Mayor on December 16,
1970. Further, the two parties agreed that union representatives and representatives of the City of Atlanta would continue to meet for discussions concerning wage and other conditions of employment with a "view toward extending this agreement for an additional twenty-four months." The revised package was presented to the Mayor by J. D. Grier January 26, 1971.

Massell responded to Grier on February 10, stating that he had carefully reviewed and considered the Personnel Board's recommendations. He was clearly of the opinion that a majority of the Board of Aldermen would not support the recommendations and further, the public should be given more protection.

I am of the opinion that a four year moratorium on strikes, work stoppages and slow-downs would demonstrate to Atlanta's credit around the country a sincere effort toward a cooperative partnership between labor and management... at a time when many cities are freezing job classifications cutting salaries and decreasing employment rolls. I am pleased and proud that we were able to provide the monetary benefits requested and earned by the rank and file employees, and I hope we will be in a position to continue such strides of progress as a result of future efficiency.

Union officials did not take Massell's offer lightly. They viewed it as an attempt to "blackmail" them.

92Reverend J. D. Grier to Mayor Sam Massell, 26 January 1971, AFSCME Local 1644 Files, Atlanta, Georgia.

93Mayor Sam Massell to Reverend J. D. Grier, 16 February 1971, AFSCME Local 1644 Files, Atlanta, Georgia.
The Finance Committee, on February 17, 1971, approved parts of the package negotiated by the Personnel Board. All of the provisions were approved except the recommendation regarding checkoff. Wade Mitchell, Chairman of the Committee, agreed to recommend the portion the committee had approved to the Board of Aldermen.

The full Aldermanic Board referred the package, which has been negotiated by the Personnel Board and approved by the Finance Committee, except for dues checkoff, to the Joint Public Works and Water Works Committee in March. The Board was of the opinion that the Joint Committee should deal with the labor problem since it was responsible for setting policy for the department most affected by the sporadic union-directed work stoppages which had transpired since January. However, this action by the Aldermanic Board simply pointed up the instability inherent in a bargaining system imposed on the existing structure of authority without modifications. In the 1969 Statement of Policy, the Aldermanic Board had delegated bargaining responsibilities to the Personnel Board. This policy had been implemented by Massell when he appointed the Personnel Board to negotiate with the unions in September, 1970. In spite of these actions, the problem of fragmented authority for labor relation had been left unresolved. The centers of power within the Administration (in this case the Aldermanic committees) remained
unchanged and had now been directed by the Aldermanic Board to engage in labor negotiations. As indicated by Burton and Hildebrand, elected officials are sometimes anxious to negotiate with the Unions because it might pay to play pro-union politics. To negotiate might also strengthen the authority of elected officials over their traditional jurisdictions. In any case, the legislative branch was now engaged in collective bargaining. The union took advantage of this apparent confusion and actively lobbied with various members of the Committee for their support. The union representatives were aware of the fact that bargaining had shifted from a bilateral to a multilateral operation.

In a few days, an agreement between AFSCME and the Joint Committee had been reached. The new agreement contained terms more favorable than those negotiated with the Personnel Board. The obvious lack of a coalescence or "family understanding" on the part of the decision-makers made this possible. A major concession found in the agreement was fact-finding. The agreement was submitted to the City Attorney's office for a legal opinion, and a section of the agreement entitled "Resolving Disputes" apparently presented some legal difficulty. John E. Daugherty, Associate City Attorney, was of the opinion

that although the proposal did not require mandatory arbitration on the part of the city, it did require the city to enter into fact-finding proceedings upon the request of someone other than the Mayor and Board of Aldermen. For these reasons, Daugherty felt the sections constituted an unlawful delegation of authority. Daugherty also objected to the section which prohibited the city from taking any actions for a period of sixty days following a request for fact finding which he saw as a further invasion of the Mayor and Board of Aldermen's authority. He also objected to statements in the proposal such as "agreement between the parties" and "the official representative of the employees." As far as he was concerned, an "Agreement between the City of Atlanta and any organization representing employees" had never existed. To buttress his conclusion, he quoted an opinion issued by Henry L. Bowden, City Attorney, December 4, 1970.

Thus, it is my opinion that any written agreement with a labor union containing terms as previously assumed would constitute a bar to free legislation in matters of municipal government by the present and future Mayor and Board of Aldermen of the City of Atlanta.96

Therefore, Daugherty was of the opinion that the city did not have the authority to enter into this proposal and

95John E. Daugherty to Q. V. Williamson, 17 March 1971, AFSCME Local 1644 Files, Atlanta, Georgia.

96Ibid.
"there could be no unilateral adoption of such a procedure by the city in as much as this \[\text{required}\] agreement between the two organizations."\(^{97}\)

The Public Works and Water Committees also agreed to another clause which the union had worked to obtain for a long time. The representation clause would have recognized the right of one Chief Steward in each City substation to process and investigate employee grievances during working hours without loss of time or pay. Robert S. Wiggins, of the city legal department, was of the opinion that this clause was not legal because there were no ordinances on the book which allowed an employee to work for others on city time. However, he indicated that the Mayor and Board of Aldermen could adopt such an ordinance. Evidently this opinion cooled the ardor of the committee because it was deleted.\(^{98}\)

While the Joint Committees were hammering out a settlement with the union, Massell was busy developing a rigid proposal of his own. Under the Mayor's plan, check-off would be restored. However, the new procedure would exclude firemen, supervisors and positions defined as technical or administrative. No group was excluded under the old ordinance and the new Committee proposals. The proposal would extract a one year "no strike" pledge,

\(^{97}\)Ibid.

\(^{98}\)Robert S. Wiggins to Q. V. Williamson, 16 March 1971, AFSCME Local 1644 Files, Atlanta, Georgia.
and the city's Finance Director would be allowed to hold up remittance of union dues for 95 to 110 days after deduction. This lag in payment to the union was to be used as leverage against a strike. In the event the union participated in a strike, the Director of Finance was authorized to pay any amount of any deductions still in his hands at the time to the city as payment for the cost of terminating the deduction. 99

Massell informed the Aldermanic Committee that he could under no circumstances support their now agreed upon restoration of checkoff with no restrictions. In a public relations ploy, in the middle of the controversy, Massell professed to look into union complaints by working on a city garbage truck. He related in an interview that he found a few minor problems which he remedied personally. 100

At this juncture, it was blatantly obvious that management, meaning the Mayor and the different committees, was divided over the matter of dues checkoff. The Mayor, with his strong anti-AFSCME feelings, had developed a proposal unilaterally which he knew was unacceptable to AFSCME. The collective bargaining process was at this point a hybrid form: the Mayor had decided to unilaterally make a decision, the union had negotiated bilaterally

99 Dan Sweat to Members of the Board of Aldermen, 12 April 1971, AFSCME Local 1644 Files, Atlanta, Georgia.

100 Massell Interview, and Atlanta Constitution, 27 April 1971.
an agreement with the Personnel Board which had been given the authority to negotiate; and the union was now engaged in multilateral discussions with the Joint Committee. According to the Kochran concept of multilateral bargaining, one could predict that some concessions would be made to the union because of the difference of opinion regarding the negotiations among the Personnel Board, the Joint Aldermanic Committee and the Mayor.

It was now clear to Alderman Q. V. Williamson that his liberal Joint Committee-Union agreement was doomed. There was no way for it to get through the full Aldermanic Board. After a careful count, Alderman Williamson in an interview, stated that he did not have enough votes to pass the accord, let alone override the Mayor's promised veto. The Mayor, he felt, had used his power to pressure some of the aldermen to oppose the measure. Because the Mayor had the power to appoint committee members and Chairmen of Committees he was in a strong position. "On crucial matters if you didn't vote the way the Mayor wanted, you could be removed from your committee and placed as Chairman of the Look Out Committee." According to Alderman Williamson, the function of the Look Out Committee was to "look out the window to see what was going on." With this kind of leverage and the general anti-Union sentiment which pervaded the Aldermanic Board, Massell was able to have his way. Rather than taste
bitter defeat, Alderman Williamson introduced his proposed ordinance in the form of a resolution deleting the checkoff provision and it passed. Once again the decision-makers had engaged in decision-avoidance. They were unwilling to take a stand which would be binding, preserving their prerogative to do nothing if they chose. Further, the "family understanding," (which was opposition to restoring checkoff) which Massell and the majority of the Aldermanic Board had reached before any of the bargaining took place was preserved.

The Resolution was adopted by the Board of Aldermen May 3, 1971 and approved by Sam Massell May 7, 1971. It included a revised "Statement of Policy," "Grievance Procedures" and "Recommendations." This Resolution replaced the May 15, 1969, Resolution, regarding labor matters, and it clarified the city's Statement of Policy.

During the month of September in each year, the Personnel Board will entertain formal or informal presentations or recommendations concerning pay, hours and other conditions of employees. The American Federation of State, County and Municipal Employees, AFL-CIO, International Association of Fire Fighters, or other recognized organizations representing employees of the City who are members of such recognized organizations.

The Resolution recommendations covered layoffs, transfers, promotions, subcontracting, safety, maintenance of standards, 

101 Williamson Interview.

102 Atlanta, Georgia, "A Resolution Changing the 'Statement of Policy and Grievance Procedure' of the City of Atlanta" Resolution. (7 May 1971).
maintenance of conditions and voluntary joint fact finding. Except for the changes in language, the Resolution included all the recommendations of the Personnel Board except for the Representation Clause (which the city's legal department had advised against) and the authority to deduct Union dues from city employee's wages which was by now for all intents and purposes a dead issue. On the other hand, the voluntary joint fact finding clause was a new development. The clause spelled out how a fact-finder would be selected and that his fee, which would not exceed $1,000, would be borne equally by the city and labor organization requesting such a person. However, the resolution was clear that this was plain and simple fact-finding and that the fact finding would not be binding on either party.\textsuperscript{103}

In an attempt to bring Massell to terms regarding dues checkoff, the AFL-CIO community in the city withdrew its invitation to Massell to bring greetings to their May 12, 1971 Labor Awards Banquet. Jerry Wurf, National President of AFSCME, was then invited to serve as Massell's replacement. The Mayor responded by calling a press conference in his office on the night of the banquet and announcing to everyone's surprise, including city department heads, that city employees would be given the option of a four-day forty-hour work week. In

\textsuperscript{103} Ibid.
this manner, Massell seized the headlines and the Jerry Wurf story was carried as minor news. In an interview, Massell was asked if his actions were a continuation of the Wurf-Massell feud and he answered, "Could have been, I upstaged him a little bit and I enjoyed it thoroughly... I licked his pants and he knows it." Atlanta was the first city to adopt such a plan and Massell basked in his glory. However, the plan was given less than lukewarm support by organized labor and most department heads did not like the idea and the "big plan" turned out to be a failure. In an interview, Massell admitted he

caught them by surprise...and because of that, they balked at it and tried to find fault... instead of realizing that it...was a bonanza for organized labor. He also admitted that it failed because he could not get organized labor support.

In the fall of 1974, the union commenced negotiations with the Personnel Board. On January 7, 1972, Reverend J. D. Grier, Chairman of the Personnel Board, submitted the results of these negotiations to Mayor Massell. The 1972 proposal contained the May 7, 1971 Resolution and recommended the following: that dues checkoff be restored; that uniforms be provided for all employees who requested them in Sanitation, Construction

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104 Massell Interview.

105 Ibid.
and Water Pollution; that serious consideration be given to social security as a fringe benefit; and that employees be granted time off from their jobs and aided by Union Stewards in dealing with their grievances. The following clauses were revised: compensatory time off and overtime; automobile allowance; funeral leave and sick leave. The group did not recommend a specific pay increase. However, they did recommend that pay increases be provided for all classes for 1972 in accordance with the cities ability to pay. 106

All of the negotiated changes were accepted and adopted by the Board of Aldermen and Mayor in resolution form on May 15, 1972 with language changes, except for the following: shop stewards were excluded from the representation clause; checkoff was deleted; and the revised versions of compensatory time off and overtime, automobile allowance, funeral leave and sick leave. 107 This was the last resolution stating the policy of the city with respect to labor matters adopted by the Board of Aldermen and approved by the Mayor.

Between May 15, 1972 and December 1973, the end of Massell's term, the union accomplished very little. It

106 Reverend J. D. Grier to Mayor Sam Massell, 7 January 1972, AFSCME Local 1644 Files, Atlanta, Georgia.

maintained an amicable relationship with Joel Gay, the Director of the Bureau of Labor and the Personnel Board. However, it ceased attempting to negotiate an agreement with the city and concentrated on helping union members solve their grievances.108

Other than on grievances, most of the group's energies were spent trying to convince the Charter Commission, whose responsibility was that of writing a new Charter for the city of Atlanta, to include a provision in the Charter allowing city employees the right to organize and bargain collectively.109 The Union proposal was supported by other city labor leaders and by Andrew Young, a candidate for the United States Fifth Congressional District.110 Notwithstanding, the proposal failed.

The major reasons for AFSCME's failure to continue to pressure the city for change was due to internal

108 Interview with Leamon Hood, Southeast Regional Director of AFSCME, 2 March 1977. The following correspondence is found in AFSCME Local 1644 Files: W. F. White to Harry Stone, 5 June 1972, Atlanta, Georgia; Franklin W. Thomas to Emmett Carr, Jr., and Clarence Leavell, 12 June 1972, Atlanta, Georgia; Franklin W. Thomas to Joyce Brown, 25 May 1972, Atlanta, Georgia; Pelham C. Williams to Joyce Brown, 13 October 1972, Atlanta, Georgia; Harry T. Stone, Jr. to Franklin W. Thomas, 11 December 1972, Atlanta, Georgia; and Joyce C. Brown to Pelham Williams, 3 October 1972, Atlanta, Georgia.

109 Joyce A. Brown to Dear Brothers and Sisters, September 1972, AFSCME Local 1644 Files, Atlanta, Georgia.

110 Andrew Young to Emmet Bondurant, 29 September 1972, AFSCME Local 1644 Files, Atlanta, Georgia.
weaknesses. The records show that by August 1972, these weaknesses were obvious to the Mayor. The Mayor in a letter to George Elmendorf, a Union representative, states:

> For several months—I have tried to arrange a meeting so that we could get acquainted. For one reason or another, these efforts... have not been successful...I would be good... to discuss our mutual interest.\(^{111}\)

Several days later, Elemendorf replied, "Unfortunately, my work assignments are such that I have no free date in the near future for a meeting."\(^{112}\) Massell was of the opinion that the local was near its end.

Despite the attempt by the Local's officers to retain control, on May 31, 1973 the inevitable took place. Judge Charles A. Moye, Jr. approved the trusteeship which the International office had imposed on Local 1644. The International named Leamon Hood, trustee, and Tony Linthicum in the Atlanta Constitution quoted a letter from Hood to Local 1644 in which he stated the reasons for the trusteeship.

For some months now, we have viewed with concern the lack of leadership; the increasing instability of the Union; dissipation of the local's assets; growing factionalism within its ranks; and most importantly, diminishing participation by the membership in the democratic process of Local 1644.\(^{113}\)

\(^{111}\)Mayor Sam Massell to George Elmendorf, 22 August 1972, AFSCME Local 1644 Files, Atlanta, Georgia.

\(^{112}\)George Elmendorf to Mayor Sam Massell, 30 August 1972, AFSCME Local 1644 Files, Atlanta, Georgia.

\(^{113}\)Atlanta Constitution, 18 May 1973.
As a result of this internal conflict, the entire staff of Local 1644 was fired and the Local President removed. Among those dismissed were: James Howard, a loyal employee for more than ten years; Joyce Brown, an energetic, dynamic Black woman; and Fred Williams. The latter two were hired quickly by the Labourers International Union (LIU), AFSCME's major rival in Atlanta. They were to become a dynamic force in the efforts of LIU to organize city employees in an area long considered the exclusive territory of AFSCME.

In December 1973, AFSCME began to get serious competition from LIU. Many logical reasons have been given for this activity. According to Samuel Hider, Director of Labor Relations for the City of Atlanta, until the latest crisis in the economy, the most stable unorganized group of employees in the United States were municipal employees. By 1970, due to technological changes, which eliminated many unskilled jobs and the closing of some factories, union membership nationwide declined. One of the commandments of a union is to keep its membership up in order to keep its finances in shape. Although LIU had

114 Interview with Joyce Brown, International Representative for Labourers International Union, Atlanta, Georgia, 23 July 1975, and Interview with Fred Williams, International Union, Atlanta, Georgia, 23 July 1975.

115 Interview with Samuel Hider, Director of Labor Relations, City of Atlanta, Atlanta, Georgia, 14 July 1975.
always organized municipal employees, these workers were never its major interest. However, after 1970, it began to move into the South to increase its membership among city workers. Interestingly enough, it moved into AFSCME territory in Jacksonville and Birmingham during this period and won the right to represent city workers. Thus, by 1970, AFSCME appeared to have a real enemy in LIU. The LIU claimed that it had literally chased AFSCME out of areas that it had had for years because it had nothing to offer the workers. LIU claimed to offer an insurance plan, a pension plan as well as the slogan, "We are for the people."\textsuperscript{116}

This AFL-CIO sister union competition served the city's interest well. AFSCME was in an extremely difficult position. It was now faced with its own internal problem as well as a formidable external one. When in late December 1973, it attempted to negotiate with the city fathers, AFSCME found the tables slightly turned. AFSCME now had to prove beyond a reasonable doubt that it represented city workers and to complicate matters, it had to deal with a lame duck Administration which cast most of its requests aside.

In the Fall 1973 city elections, AFSCME and LIU rolled up their sleeves and vigorously supported Maynard

\textsuperscript{116} Interview with Howard I. Henson, Regional Director Laborers' International, Atlanta, Georgia, 14 July 1975.
Jackson for mayor and candidates for aldermen with pro-labor platforms. AFSCME allegedly gave money directly to the candidates they supported, going outside of COPE. This was done because AFSCME desperately needed the checkoff restored in order to hold on to Atlanta, and a sure way of doing this was to put pro-labor candidates in office. Maynard Jackson was the perfect candidate for AFSCME because he had consistently pushed for checkoff as Vice-Mayor and his candidacy was made more attractive because he had been a lawyer for the National Labor Relations Board. So once again, as in 1969, AFSCME helped elect its "Man" Mayor of the city of Atlanta. It had also helped elect James Howard, a long time union official, whose heart was known to be in the right place to the City Council. The union also had strong hopes that Jackson would not prove to be another Massell.

Summary

The Massell administration failed to develop a rational and efficient way to deal with its labor problems. As a result of this failing, the relationship which developed between AFSCME, IAFF and the Administration was willing to discuss any problem at any time with employees or their representative. The policy of "no policy"

117 Fred Williams Interview.
regarding union membership, meaning anyone could join, was also continued. The number one agenda setting process for solving labor relations problems was also maintained. Thus the policy was short-range and crisis oriented, and it entailed incremental decision-making and when possible, decision avoidance. Despite the fact that decision-makers within the Administration were openly divided on labor issues, there apparently was enough of a "family understanding" on several anti-union issues to retard the growth of public unionism in the city. Among these positions was the Administration's refusal to adopt the Fire Fighters Mediation Act and the revocation of dues checkoff.

The John F. Burton thesis, which states that when a system of bargaining is superimposed upon the traditional government apparatus without modification, the system will prove to be unstable, was borne out. The Mayor and the Aldermanic Board delegated the authority to engage in bilateral discussion with labor regarding working conditions and wages to the Personnel Board. However, neither was willing to give up what they felt was their authority to bargain with labor. Thus, the Mayor and the Aldermanic Board, who possessed the authority to make decisions, decided to actively negotiate and involve themselves in labor discussions. This fragmentation of authority, in terms of responsibility for
labor negotiations, made bilateral and multilateral bargaining possible. Although frustrating to the unions, the multilateral discussions which developed as a result of the "dabbling" sometimes allowed the unions to use end run lobbying tactics which enabled them to get some concessions.

Except during times of crisis, decisions regarding labor were still made unilaterally with some union input. During the 1970 Sanitation strike, the agreement which ended the strike was the result of multilateral bargaining and it carried the signatures of city negotiators, community leaders and labor leaders. Labor's major achievements under the Massell administration were the revised Ivan Allen Statement of Policy and Grievance Procedure and the new recommendations for changes in working conditions. Although these agreements reached through bilateral and multilateral negotiations were adopted in resolution form, they were significant because the city had made a commitment to putting negotiated agreements in writing.

As the Administration came to a close, the public unions in the city, although crippled, were still alive. IAFF was still trying to recoup her losses from the 1966 strike and maintain her close relationship with the Fire Department administration. However, the Brothers Combined in its gadfly role, was making things difficult. AFSCME had entered the Massell administration at top strength,
but by 1973 it had virtually disintegrated due to Massell's vengeful actions and its own internal problems. The labor policy of the newly elected Jackson administration had not been announced. However, the public unions and high hopes of change and a new day because of Jackson's labor background. During his tenure as Vice-Mayor he had actively pushed the Aldermanic Board to approve the Firefighters Mediation Act and it was common knowledge that he was committed to the restoration of dues checkoff. Further, there was hope that he would regularize the relationship between the city and the labor organizations and move the city to a number three agenda setting process in labor relations matters. This agenda setting process would entail developing a long range labor relations program. The public unions in Atlanta had great expectations.
CHAPTER IV
THE MAYNARD JACKSON ADMINISTRATION
1974-1976

In October 1973, Maynard Jackson defeated the incumbent Mayor, Sam Massell by garnering 59.2 percent of the votes cast. The election of Jackson as Mayor of Atlanta, Georgia, was considered a watershed event because it was the first time in history that a Black person had been elected Mayor of a major Southern city.¹

The labor coalition in Atlanta was particularly pleased with the outcome of the election because they believed that they had helped elect a Mayor who was committed to the concept of collective bargaining and a fair deal for public employees. Almost immediately after the Mayor was inaugurated, the unions began to push for better working conditions, a significant salary increase, formal union recognition and restoration of dues checkoff—all promises the unions alleged Jackson had made during the Mayoral campaign.

Shortly after assuming office, the Jackson administration began to reorganize city government as mandated by the new charter. Although the new charter did not require the city to make changes in its labor relations apparatus, the Jackson administration began to move toward a number three agenda setting process in this area. The apparent intentions were to develop a long-run, holistic, and coherent labor relations policy. To this end, two labor experts, Professors George King of the Emory Law School and Sherman Dallas of the Georgia Institute of Technology were called upon to recommend a new comprehensive labor strategy for the city. This move was a departure from the policy of the past administrations. As indicated in the previous chapters, Allen and Massell engaged in a number one agenda setting process which involved short-range, crisis-oriented decision making in the area of labor. In this chapter a descriptive analysis of the Jackson administration's labor policy and the relationship which developed between AFSCME, IAFF and the city between 1974-1976 will presented.

Organization and Membership

The Jackson administration departed from the previous Administration's position on union membership. In theory, the Administration has not prohibited anyone from joining a labor organization. However, the privilege of
dues checkoff is denied by Section 2-144 of the Code of Ordinances of the City of Atlanta to all persons

in an executive, professional or administrative position as defined by the Fair Labor Standards Act or directors, department heads, installation supervisors, confidential employees; all who have the authority to hire, fire, discipline or effectively recommend such actions. ²

This clause has for all intents and purposes limited the membership of AFSCME and IAFF, since neither union collects dues by hand from those city employees who are excluded from checkoff.

In the years prior to the 1975 ordinance, IAFF was allowed to offer membership to all persons in the Bureau of Fire Services except chiefs, and it did. However, the new procedure has excluded all officers holding the rank of lieutenant upward. Local 134 has put forth a concerted effort to regain the right to represent and offer membership to lieutenants and captains, but to no avail. ³

Prior to the new ordinance, AFSCME had members in Local 1644 who were supervisors. The loss of these members cut AFSCME's strength considerably. This loss was


³Ferrin Y. Mathews to Sam Hider, 16 June 1975. Atlanta (Georgia) Bureau of Labor Relations, Minutes of Meeting with Representatives of IAFF Local 134, meeting of 24 March 1976. (Typewritten.)
particularly felt when AFSCME Local NO. 4, which was made up of supervisors and clerical employees from City Hall, was effectively excluded by the new procedure.

In spite of these restrictions, there are persons from the ineligible categories in both unions who claim membership and sympathize with the union's efforts. However, the city does not recognize these non-paying, ineligible members as being represented by the unions either formally or informally.

**Representative Status and Dues: Checkoff**

When the Jackson administration began in 1974, it was confronted with two rival AFL-CIO affiliate unions competing for the right to represent city employees. Although AFSCME lost the privilege of dues checkoff during the Masse era, it continued to represent city employees. However, the Laborer's International Union (LIU), now made up of several disgruntled former AFSCME members and employees, attempted to challenge the informal status of AFSCME.

The City Council on January 25, 1974, adopted and the Mayor approved a resolution reaffirming and clarifying the city's statement of policy in dealing with organizations representing employees of the city. The resolution recognized the existence of a conflict between AFSCME and LIU over the right to represent city employees. It also recognized the fact that no ordinance existed which would
allow for an election or the negotiation of a contract between the city and any union. Therefore the city's policy regarding the matter would be to recognize only those unions or organizations which represented city employees in 1969. The resolution also stated that the city's Statement of Policy regarding labor matters, adopted in 1969 and amended in 1972, was still in force until the Council adopted adequate measures.4

Hence, the Council and the Mayor, by adopting Councilman James Howard's Resolution, reacted to the two-union dispute and engaged in a number one agenda setting process. This piece-meal action obviously did not solve the problem, which confronted the city. In fact, the Administration had engaged in decisional avoidance which was a continuation of the previous Administrations' actions. Furthermore, by adopting the city's 1972 Statement of Policy, the new Administration revealed an inclination to continue to superimpose a bargaining policy on the traditional government structure which had in the past proven to be unstable.

Dissatisfied with the Council's position, some city employees who favored LIU picketed City Hall demanding an

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4Atlanta, Georgia, "A Resolution by the Council Reaffirming and Clarifying the City's Statement of Policy in Dealing with Organizations Representing Employees of the City of Atlanta," (25 January 1974).
election in order to determine who would represent the employees.\textsuperscript{5} Earlier, a group of employees appeared before the city's Personnel Board and requested a representative election. Ironically, this group included AFSCME Local 1644's former president.\textsuperscript{6}

Unsure of the proper course to take, the new Administration sought advice from the two labor experts, George King and Sherman Dalls. These experts were asked to develop a comprehensive labor relations plan and develop a method by which the dispute between the unions could be solved. Based on the King-Dallas report, Jules Sugarman, the City's Chief Administrative Officer, recommended that the Mayor approve the preparation of a labor relations ordinance which would:

1. \textit{Create} a Bureau of Labor Relations.
2. \textit{Authorize} the Mayor to establish a procedure for recognizing employee organizations:
   - permit him to define the units which may be represented by one agent.
   - require that 50% of employees voting in a unit vote in favor of a particular agent.
3. \textit{Authorize} the Mayor to enter into non-contractual agreements, on economic and other matters with an agent, subject to approval by the City Council.
4. \textit{Authorize} use of an advisory mediation panel when the City and employee agents are not able to agree.
5. Explicitly \textit{protect} the right of an employee to refuse to join organizations which are

\textsuperscript{5}\textit{Atlanta Constitution}, 29 January 1974.

\textsuperscript{6}Joel Gay to Jule M. Sugarman, 10 January 1974, City of Atlanta Bureau of Labor Relations Files, Atlanta, Georgia.
agents and establishes his right to present individual views to the City.

6. [Authorize] the Mayor to enter into an agreement with the agent for a voluntary dues checkoff.

7. [Authorize] the Mayor to prescribe rules for and arrange for the conduct of labor relation matters including elections.\(^7\)

The King-Dallas recommendations presented a possible long-range, holistic solution to the city's dilemma. In ordinance form, the Administration could have formalized its loose "meet and confer" bargaining system, solved the two-union dispute, and established guidelines for the city's relationship with labor unions. Further, this recommendation would have eliminated the unstable bargaining structure which had been superimposed on the traditional government apparatus. This structure, as indicated in the earlier chapters, allowed for a collection of committees as well as the executive and legislative branches to be involved in labor matters. The King-Dallas recommendations would have centralized the authority for labor relations in the executive branch. The Jackson administration, however, never proposed such an ordinance. Since the Mayor did not make himself available for an interview to discuss his labor policy, we may presume that he did not favor the King-Dallas recommendations. Thus the long-range, holistic number three agenda setting process

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\(^7\) Jules Sugarman to Mayor Maynard Jackson, 15 April 1974, City of Atlanta Bureau of Labor Relations Files, Atlanta, Georgia.
regarding the city's labor relations policy appeared to be evaporating during the first year of the Administration.

Realizing that the matter of recognition was effectively at a standstill and would remain so until a decision was rendered regarding the conflict between the two unions, AFSCME proceeded to file a grievance with the AFL-CIO against LIU. AFSCME charged LIU with violations of Section 2 and 5 of Article XX of the AFL-CIO Constitution for trying to organize and represent employees of the city of Atlanta with whom AFSCME had an established collective bargaining relations hip and for circulating leaflets containing defamatory statements about AFSCME. 8 Specifically the section under which the charges were filed reads,

Sec. 2. Each affiliate shall respect the established collective bargaining relationship of each other affiliate. No affiliate shall organize or attempt to represent employees as to whom an established collective bargaining relationship exists with any other affiliate....

Sec. 5. No affiliate shall, in connection with any organizational campaign, circulate or cause to be circulated any charge or report which is designed to bring or has the effect of bringing another affiliate into public disrepute or of otherwise adversely affecting the reputation of such affiliate or the Federation. 9

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8AFSCME v. LIU Case Number 74-25, 2 May 1974, AFSCME Local 1644 Files, Atlanta, Georgia.

9AFL-CIO Constitution, 1975 p. 46-47, AFSCME Local 1644 Files, Atlanta, Georgia.
LIU was found guilty of violating both the above sections by David L. Cole, the impartial umpire. Cole's decision was appealed to the subcommittee of the AFL-CIO Executive Council. This group upheld the Cole decision. In December 1974, George Meany informed the International President of LIU that the said ruling was an order to refrain from signing up individuals who had signed membership cards with AFSCME before August 1970 and those who signed cards during the 1973 AFSCME Campaign. If LIU had accepted into their membership any such members or former members of AFSCME, LIU was to advise them that they could no longer be members and refrain from collecting dues payments from such persons.\textsuperscript{10} Despite the ruling, LIU continued organizing efforts.

Convinced that the AFL-CIO ruling had solved the conflict, AFSCME petitioned for the right to become the "exclusive bargaining representative" for the city employees.\textsuperscript{11} The request was not granted. However, on January 20, 1975 the Administration indicated that its labor relations policy would be piecemeal and incremental. Rather than pass an ordinance which would establish guidelines for the city's relationship with labor unions, the

\textsuperscript{10}George Meany to Peter Foaco, 17 December 1974, AFSCME Local 1644 Files, Atlanta, Georgia.

\textsuperscript{11}William Lucy to Honorable Maynard Jackson, 23 July 1974, AFSCME Local 1644 Files, Atlanta, Georgia.
Administration enacted an ordinance which authorized dues checkoff and avoided the question of "exclusive recognition." According to the ordinance, an organization could be recognized by the Council and Mayor for the purpose of dues checkoff if the group submitted valid dues deduction authorization cards signed by employees for more than one-half of the total number of eligible employees. Exclusion of recognition is not mentioned in the ordinance. Yet it is suggested since checkoff would only be granted to those groups or unions with more than half of the eligible city employees as members. Once an organization qualified for checkoff there were conditions which had to be met in order to keep the privilege. The checkoff was conditioned upon the fact that the organization representing the eligible employees nor any of its members would strike, or participate in sitdowns, slowdowns, picketing, patrolling, demonstrating or work stoppages. Further, there was to be no campaigning or soliciting of membership on city property during working hours. If any of the previously stated activities occurred, the Mayor would have the right to suspend deduction of dues for a period of

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12 Atlanta, Georgia, Section 2-144 Code of Ordinances. According to the 20 January 1975 ordinance "Eligible" employees were those employees in the following departments or bureaus of the city City of Atlanta combined: Bureau of Correction; Bureau of Airport Maintenance and Operation; Bureau of Facilities and Cultural Affairs; Bureau of Parks and Recreation; Department of Environment and Streets;
ninety days. After a period of ninety days, checkoff could be reinstated by action of the Council and approval of the Mayor.\textsuperscript{13}

Although the Council in Section 2-144, Code of Ordinance of the city of Atlanta, had set the criterion for allowing union recognition for purposes of dues checkoff, the question of whether eligible city employees would sign cards or have an election to select a union to represent them remained a political issue. On March 3, 1975, Councilman D. L. "Buddy" Fowlkes introduced an ordinance to recognize LIU for the purposes of dues checkoff. Fowlkes asserted that the City Council should recognize the fact that LIU did represent some persons employed by the city. However, the Council defeated the ordinance on March 17, 1975.\textsuperscript{14}

Undaunted, Howard I. Henson, LIU’s Regional Manager, persisted in his push for an employee election and he continued to receive support from Council members. According

Vehicle Maintenance Division, and City Hall Division (Bureau of General Services). All of whom share a community of interest with respect to their hours of work wages and other terms and conditions of employment; with respect to the International Association of Fire Fighters only, the Bureau of Fire Services. The Council attempted to expand the ordinance to include the Bureau of Police Services in 1976. However, the Mayor vetoed the Ordinance on July 8, 1976.

\textsuperscript{13}Ibid.

\textsuperscript{14}Atlanta, Georgia, "An Ordinance Recognizing Laborers' International Union for the Purpose of Dues Checkoff," Adversed (17 March 1975).
to Henson, the Commissioner of Labor for the State of Georgia agreed to supervise the procedure. On April 21, 1975, a resolution presented by Council members "Buddy" Fowlkes, Panke Bradley, and Arthur Langford regarding an election was adopted by the Council. The resolution provided for the following:

That no union shall be recognized as the representative of a group of workers or a department of the city government of the City of Atlanta until such time as the Commissioner of the department of group of employees involved shall have certified to the President of the Atlanta City Council that an election has been held.15

Mayor Jackson vetoed the resolution on April 29, 1975. In a letter to President Fowler and Council members, the Mayor stated that he was vetoing the resolution because he believed it would be "incompatible with the ordinance adopted by the Council on January 20, 1975."16 The Mayor also illustrated what could possibly happen if both the ordinance and the resolution were allowed to exist.

"Union A" could win the election in a particular department and be designated as the proper union for conducting discussions. However, the City-wide vote might be for "Union B" thus nullifying the election in the single department.17

15Atlanta, Georgia, "A Resolution Calling for an Election to Select a Union to Represent City Employees" Resolution (2 April 1975).

16Mayor Maynard Jackson to Honorable W. Wyche Fowler Jr. 1 May 1975, City of Atlanta Bureau of Labor Relations Files, Atlanta, Georgia.

17Ibid.
In subsequent weeks there were other unsuccessful legislative attempts to arrange an election. However, the legislative shenanigans ceased when AFSCME was formally informed by Charles Davis, Commissioner of Finance, that Local 1644 had complied with the provisions of the 1975 ordinance by enrolling more than half of the eligible employees. Later, in the same year, IAFF Local 134 satisfied the more than fifty percent quota of eligible employees in the Bureau of Fire Services and was granted checkoff for the first time.

Most political observers expected the Jackson administration to adopt the Fire Fighters Mediation Act. As Vice-Mayor, Jackson co-authored several ordinance which would have allowed the city to adopt the state legislation. Meanwhile, Local 134 has actively lobbied for its adoption, but the Administration has shown little interest. As a matter of fact, the city's position was clearly stated in the January 20, 1975 checkoff ordinance and it remains the same.

By enactment of this ordinance the City of Atlanta expressly declares that it is not electing or agreeing to come under the provisions or to be covered by the provisions of the "Fire Fighters Mediation Act." 18

18 Charles L. Davis to Leamon Hood, 16 June 1975, AFSCME Local 1644 Files, Atlanta, Georgia.

19 Atlanta, Georgia, Section 2-144 Code of Ordinances.
The Administration checkoff ordinance has created an administrative problem for those unions which qualified for the privilege. In 1976, both AFSCME and IAFF members at their membership meetings voted to increase the amount of monthly dues deducted from their salaries. The union leadership notified the Commissioners of Finance of their decisions.\(^{20}\) In the past, when AFSCME had checkoff this was always the procedure used. However the new Administration sought a legal opinion from the City Attorney as to the procedure to be utilized. The City Attorney gave the following opinion based on his interpretation of Section 2-144.

It is our opinion that the Commissioner of Finance may only deduct from the salary of the employee who had filed with him a deduction card the amount of money set forth on the deduction card. The Commissioner is not authorized by the Ordinance to increase the amount of money which he is deducting from any employee's salary for the payment of union dues without a specific authorization to deduct that amount of money from the employee...this increase in dues cannot be deducted without the filing with the Commissioner of Finance of a new card.... signed by the employee in person.\(^ {21}\)

\(^{20}\)Samuel A. Hider to Jules Sugarman, 17 May 1976, City of Atlanta Bureau of Labor Relations Files, Atlanta, Georgia.

\(^{21}\)Cleveland Chappell to Charles Davis, 30 November 1976. AFSCME had voted to increase the monthly membership dues from $5.00 to $7.00. Henry R. Baver Jr. to Charles L. Davis 25 October 1976. IAFF had requested to increase members' monthly dues deduction from $5.00 to $7.50, City of Atlanta Bureau of Labor Relations Files, Atlanta, Georgia.
Hence, if any employee on checkoff wanted to have some other amount deducted from his salary, other than the amount on his dues authorization filed in the Commission's office, he would have to sign a new card. In the case of AFSCME, this meant re-signing approximately 1,380 members. Both unions are opposed to the actions of the city in this regard and feel that the decision is punitive and indicative of the Administration's anti-union sentiment.

The Jackson administration has not granted clear "exclusive recognition" to any group. Nor has it seen fit to formalize its relationship with the unions who represent employees. This direction, nonetheless, has been suggested by Samuel Hider, the Director of the Bureau of Labor Relations. In a memo dated May 7, 1976, to Jules Sugarman, Hider stated that he "would fully recommend that (the city) move towards exclusive recognition based on (the city's) terms and dealing with a limited number of organizations."²² In order to implement this recommendation, the administration would be required to develop a comprehensive labor relations program. Notwithstanding, at this point it has not done so. Since the Mayor, was not available for an interview, after repeated attempts, his position on this matter is not known. Nevertheless,

²²Charles Davis to Cleveland Chappell, 18 January 1977. Charles L. Davis to Bill Hunter, 18 January 1977, City of Atlanta Bureau of Labor Relations Files, Atlanta, Georgia.
it is a fact that neither the Mayor nor the Council have put forth an ordinance to make Hider's suggestion possible or a resolution to indicate that they are committed to the idea.

**Formal Procedures IAFF**

When the new city charter was implemented in 1974, the Aldermanic Board of Firemasters ceased to exist. Labor matters which concerned Local 134 were to be addressed by the Bureau of Labor Relations and the Commissioner of Public Safety. However, the delegation of responsibility did not resolve the problem of fragmented authority for labor relations. As previously stated, the Administration continued to superimpose a bargaining system on the existing government structure with minor modifications, and the authority relationships in the city government did not change. Thus, multiple centers of power, as John F. Burton states, continued to exist--forcing the labor organizations to negotiate with numerous officials on various issues. Under the Jackson administration, Local 134 has dealt with a variety of offices within city government in order to address the membership's grievances. In matters relating to uniforms and safety it has appealed directly to the committees within the Bureau of Fire Services (BFS), which deals with these matters. Monetary concerns are taken directly to the Bureau of Labor Relations. This decentralized method pleases the union because it believes
it possible to achieve more by dealing with a variety of offices. John F. Burton states that the view expressed by the union holds some truth because the lack of clear lines of authority for labor relations permits the union greater flexibility in choosing which representatives of management it will negotiate or discuss each issue with. However, some city sources maintain that the patchwork method the union is forced to utilize has not been very fruitful. The major concerns of Local 134 under the Jackson administration have been the grievance procedures for firemen and the matter of promotions within the BFS. These concerns will be fully detailed.

The grievance procedure or in the words of William Hunter, President of Local 134, "the lack of a grievance procedure within the BFS," has created a major conflict between the city and Local 134. Before 1974, employee grievances were handled by the Fire Department and appeals were made to the Board of Firemasters. After the new Charter was implemented, employee grievances within the Bureau of Fire Services could be appealed to the Civil Service Board. The union was quite positive toward this procedure. Many of the members took advantage of the new procedure and were successful in getting a number of A. Reginald Eaves, Commissioner of Public Safety, decisions

23Interview with William Hunter, President of IAFF Local 134, Atlanta, Georgia.
reversed. As time passed, the number of reversed decisions made by the Board began to irritate the Commissioner.\textsuperscript{24} Thus, Eaves launched a concentrated effort to remove the Bureau of Fire Services from the Board's jurisdiction. By 1976 his efforts paid off when special legislation was enacted to carry out his wish. At this juncture Eaves' decision regarding employee grievances or disciplinary actions were final and the only appeal an employee could make would be through the Court systems. Local 134 actively fought to change the procedure. The union proposed that a grievance procedure be enacted which would allow for appeals from the Commissioner to be made to the Director of the Bureau of Labor. Its proposal also spelled out specific steps that the aggrieved party would take and stated that if management failed to follow the procedure the case would automatically proceed to the Civil Service Board. The local's proposal was not accepted by the city. However, by late 1976 the city policemen were being actively recruited by the teamsters. In order to demonstrate the city's concern for the employee and eliminate one of the arguments for a union, there was a movement afoot to place the Bureau of Fire Services and the Bureau

\textsuperscript{24}Although the Civil Service Board is appointed by the Mayor, City sources question the methods used by the Board to arrive at decisions. It has been alleged that the Board makes decisions based on emotions rather than serious consideration of evidence presented by department heads. It has also been viewed as being pro-employee.
of Police Services back under the control of the Civil Service Board. 25

The major conflict between Local 134 and the city during the Jackson administration has been the question of promotions within the Bureau of Fire Services. The conflict is a direct outgrowth of the charges of discrimination within the department made by five Black firemen to the Equal Employment Opportunity Commission (EEOC). On March 4, 1974 EEOC ruled in the case of William Harold Hamer, et al v. City of Atlanta that the Fire Services' promotional system discriminated against Blacks. Between January 1, 1969 and January 1, 1974, 79 lieutenants within the Bureau were promoted and of this number only six were Black. At the time of the ruling, EEOC reported that the Bureau had a total of six Black officers. EEOC charged that these "statistics constitute a prima facie case of discrimination which shifts the burden of proof to the Respondent which Respondent fails adequately to support." EEOC further charged that the city's promotional system discriminated against Blacks in the following area: the written examination; the methods used to score applicants at the training tower; the oral interview; the practice of giving longevity points; and the five year waiting period

25 By April 1977, special legislation was enacted to place the two Bureau's back under the Civil Service Board. The threat of the Teamsters had helped Local 134 achieve a victory.
required before an applicant could take the lieutenant's examination.\textsuperscript{26} The Commission requested that the city cease to promote within the Bureau of Fire Services until these discriminatory practices were rectified. Although EEOC made its ruling in 1964, it did not propose a method by which discrimination could be removed. Local 134, as if prepared for the worst, joined with the Fraternal Order of Police and blasted Eaves and federal officials for ruling that the promotional procedures used by the Bureau of Fire Services discriminated against Blacks while allowing a similar system to remain in effect in the Bureau of Police Services. The local also became vocal about the issue when William J. Hunter, an officer in the local, claimed that he had discussed the problem regarding promotions with Eaves and the Commissioner had indicated that he wanted to promote only Blacks in order to make up for past discrimination.\textsuperscript{27} As a result of the EEOC request, the Commissioner ceased to promote within the Bureau of Fire Services after September 1974. Between the time EEOC made its ruling and 1975, the Commission expended most of his efforts in the Bureau of Police Services and little or no change occurred in the Bureau of Fire Services.

\textsuperscript{26}EEOC Ruling in William Harold Hamer, et al v. City of Atlanta, 4 March 1974, Brothers Combined Social Club Files, Atlanta, Georgia.

\textsuperscript{27}Hunter Interview.
In January, 1975, Local 134 called Eaves' attention to a number of vacancies which existed in the Bureau of Fire Services. The group was of the opinion that the Bureau could not continue to operate efficiently unless the vacancies were filled. They also warned that a promotional examination had not been given in two years. Therefore, the Commissioner should set up the procedure for a new examination to be given immediately.\textsuperscript{28} The Commissioner informed the group that he could not grant their request because he was awaiting a final determination from EEOC regarding the issue.

Refusing to accept the Commissioner's interpretation of the matter, Local 134 filed a class action suit against the city of Atlanta, Maynard Jackson and Commissioner A. Reginald Eaves in the Fulton County Superior Court on February 7, 1975. The suit charged that that the city's failure to fill vacancies in the Bureau of Fire Services by promotion "has had the effect of limiting the fire protection of the citizens of the city of Atlanta." Eaves and Jackson were accused of refusing to allow a new examination to be given in order to establish a new eligibility register since the previous register had expired in March, 1974. The Court was asked to restrain the city from implementing any new promotional procedure that might be

\textsuperscript{28}William J. Hunter to A. Reginal Eaves, 23 January 1975, IAFF Local 134 Files, Atlanta, Georgia.
suggested by EEOC "until there has been a judicial determination by this Court as to the validity of the previous promotional procedure." The Court was further requested to declare the previous promotional examination, which EEOC had found discriminatory, valid and order the city to follow the procedure in order to create a new eligibility register from which existing vacancies were to be filled. 29

The union leadership claimed it had entered suit against the city in order to seek due process and equal protection for "all firemen." However, it is in order to question the motives of Local 134, since their efforts were not in the interest of Black firemen. Thus they can be accused of pushing a racist policy as well as attempting to dictate city policy. No matter how the issue is interpreted, the union's actions were unprecedented. Never in the history of the city had a union attempted to bring the court into a dispute regarding promotions.

A Conciliation Agreement was issued by EEOC in February 1975 and the city considered possible implementation. The terms of the agreement were definitely unacceptable to Local 134. The agreement called for the immediate promotion of the five charging parties in the EEOC complaint to positions of not less than lieutenants with full back pay and the establishment of a priority promotion

29 International Association of Firefighters Local 134 et al v. City of Atlanta, filed in Fulton County Superior Atlanta, Georgia 8 February 1975, IAFF Local 134 Files, Atlanta, Georgia.
roster. This priority roster would consist solely of black firefighters and all existing vacancies and future vacancies in the Bureau of Fire Services would be filled from this roster until a new promotion examination was validated by EEOC or until 51 percent of all superior officers, meaning lieutenant and above, in the Bureau were Black. By now inflamed, Local 134 argued that the agreement was reverse discrimination.

In order to protect its overwhelmingly white membership, Local 134 hurriedly amended the court case previously filed. The amendment charged that the Conciliatory Agreement granted preferential treatment to the five charging parties and to all black firemen in the city with respect to present and future promotions and was discriminatory toward white firemen. The amendment further claimed,

If defendants are not restrained from implementing the terms of the said agreement, unqualified or less qualified persons may be promoted to positions of authority within the Bureau of Fire Services requiring expertise beyond their capability and experience which would have a deleterious effect on the fire protection of the city of Atlanta.

In short order, Local 134 was granted a temporary restraining order by the Honorable Charles Wofford, Judge of the Superior

30 EEOC Conciliatory Agreement, February 1975, IAFF Local 134 Files, Atlanta, Georgia.

31 International Association of Firefighters Local 134 et al v. City of Atlanta, et al, Amended, IAFF Local 134 Files, Atlanta, Georgia.
Court of Fulton County, preventing the city from promoting any person within the Bureau pending the outcome of the case.

Local 134 was not alone in its unhappiness regarding the EEOC conciliatory agreement; the city has also found the proposal difficult to live with. Thus, Eaves developed a counter proposal which would allow the city to have 12 percent Black officers in the Bureau. This proposal, endorsed by the Atlanta Journal as the only "realistic way to deal with the problem," was presented to the City Council's Public Safety Committee. The five charging parties would be promoted immediately to lieutenant and after a period of two months nine of the eleven black lieutenants including three of the petitioners would be promoted to Captain. Further, the next fourteen lieutenant vacancies would be filled by blacks and by July 1, 1976 at least two Blacks would be named to the battalion chief's level. Eaves considered the proposal a "one shot deal" in an attempt by the city to rectify past racist actions in the Bureau. Other than these, all future promotions in the Bureau would be based on a merit system with both races promoted according to objective criteria.32

Complete disapproval was expressed by the union's membership toward the city's proposal. The union developed a counter proposal which included a validated test.

32Atlanta Constitution, 28 May 1975.
opposition to the five charging parties having any priority for promotion and the adoption of the Fire Fighters Mediation Act. The union argued that the promotion of all firemen should be based on the validated test and W. J. Baker, one of the firemen named in the union's suit, should be promoted and granted back pay. This proposal was rejected by the city.

Suspicious of the City's intentions, Local 134 began to actively monitor possible steps by the city which might indicate violation of Judge Wofford's temporary restraining order. In September 1975, the union learned that three firemen had been shifted to the rank of fire apparatus operator. These changes were viewed by the union to be promotions, because they included a raise in pay, and thus were in violation of Judge Wofford's order. Unless the promotions were rescinded, the union warned the city that it would ask the Court to cite the defendants for contempt. Within the matter of days the local was informed that the appointments had been rescinded.

Dissatisfied with the progress being made in the area of promotions, the five charging parties sought relief in the Federal Court. On September 18, 1975 they filed a

33William J. Hunter to Jules Sugarman, 14 June 1975, IAFF Local 134 Files, Atlanta, Georgia.
34Arnold Shulman to James Weeks, 11 September 1975, IAFF Local 134 Files, Atlanta, Georgia.
35James A. Weeks to Arnold Shulman, 16 September 1975, IAFF Local 134 Files, Atlanta, Georgia.
suit against the city. Among the charges cited was the existence of a pattern of racial discrimination in the Bureau of Fire Services in the areas of hiring, assignments, transfers and termination. The group requested a freeze on employment in the Bureau until all Black applicants were reevaluated using non-discriminatory criteria.  

On December 1, 1975, the United States Justice Department filed suit against the city of Atlanta, A. Reginald Eaves, Department of Public Safety, P. O. Williams Atlanta Fire Department and the International Association of Fire Fighters, Local 134. The Justice Department charged that "the defendants have pursued and continue to pursue policies and practices that discriminate against blacks with respect to promotional opportunities in the fire department." The data upon which the Justice Department based its case was that gathered by EEOC.  

Both the five charging parties and the Justice Department filed their cases in the United States District Court for the Northern District of Georgia, Atlanta Division and were heard by Judge Moye. By December 1975, charges of discrimination against Blacks regarding promotions and charges of reverse discrimination against whites regarding

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36 Interview with William Harold Hamer, President of Brothers Combined, Atlanta, Georgia, 12 May 1975.

37 United States of America v. City of Atlanta, et al., Filed in United States North Georgia District Court, December, 1976, IAFF Local 134 Files, Atlanta, Georgia.
promotion within the Bureau of Fire Services were being heard in the Georgia State Court and in the Federal Courts.

Exactly one day after the Justice Department filed suit, Judge Wooford issued a permanent restraining order prohibiting promotions within the Bureau until the Court made a decision. At the hearing, A. Reginal Eaves testified that 28 vacancies for promotion to the position of superior officers in the Bureau of Fire Services existed and that all such promotions would go to blacks including the five charging parties. Judge Wofford stated that he was of the opinion that if promotions were now opened in the Bureau, Eaves "would promote 100 percent Black firemen to superior officer positions, and this, in effect, would be a decided case of reverse discrimination." The Judge was also of the opinion that the EEOC conciliation agreement and Eaves' proposal were "arbitrary and discriminatory" because both ignored "qualifications for promotion."

Further, the Court felt that there was no evidence that the tests and other criteria used by the Bureau for promotional purposes before 1974 were "racially oriented or biased against blacks." Rather, Judge Wofford claimed that the testimony given by Deputy Chief James Gibson, which supported Local 134's contention, indicated that the tests were job related. Therefore, Judge Wofford concluded:

This Court cannot subscribe to the theory that a person should be promoted simply because he
was a member of a group formerly the subject of discrimination, or because he is a member of such minority group. Discriminatory preference for any group, minority or majority, is precisely what Congress and the Courts have proscribed.

This Court deplores discrimination in any form. We cannot and must not prefer one group over another. It is essential that the only priority to be given in promotions within the Bureau of Fire Services is that of qualifications and the safety of the people of the City of Atlanta.38

Between January and March of 1976, various consent decrees were worked on by the Justice Department, the City of Atlanta, the five charging parties and Local 134 in an attempt to find a solution to the problem. The following chart is an illustrated example of the EEOC proposal, the union proposal and the final proposed consent decree in 1976. (See Table 5.)

On April 5, 1976 the City Council adopted and the Mayor approved, on April 9, 1976, a Resolution which would authorize the Mayor and Commissioner Eaves to enter into a Consent Decree settling the issues involved in the two lawsuits filed in the United States District Court for the Northern District of Georgia.39 However, the "proposed

38International Association of Firefighters, Local 134, et. al. v. The City of Atlanta, et al., Order by Charles Wofford, Judge of the Superior Court of Fulton County, Atlanta Judicial Circuit, 2 December 1975.

39Atlanta, Georgia, "A Resolution Authorizing the Mayor and Commissioner Eaves to Enter into a Consent Decree to Settle Firefighters' Lawsuits," Resolution (9 April, 1976).
**TABLE 5**

**COMPARISON OF VARIOUS PROPOSED SETTLEMENTS**

<table>
<thead>
<tr>
<th>EEOC Conciliation Agreement</th>
<th>Union Plan</th>
<th>Final Proposed Consent Decree</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Treatment of Charging Parties</strong></td>
<td>(a) Immediate promotion of Lieutenant</td>
<td>No priority</td>
</tr>
<tr>
<td></td>
<td>(b) Back pay</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(c) Placement on priority promotion roster</td>
<td>No back pay</td>
</tr>
<tr>
<td><strong>2. Long Range Goal</strong></td>
<td>51% black officers</td>
<td>None</td>
</tr>
<tr>
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<tr>
<td><strong>3. Interim Goals</strong></td>
<td>100% black promotions until validation or long range goal achieved</td>
<td>Lt. Capt. 1976 - 60% 45% 0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bat. Chief 1977 - 60% 40% 0</td>
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<tr>
<td></td>
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<td>min. min.</td>
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<td></td>
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<td>1978 - 60% 50%</td>
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<tr>
<td>4. Promotion Procedures</td>
<td>EEOC Conciliation Agreement</td>
<td>Union Plan</td>
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<td>--------------------------</td>
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</tr>
<tr>
<td>(a) No written test until validation</td>
<td>(a) Continue written test (40% weight) everyone must pass</td>
<td>(a) Continue written test until discrimination shown (25% weight-pass fail basis only)</td>
</tr>
<tr>
<td>(b) Selection Committee: five (3 blacks)</td>
<td>(b) Selection Committee: (1) Bat. Chief (black &amp; white not designated)</td>
<td>(1) Affected class must pass. All who have previously passed Lt. exam (1969-73) need not retake--still eligible for promotion if don't pass but no points.</td>
</tr>
<tr>
<td>(2) Dir. Bur. Fire Serv.</td>
<td>(3) 2 outside fire capt.</td>
<td></td>
</tr>
<tr>
<td>(3) 3 members of staff of Comm. of Public Safety</td>
<td>(4) 1 personnel dept. rep.</td>
<td></td>
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<tr>
<td>(c) Ultimate authority--Comm. of Public Safety</td>
<td>(5) 1 personnel psychologist</td>
<td></td>
</tr>
<tr>
<td>(d) Criteria:</td>
<td>(d) Criteria:</td>
<td>(b) Selection committee--six (3 blacks)</td>
</tr>
<tr>
<td>(1) Firefighting experience 40%</td>
<td>(1) Job knowledge 40%</td>
<td>(1) Comm. Admin. Services</td>
</tr>
<tr>
<td>(2) Demonstrated job performance 25%</td>
<td>(2) Application job knowledge 20%</td>
<td>(2) Dir. Bureau of Fire Serv.</td>
</tr>
<tr>
<td>(3) Demonstrated self-improvement, education, leadership potential 25%</td>
<td>(3) Leadership ability 20%</td>
<td>(3) 4 managerial persons outside city employ--after</td>
</tr>
<tr>
<td>(4) Oral interview 10%</td>
<td>(4) Communication skills 20%</td>
<td></td>
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<tr>
<td>(e) Qualifications: Lt. - 5 years Capt. - combination - 9 mo. education for 1 year experience +</td>
<td>(5) Decision making ability (capt. up) 15%</td>
<td></td>
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<tr>
<td>(e) Lt. - 5 years experience Capt. - 1 yr. as Lt. on time basis then 2 yrs. Bat. Chief - 2 years</td>
<td></td>
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<tr>
<td>EEOC Conciliation Agreement</td>
<td>Union Plan</td>
<td>Final Proposed Consent Decree</td>
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<tr>
<td>1 year firefighter total 3 yrs. Bat. Chief - Same as captain</td>
<td>as capt., 1 yr. for black on 1 time basis</td>
<td>1st yr. substitute 2 Atlanta fire officials of rank being administered)</td>
</tr>
<tr>
<td>(f) Priority roster for blacks - all promotions from this list until goal achieved--non-priority roster</td>
<td>(f) Black priority for 3 yrs. in line with goals Black roster White roster</td>
<td>(c) Use of 1-5, 2-7 3-9 rule by Comm. Public Safety--must comply with goals.</td>
</tr>
<tr>
<td>(d) Criteria:</td>
<td>(1) Written exam 25%</td>
<td>(e) Lt. 3 yrs. as firefighter Capt. - 1 yr. as Lt. except affected class--</td>
</tr>
<tr>
<td>(2) Length of service 25%</td>
<td>(3) Record review objective 25%</td>
<td></td>
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<tr>
<td>(4) Oral interview--use of tests 25%</td>
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</tbody>
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TABLE 5--continued
TABLE 5--continued

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<thead>
<tr>
<th>EEOC Conciliation Agreement</th>
<th>Union Plan</th>
<th>Final Proposed Consent Decree</th>
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</thead>
<tbody>
<tr>
<td>3 mos. as lt. Bat. Chief - 3 yrs. as capt. except affected class 18 mos. with accelerated training for first two years, then 3 yrs. again.</td>
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<tr>
<td>(f) Affected class priority within 55% allocated to blacks generally 100% for current vacancies - 75% until total of 35 promoted, then equally - One eligibility list.</td>
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</tr>
</tbody>
</table>

5. Back Pay 5 charging parties and all other affected No back-pay Back pay issue to be decided by court as to whites and blacks

6. Record keeping Records to be submitted to EEOC None Records to Justice Department
final consent degree" was not agreed to by all parties and the year 1976 came to a close with no solution in sight.40

After Local 134 rejected the previously illustrated Consent Degree, relations between the local and the city (particularly Commissioner Eaves), became frigid. This relationship is reflected in the correspondence between the union and Eaves. On June 30, 1976, P. O. Williams, the Director of the Bureau of Fire Services, issued a memorandum directing all firefighters and fire apparatus operators to acquire a Class 4 or 5 driver's license by August 1, 1976. Local 134 informed the Commissioner that its members would obtain the required licenses if and when the city of Atlanta was prepared to pay the fees for the licenses.41 The Commissioner did not respond in writing to this demand. However, the union was told in verbal terms to "go to hell."42 The Local was also of the opinion that they should be involved in the reorganization meetings that were being held in the Fall of 1976. They demanded that they be included in the discussions. However, Eaves did not agree to their demand and he left no doubts about his position on the matter. In a letter to the union leadership he made the following statement.

I am not dealing with representatives of unions, only with individuals in whom I have a great deal

40Hamer Interview and Hunter Interview.
41William J. Hunter to A. Reginald Eaves, 27 July 1976, IAFF Local 134 Files, Atlanta, Georgia.
42Hunter Interview.
of confidence, as we attempt to improve the delivery services to the citizens of Atlanta. When there is a meeting at which Brothers Combined is invited, rest assured that Local 134 IAFF also will be invited.43

Aside from the occasional meetings with Sam Hider, Director of the Bureau of Labor Relations, over changing the Grievance Procedures and an appeal to the Finance Committee for a raise, Local 134 had virtually no input into the labor relations apparatus by the end of 1976.

Collective Bargaining AFSCME

The amicable relationship between AFSCME and the city almost came to a halt during the early days of the Jackson administration. Disgusted because the Massell administration had ignored their demands for a significant salary increase, the union viewed the one-step salary increase that the Council had approved with utter contempt. AFSCME, in a letter to the Council made the following charges:

We in AFSCME Local 1644 worked hard with other citizens of Atlanta to get a local Government elected that would work to correct some of the many wrongs of the past four (4) years, but if we fail at the ballot box, we will go back to the streets if we must in order to get justice and better pay for our services.44

The new Administration appeared to be sensitive to AFSCME's demands.

43 A. Reginald Eaves to William J. Fowler, 15 February 1974, IAFF Local 134 Files, Atlanta, Georgia.
44 Leamon Hood to Wyche Fowler, 15 February 1974, AFSCME Local 1644 Files, Atlanta, Georgia.
Mayor Jackson proposed and got the Council to approve a 8.5 percent pay increase for the 6,466 lowest paid workers as of April 1, 1974. Higher paid city workers, except for individuals earning $20,000 or more, would get a 4.25 percent increase in April and a 4.25 percent in January, 1975. The employee benefit package of the new Administration also included increased city contribution to the pension fund and assumption by the city of the employee contribution toward hospitalization insurance. Seeking to improve working conditions, the Jackson administration implemented, with AFSCME's approval, curbside garbage pick up. The new system was called "herbie the curbie."

Although the new Administration had gotten off to a good start by improving salaries and employee benefits, the procedure or method used to handle labor problems remained ad hoc. Yet, the Administration was in a unique position to make changes. The new Charter was being implemented and the Mayor was in the process of reorganizing the government. Thus, he was in a position to develop a strong labor relations policy, if indeed labor relations was to be considered a major priority.

In the early days of the Administration, the Council and the Mayor approved the Statement of Policy adopted by the city in 1972 in relation to labor matters. This meant

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that the Civil Service Board, which under reorganization re-
placed the Personnel Board, was responsible for discussion
with labor organizations. However, this policy was not
carried out. AFSCME continued talks with the Personnel
Board and new negotiating sessions were held with A. Regi-
nald Eaves, Executive Assistant to the Mayor, and Emma I.
Darnell, Commissioner of Administrative Services. Proposals
were presented by the union and the city presented counter
proposals, and as time passed AFSCME and the Mayor's repre-
sentatives agreed on some labor-management problems. By
March 1974, it was clear to the Administration that AFSCME's
major goal was to negotiate an agreement between the union
and the city. After a review of the city's counter-proposals
and some of the tentative agreements made by the Mayor's
representatives, it appears that the city was headed in this
direction. However, the union representative clearly states
that discussions held in 1974 with the Civil Service Board,
A. Reginald Eaves, and Emma I. Darnell were not productive.
Though tentative agreements were reached with each group,
the Mayor allegedly in each case decided that he could not
support the agreements. The union was encouraged to wait
until the new Director of the Bureau of Labor came on board.46

In September 1974, Samuel A. Hider assumed the position
of Director of the Bureau of Labor. The union was encouraged

46Interview with Leamon Hood, Southeast Regional Di-
rector of AFSCME, Atlanta, Georgia, 2 March 1977.
by Hider's background because he had more than 20 years of labor experience. Hider immediately rejected the Eaves-Darnell tentative agreements calling some of them "ridiculous." In an interview, Hider alleged that in fact no tentative agreements were reached between AFSCME and the Eaves-Darnell team. Rather, there were a number of items that the two negotiating teams discussed. However, AFSCME officials hold that the items were not simply discussed, they were tentative agreements. One particular item discussed by the Eaves-Darnell team and AFSCME which AFSCME, alleges was agreed to, subject to Mayor and Council approval, stated that employees would not work outside when the temperature dropped below 25 degrees. Hider felt that the Commissioner (meaning management) should always have the authority to order employees to work even in inclement weather if need be. To give up this authority, he argued, would mean giving up control over the workers. Hider also refused to continue discussions with AFSCME until the LIU v. AFSCME controversy was settled by the AFL-CIO. However, he did begin work immediately on the development of a check-off ordinance which would set the criterion for union selection. On January 20, 1975, the Ordinance was adopted and in a matter of months AFSCME was recognized for the purpose of dues checkoff. The Jackson administration continued the procedure used for union discussions known as "Meet and Confer," which did not require the development of any formal
relationship with AFSCME. Instead, informally the union was to have discussions with Hider who would report his findings to the Mayor. The Mayor, if he chose, would send the proposals to either the Appropriations Committee or to Personnel for recommendations. The Personnel Office and the Appropriations Committee would send their recommendations to the Mayor and the Mayor would then develop his recommendations and send them to the Council for approval. This system was a continuation of the policy of Allen and Massell which superimposes a bargaining system upon the traditional government apparatus, with minor modifications. Between 1974 and December 1976, discussions between the city and AFSCME regarding pay increases and working conditions were in the words of union representative Leamon Hood:

Unstable, erratic and contradictory...a glaring example of the duplicity...sort of double dealing wishy washy or the incompetency and irresponsible-ness of this administration in the field of labor relations.  

The following account of negotiations gives some credence to the above statement. After receiving majority status, AFSCME began to hold discussion sessions with Samuel Hider and Emma I. Darnell, Commissioner of Administrative Services. The union made it crystal clear to the Mayor's representatives that it wanted to negotiate an agreement. However, there

47 Interview with Samuel A. Hider, Director of the Bureau of Labor Relations for the City of Atlanta, Atlanta, Georgia, 2 March 1977.

48 Hood Interview.
appeared to be confusion between the Mayor's representatives as to whether the Mayor was willing to sign such an agreement. Despite the confusion, discussions continued between the two groups. The city was in the process of revising the Civil Service Rules and the union's input was requested. Hider's position was to allow the union input into the Civil Service Rules. He felt that after the Rules were approved by the Council, those portions which applied to the employees represented by AFSCME could be removed and incorporated into a document which could be called a Memorandum of Understanding. The union's position was not in accord with the city's position. AFSCME wanted to negotiate its own document, and after the Civil Service Rules were adopted, the rules could be amended if they conflicted with the union agreement. It was obvious that the two groups were headed in different directions.

AFSCME, despite the conflict over procedure, did have input into the development of Civil Service Rules. Mrs. Lucy S. Pennington, Director of Personnel, and Mr. Hider sought input from the union. Mrs. Pennington revised the original document to include the union input which was the result of more than twelve months of meetings with AFSCME representatives and the Director of Labor Relations. The document was then submitted to the Executive Committee of the Council. At this level, the union became a pawn in the political chess game. The Executive Committee rejected the
negotiated document and replaced it with Mrs. Pennington's original document which was management oriented and contained no union input. Realizing what had happened, the Director of Labor Relations and the union met for a few hours just before the document was accepted by the Council and managed to insert the union's grievance procedure format. However, that was all the union was able to salvage. The union blamed the Mayor for the actions of the Council's Executive Committee arguing that the Mayor's inaction on the Rules forced the Council to take the initiative. AFSCME charged that there was obviously no "sincere desire on the part of the Administration, to develop a meaningful and workable labor-management relations environment."49

All during 1975 and 1976 when the Civil Service Rules were being revised, AFSCME had erratic discussions, interrupted by work stoppages and strike threats, with Hider regarding a negotiated Memorandum of Understanding. According to Hider, approximately 80 percent of a Memorandum of Understanding had been tentatively agreed to by AFSCME's negotiating team and the Director of the Bureau of Labor Relations by mid 1976. However, the tentative agreements had not been submitted to the Mayor for his approval or rejection by the end of December 1976. The union was of the opinion that as each section was tentatively agreed to,

49Leamon Hood to Lucy T. Pennington, 12 November 1976, AFSCME Local 1644 Files, Atlanta, Georgia.
it should be submitted to the Mayor for review. However, the Mayor's representative felt that the document should be completed and then presented as a package to the Mayor. The two negotiating teams as of December 1976 were at a standstill on procedure. According to Hider, the completion of the document had been hindered by AFSCME's insistence on negotiating separate work rules for their members which the city refused to go along with and the problem of an inadequate staff in the Bureau of Labor Relations. As a consequence, the union had made little process in the direction of formalizing its relationship with the city even though the Mayor's representative indicated that the Mayor supports formalization of the relationship. However, the Mayor had not put forth an ordinance which would give him the authority to enter into a non-binding Memorandum of Understanding, nor had one been put forth by the Council. Thus, even if the executive branch negotiates a Memorandum of Understanding, there exists no assurances that the Council will approve such a document.

Other than the aborted attempt to negotiate an agreement with the City, AFSCME has directed all of her energies in the areas of employee benefits and salary increases for the membership. In 1975 the Administration announced that there would be no salary increases for 1976 other than the regular increment that all employees receive unless they have reached the maximum pay in their range. Angered,
AFSCME sought to mobilize its energies in an all out effort to prevent this possibility.

On December 10, 1975, AFSCME requested access to the city's records in an attempt to prove that there was money in the proposed budget for salary increases. The request was granted and AFSCME experts from Washington analyzed the budget.\textsuperscript{50} According to city officials, this was an attempt to show the union that the city was bargaining in good faith. The AFSCME experts concluded that the proposed budget underestimated the city's expected revenues. Their report speculated that the city would realize between $5.8 to $5.9 million dollars of additional revenue over and above the cash-carry over projected in the city's budget proposal. Moreover, the expected surplus could be used for salary increases. However, the city argued that the alleged surplus was appropriated for various funds and was not available for purposes external to the applicable fund. Moreover, the only surplus in the proposed budget was the reserve for appropriations and these monies were not sufficient to fund certain necessary city programs throughout the year. AFSCME suggested changes in the budget to the Finance Committee.\textsuperscript{51} However, the Committee rejected all of the AFSCME proposals.\textsuperscript{52}

\textsuperscript{50}Charles L. Davis to Tom Jennings, 15 December 1976, AFSCME Local 1644 Files, Atlanta, Georgia.

\textsuperscript{51}AFSCME to Finance Committee, 29 January 1976, AFSCME Southeast Region Files, Atlanta, Georgia.

\textsuperscript{52}Richard Guthman to Local 1644, American Federation of State and Local Employees, 24 February 1976, AFSCME Southeast Region Files, Atlanta, Georgia.
Failing in its attempt to persuade the Finance Committee, AFSCME went back into negotiations with the Mayor's representative, Samuel Hider, hoping to get some commitment from the Mayor on pay raises. The relationship between the city and the union was at a crucial point and the union membership was ready to strike in order to force concessions from the city. On March 10, 1976, the Mayor, whose position all along had been that there was no money for raises, proposed the following measures to add to the regular increment. A million dollar surplus had been found in the automobile repair funds and could be used to make a temporary improvement in salaries. This surplus would fund a temporary cost of living bonus of $200 for each city employee.\(^{53}\) The Mayor recommended his proposal to the Council. However, the Council was considering its own solution to the crisis. At this point, the City's bargaining system, which has been superimposed on the traditional government apparatus with no changes in the existing authority relationships, began to prove unstable. Although the executive branch was assumed to be primarily responsible for solving the crisis, the legislative branch had not formally delegated its authority. Thus the Council and the Mayor began to bargain with the union separately in attempt to solve the situation. These actions indicated that there had not been a "family understanding" regarding the position of the City before

\(^{53}\)"Statement by Mayor Maynard Jackson on City of Atlanta Employee Wage and Benefits," 16 March 1976, City of Atlanta Bureau of Labor Relations Files, Atlanta, Georgia.
negotiations commenced, and it pointed out that the responsibility for labor relations was not firmly established or understood. The union recognized the absence of a coalesced position on the part of management and began to engage in multilateral bargaining. The AFSCME representatives continued to negotiate with the Mayor's representatives and they resorted to end run lobbying tactics with council members. Based on the multilateral theories of Kochan, Love and Sulzner, one could predict that the union would come out of the negotiations with much more than they entered with. The Council proposed to give all employees a one-step raise. Since there were not enough funds to underwrite the increase, the Council proposal stated that the executive branch would identify and terminate 300 regular full-time positions. The Council was seriously considering this proposal which they knew the Mayor did not support since he had stated over and over again that he would not lay off employees in order to give raises to others.

Because of the turn of events, and at Samuel Hider's request, Mayor Jackson became personally involved in the AFSCME negotiations in an attempt to prevent a strike. The Mayor entered the negotiations, knowing as did the Council, that A. M. Pullen and Company, an independent auditor, had found 234 unfilled funded positions. However, the Pullen Report indicated that the City needed an average vacancy rate of 250 general funded positions in order to meet the
city's obligations for 1976. If the Council's proposal providing for a one-step increase was adopted, it would bring about a mid-year shortage of $1,710,000 and require the city to fire approximately 340 General Fund employees.\textsuperscript{54}

In the middle of the Union-Mayor negotiations, the Council passed an Ordinance on March 15, 1976, which would grant all city employees a $500 annual increase when the executive branch could identify and terminate 300 funded full-time positions. The attempt by some Council members to give the raise to the lower paid employees, those in range 62 and below, failed by a vote of 8-9. The Council debate indicated that the councilmen had no knowledge of the existence of any money to make the ordinance worth the paper it was written on. They carefully set the amount of the increase and the number of positions the Mayor would have to eliminate in order to fund the increase. However they cautiously refused to state the positions that the Mayor should abolish. It was common knowledge that the positions abolished, if any, would be in ranges 62 and below, those ranges that were sensitive to AFSCME because these were the ranges where the overwhelming majority of the AFSCME members were located. One councilman warned that the Council did not know the implications of the ordinance and that it was a "three headed

\textsuperscript{54}Jules M. Sugarman to The Atlanta City Council, 15 March 1976, City of Atlanta, Bureau of Labor Relations Files, Atlanta, Georgia.
winged goose." It was now obvious to everyone involved that the Council and the Mayor stood in diametrically opposed positions. The union could now expect to win some real concessions or accumulate a bag of promises which would be impossible to collect upon. One councilman put it succinctly when he stated that "the Council had put the Monkey on the Mayor's back."

On the day the Council passed its ordinance, which the Mayor refused to sign, AFSCME clarified its position on the negotiations. The executive branch was informed of the following minimum prerequisites which AFSCME insisted were necessary in order to avert a strike.

1. Provide immediate one-time $200 cost of living bonus.
2. Provide a 30¢ per hour increase for each employee effective April 1, 1976 ($624 per Annum)
3. Provide complete hospitalization premiums for dependents.
4. Provide one additional holiday for employees (day after Thanksgiving).
5. No Layoffs.

By March 22, 1976, the Mayor and the union had arrived at a tentative agreement, subject to approval by the Council. The Mayor called a special Council meeting for March 23, 1976, so that he could discuss wages benefits for employees. In his Council presentation, the Mayor indicated that the March

55 Atlanta (Georgia) City Government, Minutes of Meetings of the City Council, meeting of 15 March 1976. (Taped.)

56 R. H. Jones to Charles L. Davis, 15 March 1976, City of Atlanta Bureau of Labor Relations Files, Atlanta, Georgia.

57 Mayor Maynard Jackson to James J. Little, 22 March 1976, City Governments Files, Atlanta, Georgia.
259

23, 1976 Tentative Agreement which he had signed, was arrived at after more than thirty hours of negotiations. Negotiations that had been made increasingly difficult by the Council's actions on March 15, 1976. He questioned the Council's intentions when it promised city workers a $500 annual increase that the city did not have. He also charged the Council with knowing that the vacancies he was to identify did not exist. "It is my conviction that the ordinance you passed contemplates laying off employees and that the majority of those laid off would come from grades 62 and below." After warning the Council that "our concern ought to be with doing what is right within what we can do," the Mayor proceeded to read the March 23, 1976 Tentative Agreement and requested Council approval.

March 23, 1976 Tentative Agreement

1. $208.00 per year (equivalent of 10¢ per hours) effective April 1, 1976.
2. City of Atlanta to increase its share of dependent coverage premiums for hospitalization from 40% to 70%.
3. One (1) additional (Floating) holiday.
4. No layoffs of employees represented by AFSCME.
5. In addition to the above, every effort shall be made to fund the $500.00 per year raise passed by the Atlanta City Council effective July, 1976, (or earlier if possible), with the understanding that such funding shall not be achieved by laying off employees represented by AFSCME.

The Mayor then clarified his position on items 4 and 5 of the agreement. The following is a special statement attached to the agreement with his signature.
I agree to recommend the above to the Atlanta City Council. However, it is understood that, by agreeing to recommend Items 4 and 5, above, the City of Atlanta and the undersigned, individually, do not imply that they will layoff any employees whether represented by AFSCME or not.

The Mayor indicated that he felt the agreement "to be a very reasonable compromise" and strongly recommended approval.58

In an effort to implement portions of the tentative agreement, on March 26, 1976, the Council approved a floating holiday and payment by the city of 70% of the dependent hospitalization coverage. They also amended the March 15, 1976 ordinance to allow all employees at range 62 and below to have a salary increase of $208.00. The $500 promise was still a possibility if the Mayor could identify and terminate 300 funded-unfilled positions.59 AFSCME believed that this was possible and would be done by July 1, 1976. Thus the AFSCME membership were told that they had won a $708.00 pay increase.

In July, AFSCME expressed dissatisfaction with the Mayor's failure to eliminate the 300 positions. According to the union this was a "breach of faith." In a letter to the Mayor, AFSCME charged the city with having 300 funded-unfilled positions. The fact that the Mayor had

58Atlanta (Georgia) City Government, Minutes of Meetings of the City Council, meeting of 23 March 1976. (Taped.)

59Atlanta, Georgia, "An Ordinance Amending Chapter 21, Article 11 of the Code of Ordinances of the City of Atlanta So As to Establish a 1976 Classification and Salary Schedule for Officers and Employees of the City," (26 March 1976).
ailed to abolish them was simply an attempt to renege on his commitment.

We bargained in good faith and even went to the extent of offering to assist you in your task... You have had three months to identify the un filled positions and have not done so. We consider this a violation of the spirit as well as the letter of our agreement. (the) AFSCME leadership will recommend Job action to begin on July 12, 1976 if conditions and dialogue don't change.60

The City reacted by sending a memorandum to all city employees refuting the AFSCME claims. The position of the city was that it was in an economic strain and in order to give the $500 raise the Mayor would be forced to layoff some employees and give raises to others. They further claimed:

To date, we have not been able to identify and abolish 300 positions. In fact, although every effort has been made, we must still identify and abolish an additional 55 positions to pay for the $208 increase which you are now receiving.61

On July 9, 1976, the AFSCME membership responded to the city directive by voting to hamper but not halt city operations, hoping to force the city into giving the $500 raise. The majority voted to support a "Safety Program" and gave the negotiating team the power to call a strike at any time. Meanwhile the city offered a one time only increment of $100 per employee which the union rejected as obscene.

60Leamon Hood to Honorable Maynard Jackson, 6 July 1976, AFSCME Southeast Region Files, Atlanta, Georgia.

61Samuel Hider to All City of Atlanta Employees, 9 July 1976, City of Atlanta Bureau of Labor Relations Files, Atlanta, Georgia.
and absurd. Although the Mayor warned the union that protest, slowdowns or strikes would not change the fact that the city had no money for raises, the union continued to implement its "Safety Program." The "Safety Program" consisted of a meticulous check of city equipment for safety defects which had the effect of delaying the start of garbage pickup for approximately 45 minutes. This program lasted about one week. On July 19, 1976, approximately 850 City employees, all AFSCME members, took the day off calling it "City Employee Pride Day" to protest the failure of the city to implement the $500 raise. All of these actions, endorsed by the union, were in direct violation of the Dues Check-off Ordinance. Regardless, the Mayor did not revoke the privilege.

Once again the city appeared to be headed toward a direct confrontation with AFSCME. A strike seemed imminent. On July 24, 1976, the Mayor issued a position paper on the labor situation. He argued that he had lived up to every provision of the March 23, 1976 agreement, including the provision about the $400 raise, because he had made every effort to locate 300 positions which were funded and unfilled in order to terminate them but could not. The Mayor warned that a strike would not put money into the city's treasury and that, on the contrary, it would only hurt the city and the union.

In a last minute attempt to prevent a strike, the Mayor met secretly on July 24, 1976, with AFSCME representatives and other city officials in the office and in the presence of Representative Andrew Young, and Dr. Randolph Blackwell. The union recommended that the Mayor consider using funds from the recently approved Public Works Employment Act, 1976 for raises for AFSCME members. The Mayor agreed, barring any legal restrictions, that he would recommend to the City Council that anticipated funds from the newly enacted Public Works Employment Act, 1976 from the Title II Countercyclical funds be used to finance salary increases.\(^6^5\)

On July 29, 1976, the Mayor informed the Finance Committee that it would be impossible to eliminate the 300 positions necessary to fund the $500 salary increase "without substantially reducing the level of essential municipal services." He indicated that if the Council would approve, he was of the opinion that monies the city anticipated receiving from the Countercyclical funds could be used by the city as substitute financing to grant salary increases. He indicated that this method of financing had been discussed with counsel to AFSCME and the Senate staff representative.

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\(^6^5\) Portions of what was actually agreed to at the secret meeting is disputed. The unions position is that the Mayor agreed to use the money to pay the $500 increase to the lower paid employees. Mr. Hider states that the Mayor agreed to use the funds for raises for all employees. Mr. Hider also states that Jerry Wurf, International President of AFSCME stated that
I recommend to the Council that I or my
designee be authorized to enter into
discussion with employee representatives
pertaining to the use of countercyclical
funds when they become available for the
purpose of improving salaries of City
employees in grade 62 and below. I should
be very clear in stating that the amount
of countercyclical funds available is not
sufficient to fully fund the $500 salary
increase which the Council previously ap-
proved. It, however, would provide suffi-
cient dollars for a significant increase.66

The mayor then submitted a draft resolution for the Commit-
tee's consideration which would indicate Council approval
for him to continue his discussions with employee repre-
sentatives regarding the use of countercyclical funds for
the purpose of improving salaries of employees in grade
62 and below. The Committee rejected the Mayor's proposal
and questioned the legality of the matter. The Mayor's
proposal was later denounced by Councilman Richard Guthman,
Chairman of the Finance Committee, as "an irresponsible,
short-term solution."67 Once again the failure of the
Administration to reach a "family understanding" or a
coalesced position on the immediate issue pointed up the
instability within the city's administrative bargaining
machinery.

he knew he could not strike the city and win, and the union
did suggest the use of the Countercyclical funds for raises
in order to get their backs from the wall. The Mayor re-
fused to be interviewed.

66Maynard Jackson to Honorable Richard Guthman, 29
July 1976, AFSCME Southeast Regional Files, Atlanta, Georgia.

In order to clear up the confusion concerning whether it was legal to use the Title II funds for pay raises, Mayor Jackson telegraphed Senator Edmund Muskie, Chairman of the Senate Sub-Committee on Intergovernmental Relations, for clarification of the matter. He asserted that a decision on the use of Title II funds for the purpose of salary increases was essential to "maintenance of good labor relations in Atlanta."

Senator Muske responded on July 30, 1976, noting that the legislation in Title II did not address the issue of salary increases. However, he was of the opinion that,

it certainly does not preclude use of Title II funds for pay increases to State and local government workers if those pay increases are essential for the maintenance of the service level customarily provided by that State or local Government.

The principle purpose of Title II is to prevent State and local governments from taking budget related actions that hamper national economic recovery. Certainly, the firing of 300 city employees would be counterproductive to the return of the nation to sound economic health. Thus, if Atlanta uses its Title II funds to keep employees on the payroll, it will be serving the principle purpose of the legislation.

Also on July 30, 1976, the City Attorney gave his opinion on the legality of using the countercyclical funds for salary increases.

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68 Maynard Jackson to Honorable Senator Edmund Muskie, 27 July 1976. (Telegram), AFSCME Southeast Region Files, Atlanta, Georgia.

69 Edmund S. Muskie to the Honorable Maynard Jackson, 30 July 1976, City of Atlanta Bureau of Labor Relations Files, Atlanta, Georgia.
It is our opinion that funds received by the City under Title II...could be used in paying the $500.00 annual increase. In order to do so, it would be necessary for Council to amend the Ordinance so as to eliminate the requirement of identification and termination of 300 positions.70

Armed with approval from the City Attorney and Senator Muskie for the case of countercyclical funds for salary increases, Councilwoman Panke Bradley introduced a resolution at the August 3, 1976 Council meeting which would have given Council approval for the Mayor to continue discussions with employee representation on the possible use of countercyclical funds for the purpose of salary increases. However her resolution was for possible salary increases for all employees not for the salary ranges 62 and below as the Mayor had stated in his letter to the Finance Committee on July 29, 1976. The Council voted 8-9 with the vote cast by Council President Wyche Fowler breaking the tie to defeat the Bradley resolution.71 Thus the Council refused to assign countercyclical funds for pay increases. Some members indicated an interest in using the funds to supplement other city programs particularly the LEAA Program. Indicative of their priorities,

70Quoted in Memorandum from Maynard Jackson to Finance Committee, 1 December 1976, AFSCME Southeast Region Files, Atlanta, Georgia.

71Atlanta, Georgia, "Urging the Mayor to Solicit Opinions from the Law Department and the U. S. Department of Treasury as to the Legality of Using Counter-Cyclical Funds for Supplementary Employee Salaries; and for Other Purposes: Resolution Adversed. (3 August 1976).
the Council, at the same meeting, approved 75 million dollars worth of Public Work projects for items such as renovation of the Cyclorama, construction of a community theater for the Atlanta Civic Center and improvements in the acoustics of Maddox Hall at the Civic Center.

During the months of October and November, the union continued to negotiate with the Mayor's representative on the matter of the $500. The union also continued to engage in end run lobbying tactics with City Council members. The rest of city government was busy preparing the 1977 budget. AFSCME, however, was determined to take care of the $500 dispute before moving further. This move the union would later regret.

The Council re-entered the conflict on October 18, 1976 when Councilman James Howard and John Calhoun proposed an ordinance to give a $500 salary increase to employees in salary range 62 and below effective July 1, 1976. Nonetheless, within the executive branch, sentiment seemed to be shifting away from the Mayor's recommendation to the Finance Committee on July 29, 1976. The view expressed in an inter-departmental memorandum was that it was neither sound management policy nor fair to give salary increases to some employees and deny salary increases to others. Further, management argued that to ignore one group of employees while giving concessions to those employees who were unionized, was to invite discontent among mid-level employees.
and encourage unionization at higher levels.\textsuperscript{72} In November, the Mayor made a public statement which indicated that the countercyclical funds would probably be used for all employees. The union in a letter to the Mayor declared:

It is highly irregular and strikes at the very heart of honesty and integrity for anyone involved in a mutual understanding between parties, for a single individual to attempt to undermine and/or change the original understanding or commitment.\textsuperscript{73}

The union continued to meet with the Mayor's representative regarding the $500 raise from the Countercyclical funds at the July 24, 1976 meeting. However, Mr. Hider the Mayor's representative, denied this allegation and stated that the Mayor had promised to use the funds, if legally possible, for salary increases for all employees. Since there was no written agreement made at the secret meeting, it was impossible to determine the truth. Nevertheless, in his July 29, 1976, letter to the Finance Committee, the Mayor recommended use of the funds for range 62 and below. The overwhelming majority of AFSCME's members fit into this category.

Amid confusion, the Mayor made his position clear in a memorandum to the Finance Committee dated December 1, 1976. The first portion of the memo was not good news for AFSCME.

\textsuperscript{72} Interdepartmental City Hall memorandum, 29 October 1976, City Hall Files, Atlanta, Georgia.

\textsuperscript{73} Cleveland Chappell to Maynard Jackson, 18 November 1976, AFSCME Southeast Region Files, Atlanta, Georgia.
In November 18, 1976, I transmitted the executive budget recommendations to the Appropriations Committee. In that transmittal letter, I stated that salaries would be addressed under a separate communication. This is written for that purpose.74

The Mayor then proceeded to discuss the Countercyclical funds. After indicating that some of the funds might need to be used to continue some of the city's existing programs such as LEAA, the Mayor then recommended that the funds could best be used to give salary increases to all city employees except elected officials and board members. The union felt this action by the Mayor was the epitome of dishonesty.

In spite of the fact that AFSCME members packed the Finance Committee meeting on December 2, 1976, the Committee approved the Mayor's recommendation. On December 6, 1976, the Council met and approved an ordinance to amend Chapter 21.2 which would allow the city to divide the funds received from the federal government under the authorization contained in Title II of the 1976 Public Works Employment Act equally by the total number of active employees, except for the chief administrative officer, department heads, bureau directors, elected officials and members of boards or commissions. The Council amended the March 15 and March 26 ordinance removing the section referring to the

74Maynard Jackson to Finance Committee, 1 December 1976, AFSCME Southeast Region Files, Atlanta, Georgia.
$500 raise contingent upon the Mayor terminating 300 funded-unfilled positions.

During the debate, some councilmen argued that the Council was reneging on the promise of $500 to the workers. It was also stated that the Council had lied to the workers in 1976.

We passed a paper for $500.00 for city employees. We knew at that time that we did not have the money. That's why they are back here today. If we had only been honest then and said we can only give what we got...75

The AFSCME membership felt that they had been tricked by the Council and the Mayor. And, in fact, the workers had been caught in a political power play within the government which made it impossible for them to be winners, only victims. Although the union had conceived of the use of countercyclical funds for pay increases for the lower paid city employees and had seen fit to do battle with the Administration for six months in an attempt to gain the increase for their membership, they now saw the monies being distributed to almost all city employees including many who had criticized their efforts. This was a bitter pill to swallow. AFSCME representatives now claimed that they had been forced to represent all city workers even though the January 20, 1975 Ordinance did not allow them to. The

75Atlanta (Georgia) City Government, Minutes of Meetings of the City Council, meeting of 6 December 1976. (Taped.)
union in an open letter expressed displeasure with the Council's decision.

This is clearly injustice which starts with the appearance of being just and gets more insane and grossly unjust with closer observation. Several hours, perhaps hundreds, have been spent with representatives of the administration regarding wages, hours and working conditions. Yet, we have resolved nothing that can be cited as a final product of those meetings.76

On December 8, 1976, the union participated in another work stoppage which accomplished nothing in terms of concessions from the city, because the decision makers had obviously reached a "family understanding" regarding their position. At the December 9, 1976 membership meeting, AFSCME workers voted to accept the countercyclical funds which would probably amount to $361.00, rather than call a strike. However, the seeds of discontent had been sown liberally and a considerable minority of the members were not satisfied with the majority decision. A previous action of the membership had also indicated the membership's concern about its vulnerability if they ever called a strike. There was no strike fund. As a result, there was agreement to increase the membership dues by $2.00 per person for the purpose of building a strike fund. Although the Mayor had threatened to revoke checkoff if the union engaged in work stoppages, it was now apparent that the Mayor's words

76City Employees Represented by AFSCME to City Council Members, 7 December 1976, AFSCME Southeast Region Files, Atlanta, Georgia.
were simply threats. The union had engaged in numerous work stoppages since receiving checkoff and the Mayor had never made good his threats. It was obvious that he did not want, at this point, to tarnish his "pro union" image.

Although AFSCME had literally spent all of its energies pushing for a salary increase for 1976, in a letter to Mayor Jackson dated December 14, 1976, the Union requested the right to begin discussions on monetary items affecting the employees represented by Local 1644 for fiscal year 1977-1978.

While discussion usually began earlier, the unresolved 76-77 wage issue did not make it practical for us to follow that course, and was agreed to by Mr. Samuel Hider, Director of the Bureau of Labor Relations.77

Mr. Hider denied any approval by him of the delayed budget discussions. The union received no response from the Mayor regarding their request for input into the budget. Thus, they appeared before the Finance Committee on January 27, 1977 and stated that the Mayor's representatives had failed to have budget discussions with them. The Committee demanded to know why Mr. Hider had been unresponsive to their request.78 The Mayor responded with the following explanation:

77 Cleveland Chappell and James Malone to Honorable Maynard Jackson, 14 December 1976, AFSCME Southeast Region Files, Atlanta, Georgia.

78 Richard Guthman to Honorable Maynard Jackson, 1 February 1977, City of Atlanta Bureau of Labor Relations Files, Atlanta, Georgia.
Input was received from AFSCME on matters pertaining to wages, hours, and working conditions in fifteen (15) of eighteen (18) separate meetings held in 1976. In the last three meetings (9-29, 10-6, and 12-17) the Bureau of Labor Relations specifically requested input from AFSCME into the 1977 budget and was told by Mr. Leamon Hood that AFSCME preferred to continue discussions on the issue of a $500 pay raise for AFSCME members and other concerns that they felt were tied into the 1976 budget discussions.

At no time has AFSCME been denied input into budgetary discussions but neither has the Bureau of Labor Relations insisted that input from AFSCME be provided when Mr. Hood has declined to provide said input after being requested to do so.\(^79\)

For all intents and purposes, AFSCME was fighting a losing battle. The budget was actually prepared and ready for Council approval. Once again, the Union had failed to have any meaningful input into the decision making which would have an impact on the lives of AFSCME employees.

**Summary**

Like the Allen and Massell administrations, the Jackson administration has failed to develop a rational efficient way to deal with its labor problems. Although the Administration appeared, during its early days, to be developing a long-range number three agenda setting process in the area of labor relations, within a few months the Administration reverted to previous Administrations' number one agenda setting process. In fact, the Administration has continued to make decisions regarding labor in a

\(^{79}\)Maynard Jackson to Councilman Richard Guthman, 2 February 1977, City of Atlanta Bureau of Labor Relations Files, Atlanta, Georgia.
muddled, incremental manner. Although the Administration has placed the responsibility for labor negotiations in the executive branch, with the Director of the Bureau of Labor Relations as the primary negotiator, this procedure has not been successful. The failure of this procedure is due to the fact that the pre-existing centers of authority, in this case the Council, assumes the task of negotiating when the city is faced with a labor crisis. This behavior, on the part of the Council was vividly illustrated during the March 1976 union-city conflict. In this regard, Burton's thesis that a bargaining system when superimposed on the traditional government apparatus with minor modifications proves to be unstable was once again borne out. Again as in the Massell administration, this fragmentation in authority in terms of responsibility for labor negotiations made bilateral and multilateral bargaining possible. The fact that the Administration has failed in some instances to reach a "family understanding" or a coalesced position on the issues prior to labor negotiations has allowed the union to utilize end run tactics in an attempt to get concessions.

The Administration did not reject in theory the previous Administration's policy of "no policy" regarding union membership, meaning anyone could join. However, in the January 20, 1975 Dues Checkoff Ordinance, the Administration restricted membership when it stated that
only certain categories of workers were "eligible" for dues deductions.

Although the Jackson administration's labor policy is to have "meet and confer" sessions with employee organizations to ascertain their positions on working conditions and wages and to allow input into decision making, in reality the Administration's decisions are arrived at unilaterally. The unions allege that most labor related matters discussed with the Mayor's representative and conveyed to the Mayor never reached the Council for consideration. This alleged inaction is viewed by the unions as an indication of the Mayor's lack of interest in developing a responsible labor relations program as well as his indifference toward the demands made by city employees. As indicated in this chapter, the unions have attempted to circumvent the Mayor by taking their message directly to the Council during times of crises.

The unions view the Bureau of Labor as a good idea and a very necessary step toward improving labor relations. Yet, the failure of city government to fund the Bureau so that it might effectively function is seen to be inexcusable. The Bureau presently has a permanent staff, consisting of two, supplemented by several temporary CETA employees. The permanent staff, according to the 1977 budget report, will be expanded to three. Presently, the Bureau is expected to monitor national, state and local developments in labor
relations; accommodate any employee interest group by meeting with them; address itself to the preparation of cases to be heard before the Civil Service Board; react to slowdowns, work stoppages and strikes; respond to all employee complaints and concerns; deal with grievances filed by union and non-union employees; and respond to a myriad of labor-related problems that arise among 8,000 municipal employees on a day-to-day basis. Realizing then the dimensions of the mission presently assigned to the Bureau and realizing the contemporary trend toward public employee unionization, the failure of the present city government to strengthen the Bureau and develop guidelines to govern the relationship between the city and employee organizations is nothing short of astonishing.

Epilogue

During the early months of 1977, a series of activities transpired which gives a clearer picture of Mayor Jackson's labor policy. Thus, despite the fact that this study extends from 1966 to 1976, an epilogue has been added.

On January 18 and 19, 1977, sanitation employees, represented by AFSCME, refused to work because the temperature fell below 25 degrees. The Jackson administration reacted to the work stoppage by docking the strikers for the nine hours that they refused to work. In February, the workers reacted to the city's actions by engaging in a five-day wildcat strike. After several negotiation
sessions the city negotiators and the union officials signed an agreement ending the dispute. According to the agreement disciplinary actions and pending suspensions against the strikers would be lifted, the workers would be paid for four and one-half hours of the nine hours for which they were docked, and meetings would take place in the future between union officials and city negotiators to settle the temperature question.

Between January and March of 1977, AFSCME officials continued their efforts to negotiate a wage increase to be included in the 1977 budget for municipal employees. However, all attempts failed. Thus, on March 28, 1977, three days before the city budget officially closed, approximately one hundred AFSCME members voted to strike against the city. The strike vote appeared to be spontaneous, the obvious results of frustration with the city's failure to include a salary increase in the budget. The vote took place in the lobby of the Atlanta City Hall and the strikers demanded a $.50 hourly wage increase, liability insurance protection for employees involved in vehicle mishaps while on duty and increased hospitalization benefits for employees and their families. The Jackson administration claimed that the union demands would cost the city between 8 to 10 million dollars and the city did not have the funds to meet these demands. The city never presented the union with a counter offer.
The strike whether by accident or design, coincided with the beginning of a national advertising campaign attacking Jackson's political leadership sponsored by the national AFSCME headquarters. The campaign was designed to defeat Jackson in the 1977 mayoral election by tarnishing his national and local image. The Atlanta business community, with its traditional anti-union bias, saw the anti-Jackson advertisements as being anti-Atlanta and in an attempt to defeat the union's efforts they coalesced behind the Mayor.

After several days of discussions between the Administration and union representatives, the Mayor determined that the union demands could not be met. He then proceeded to fire 1,001 striking workers and hired new workers to replace them. Jackson's behavior at this juncture began to conflict with pro-labor positions that he had taken earlier in his political career. During the 1970 sanitation strike, Jackson called for arbitration of the dispute. However, he now determined that arbitration would be useless. The Mayor also contended in 1970 that the charter did not prohibit pay raises after March 31 of any given year, it merely prohibited changes in base pay but allowed merit raises. Yet, in 1977 the Mayor quoted the same charter position as the one of the reasons why the city could not provide any pay raises for the striking employees. The Mayor's actions throughout the strike indicated that he
recognized the absence of a significant labor block vote in Atlanta as well as the lack of a mayoral candidate capable of giving him a serious challenge for his office in the mayoral election. Thus, the Mayor was free to lean openly toward the downtown business community for political support. The Mayor's anti-labor stand buttressed by the National AFSCME anti-Jackson campaign helped to create an "unholy alliance." The "unholy alliance," supportive of the Mayor, was made up of the Atlanta Chamber of Commerce, Central Atlanta Progress, the City-wide League of Neighborhoods, the City-wide Advisory Council on Public Housing, the Urban League of Atlanta, the Atlanta Baptist Ministers Union and the Atlanta Business League. This group issued a joint statement in support of the Mayor and proclaimed that the union leaders were involved in a "cynical power play aimed at taking over city government." 80

On April 25, 1977, the local union leaders conceded defeat and requested that all striking workers return to their jobs. However, for many workers the timing was late. They had already been replaced by the new recruits. The Administration promised the workers a raise next year and proceeded to implement a program that would dismantle the union. Although the Mayor did not revoke dues checkoff, the Administration declared that the dues deduction cards of striking AFSCME members who were fired and later rehired

80Atlanta Constitution, 6 April 1977.
were not valid. Hence, the AFSCME checkoff dropped from 1290 in March 1977 to 734 in May 1977. The Administration also pushed through the Council an ordinance requiring AFSCME to show yearly by September 1, that it had 50 percent plus one of the eligible employees as members or lose dues checkoff privileges. Thus, the Jackson administration, although continuing to verbalize a commitment to labor had by its actions deserted AFSCME and displayed a commitment to getting re-elected.
CHAPTER V

PERCEPTIONS OF THE RANK AND FILE TOWARDS
THE CITY'S LABOR RELATIONS POLICY

The findings in the previous chapters indicate that the Administrations which governed the city of Atlanta from 1966-1976 engaged in collective bargaining (as defined in this study), informally and discreetly, except during periods of crisis when the bargaining received media coverage. None of the Administrations developed a long-range, rational, holistic labor policy. Rather, these successive Administrations have utilized a number one agenda setting policy which has determined the relationship between the city and two unions. Although the agenda setting patterns for each Administration have been the same, the mayors have reacted to labor crises quite differently. Nevertheless, the decision-making which determines the relationship between the city and the two unions has been reactive, short-run, and sometimes irrationally diffuse. All of the Administrations have appeared to muddle along from one crisis-related decision to the next. One of the concerns of this chapter will be to determine how the rank and file (the union members) feel about the city's unstructured, informal and sometimes erratic labor policy. The labor-management
machinery under each Administration has been unstable and ambiguous. None of the Administrations has resolved the question of who is responsible for labor relations. Thus, as a result of the confusion and instability, the unions have engaged in bilateral and multilateral discussions with a perplexing variety of city officials and agencies. Another concern of this chapter is to determine how the rank and file feel about the city's labor machinery. Labor relations literature and statistics gathered by the United States Labor Department indicate that the trend among public employees is toward increased unionization. Therefore, another concern of this chapter will be to determine if the Atlanta unionized public employee supports the unionization of other city employees and parenthetically, whether he supports the idea of a unionized police department. In order to address these concerns and ascertain the opinions and the attitudes of the rank and file members towards the city of Atlanta, a three month long field study was conducted by this writer from November 1976 through January 1977. The field study consisted of both mailed questionnaires and follow-up interviews.

Survey researchers agree that the return rate for mailed questionnaires is unpredictable. Therefore, an

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1See Don A Dillman, "Increasing Mail Questionnaire Response in Large Samples of the General Public," Public Opinion Quarterly 36 (Summer 1972):254-257; Arnold S. Linsky, "Stimulating Responses to Mailed Questionnaires: A Review,"
attempt to increase the number of responses was made using these techniques:

1. A cover letter from the leader of the union was attached to each questionnaire.

2. Members received prior notice of the questionnaire.

3. The self-addressed return envelope displaying a stamp rather than a business reply marker.

4. A second mailing was made within a few weeks of the initial mailing.

Questionnaires were mailed to 100 percent of the rank and file members of IAFF and AFSCME for whom addresses were available. AFSCME Local 1644 provided this writer with the addresses for 1204 members. Of this number 952 of the addresses were found to be correct and 265 members responded. In the case of IAFF, Local 134 provided this writer with the addresses of 348 members. Only 293 of the addresses were found to be correct and 156 members responded. The 421 responses received were significant enough to allow the researchers to draw generalizations and conclusions from the data about the unions, both individually and in combination. The findings from the questionnaire and the results from the 45 follow-up interviews will be combined during the analysis.

Profile of the Unions

Of those persons responding to the questionnaire, mean number of years as union members was 6.1 for AFSCME members, 6.51 for IAFF members and 6.279 for the unions combined. Although IAFF was not a recipient of dues deduction until 1975, 35.9 percent of the respondents have been members of the union from 1-3 years. Among the AFSCME respondents 39.9 percent have been members from 1-2 years. These differences, however, could be a result of the faster turnover among AFSCME employees and the aggressive recruiting efforts of the AFSCME leadership. (See Table 6.)

TABLE 6

DISTRIBUTION OF RESPONDENTS BY NUMBER OF YEARS AS MEMBERS OF UNION

<table>
<thead>
<tr>
<th>Union</th>
<th>Percent</th>
<th>Mean</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 - 2 years</td>
<td>39.9</td>
<td>6.1</td>
</tr>
<tr>
<td>3 - 7 years</td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>8 - 24 years</td>
<td>33.1</td>
<td></td>
</tr>
<tr>
<td>IAFF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 - 3 years</td>
<td>35.9</td>
<td>6.51</td>
</tr>
<tr>
<td>4 - 6 years</td>
<td>32</td>
<td></td>
</tr>
<tr>
<td>7 - 32 years</td>
<td>32</td>
<td></td>
</tr>
<tr>
<td>Combined</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 - 2 years</td>
<td>34.4</td>
<td>6.279</td>
</tr>
<tr>
<td>3 - 7 years</td>
<td>34.8</td>
<td></td>
</tr>
<tr>
<td>8 - 32 years</td>
<td>30.8</td>
<td></td>
</tr>
</tbody>
</table>
Yet a significant level of stability is shown to exist in the AFSCME ranks since 33.1 percent of the respondents have been members of the union from 8-24 years. The data on IAFF members indicate that 32 percent of the respondents have been members from 7-32 years.

An evaluation of the distribution of respondents by age indicates that the mean age for AFSCME employees was 39 while the mean age for IAFF members was 32.7 years. The mean age for the groups combined was 36.7 years. Further analysis indicates that 33.5 of AFSCME members were 31 years of age or less while 31.2 percent were between the ages 46 and 67. On the other hand, the IAFF respondents are slightly younger with 34 percent falling in the age group of 28 years and younger and 31.4 percent between the ages of 34 and 56 years. (See Table 7.)

**TABLE 7**

**DISTRIBUTION OF RESPONDENTS BY AGE**

<table>
<thead>
<tr>
<th>Union</th>
<th>Percent</th>
<th>Mean</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 - 31 years</td>
<td>33.5</td>
<td>39</td>
</tr>
<tr>
<td>32 - 45 years</td>
<td>35.4</td>
<td></td>
</tr>
<tr>
<td>46 - 47 years</td>
<td>31.2</td>
<td></td>
</tr>
<tr>
<td>IAFF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 - 28 years</td>
<td>34</td>
<td>32.7</td>
</tr>
<tr>
<td>29 - 33 years</td>
<td>34.6</td>
<td></td>
</tr>
<tr>
<td>34 - 56 years</td>
<td>31.4</td>
<td></td>
</tr>
<tr>
<td>Combined</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 - 29 years</td>
<td>34.4</td>
<td>36.7</td>
</tr>
<tr>
<td>30 - 41 years</td>
<td>35.1</td>
<td></td>
</tr>
<tr>
<td>42 - 67 years</td>
<td>30.5</td>
<td></td>
</tr>
</tbody>
</table>
After a careful review of the distribution of respondents by work years, it is obvious that in spite of the high turnover in those areas where most AFSCME respondents are employed, some respondents have been with the city for a long time. For example: 32.7 percent of the AFSCME respondents have worked for the city between 15-45 years, whereas 29.4 percent of the firefighters have been employed by the city from 11-33 years. The data also indicate that 36.2 percent of the AFSCME respondents have been with the city from 7-14 years, whereas 39.2 percent of the IAFF respondents have been employed by the city from 7-10 years. The mean years of service for AFSCME and IAFF respondents combined is 11.14 years. (See Tables 8 and 9.)

**TABLE 8**

**DISTRIBUTION OF RESPONDENTS BY NUMBER OF YEARS EMPLOYED BY THE CITY OF ATLANTA**

<table>
<thead>
<tr>
<th>Union</th>
<th>Years</th>
<th>Percent</th>
<th>Mean</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME</td>
<td>1-6</td>
<td>31.1</td>
<td>11.77</td>
</tr>
<tr>
<td></td>
<td>7-14</td>
<td>36.2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>15-45</td>
<td>32.7</td>
<td></td>
</tr>
<tr>
<td>IAFF</td>
<td>1-6</td>
<td>31.4</td>
<td>10.10</td>
</tr>
<tr>
<td></td>
<td>7-10</td>
<td>39.2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11-33</td>
<td>30.4</td>
<td></td>
</tr>
<tr>
<td>Combined</td>
<td>1-6</td>
<td>34.9</td>
<td>11.14</td>
</tr>
<tr>
<td></td>
<td>7-13</td>
<td>34.6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>14-45</td>
<td>30.5</td>
<td></td>
</tr>
</tbody>
</table>
TABLE 9

DISTRIBUTION OF THE MEAN FOR THE NUMBER OF YEARS
AS A MEMBER OF THE UNION AGE AND NUMBER OF
YEARS EMPLOYED BY THE CITY OF ATLANTA

<table>
<thead>
<tr>
<th>Union</th>
<th>Years as a Union Member</th>
<th>Age</th>
<th>Years Employed</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME</td>
<td>6.1</td>
<td>32.7</td>
<td>11.7</td>
</tr>
<tr>
<td>IAFF</td>
<td>6.51</td>
<td>32.7</td>
<td>10.1</td>
</tr>
<tr>
<td>Combined</td>
<td>6.27</td>
<td>36.7</td>
<td>11.4</td>
</tr>
</tbody>
</table>

There is a significant difference in the racial com-
position of both unions, but there are significant differences
between them in terms of sex. All of the IAFF respondents
were male and 96.6 percent of the AFSCME respondents were
male. (See Table 10.) However, AFSCME respondents were
77.8 percent Black and 22.2 percent white, whereas, IAFF
respondents were 4.6 percent Black and 95.4 percent white.
(See Table 11.)

TABLE 10

DISTRIBUTION OF RESPONDENTS BY SEX*

<table>
<thead>
<tr>
<th>Sex</th>
<th>AFSCME</th>
<th>IAFF</th>
<th>Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>Female</td>
<td>3.4</td>
<td>0</td>
<td>2.7</td>
</tr>
<tr>
<td>Male</td>
<td>96.6</td>
<td>100</td>
<td>97.3</td>
</tr>
</tbody>
</table>

*Distribution given in percent.
TABLE 11
DISTRIBUTION OF RESPONDENTS BY RACE*

<table>
<thead>
<tr>
<th>Race</th>
<th>AFSCME</th>
<th>IAFF</th>
<th>Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black</td>
<td>77.8</td>
<td>4.6</td>
<td>50.8</td>
</tr>
<tr>
<td>White</td>
<td>22.2</td>
<td>95.4</td>
<td>49.2</td>
</tr>
</tbody>
</table>

*Distribution given in percent.

The distribution of respondents from the two unions by Atlanta residency closely corresponds to the distribution by race. Of the AFSCME respondents 72.7 percent were residents of the city and 27.3 percent lived outside the city. Among IAFF respondents 16.4 percent were residents and 83.6 percent lived outside the city. (See Table 12) Obviously the IAFF opposition to a residency requirement for employment in the city reflects its concern for the job security of its members.

TABLE 12
DISTRIBUTION OF RESPONDENTS BY ATLANTA RESIDENCY*

<table>
<thead>
<tr>
<th>Atlanta Resident</th>
<th>AFSCME</th>
<th>IAFF</th>
<th>Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>72.7</td>
<td>16.4</td>
<td>51.9</td>
</tr>
<tr>
<td>No</td>
<td>27.3</td>
<td>83.6</td>
<td>48.1</td>
</tr>
</tbody>
</table>

*Distribution given in percent.
An analysis of the education and salary levels of the respondents reveals a major difference between the two groups. Of the AFSCME respondents 63.1 percent had not completed high school. However, this level of education achievement was true for only 7.2 percent of the IAFF respondents. Income differences between the groups are also stark. (See Table 13.)

**TABLE 13**

**DISTRIBUTION OF RESPONDENTS BY EDUCATION**

<table>
<thead>
<tr>
<th>Education</th>
<th>AFSCME Percent</th>
<th>IAFF Percent</th>
<th>Combined Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-7 grades</td>
<td>24</td>
<td>0</td>
<td>15.1</td>
</tr>
<tr>
<td>8-11 grades</td>
<td>39.1</td>
<td>7.2</td>
<td>27.3</td>
</tr>
<tr>
<td>High school graduate</td>
<td>22.5</td>
<td>53.9</td>
<td>34.1</td>
</tr>
<tr>
<td>1-2 years college</td>
<td>10.1</td>
<td>30.9</td>
<td>17.8</td>
</tr>
<tr>
<td>College degree</td>
<td>3.5</td>
<td>7.9</td>
<td>5.1</td>
</tr>
<tr>
<td>Graduate school</td>
<td>.8</td>
<td>0</td>
<td>.5</td>
</tr>
</tbody>
</table>

Of the AFSCME respondents 83.4 percent earn less than $9,999 yearly, with 32 percent earning less than $6,999 per year. Only 3.5 percent of the AFSCME respondents earn $21,000 per year and above. Of the IAFF respondents 9.9 percent earn less than $9,999 yearly and 32.9 percent earn $12,000 and above yearly. It is significant to note that the poverty level for a non-farm family of 4 in 1975, according to the
U. S. Census Bureau, was $5,500 per year. Thus, a significant number of AFSCME respondents are skirting the edges of poverty. (See Table 14.)

**TABLE 14**

**DISTRIBUTION OF RESPONDENTS BY SALARY**

<table>
<thead>
<tr>
<th>Salary*</th>
<th>Union AFSCME Percent</th>
<th>Union IAFF Percent</th>
<th>Combined Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 6,999</td>
<td>32</td>
<td>0</td>
<td>20.2</td>
</tr>
<tr>
<td>7,000 - 9,999</td>
<td>51.4</td>
<td>9.9</td>
<td>36.0</td>
</tr>
<tr>
<td>10,000 - 11,999</td>
<td>13.1</td>
<td>57.2</td>
<td>29.4</td>
</tr>
<tr>
<td>12,000 and up</td>
<td>3.5</td>
<td>32.9</td>
<td>14.4</td>
</tr>
</tbody>
</table>

*Salary given in dollars.

Despite the low educational and low income levels of some respondents, a large percentage of the union members are home owners and registers voters. Of the AFSCME respondents 44.7 percent are home owners and 80.3 percent are registered voters. Of the the IAFF respondents 73 percent are home owners and 89.5 percent are registered voters. (See Tables 15 and 16.) Since an overwhelming majority of the AFSCME respondents are Atlanta residents, this means that a sizeable number are property taxpayers and the group has some political clout if properly mobilized. Although the IAFF respondents are property owners and registered voters, their political
clout is outside the city, because they have chosen to be commuters. They have denied themselves the privilege of voting in the city where they are employed, a means commonly used to express one's political views, where it could possibly have an effect on their wages and working conditions.

TABLE 15

DISTRIBUTION OF RESPONDENTS BY HOME OWNERSHIP
AND BY ATLANTA RESIDENCY

<table>
<thead>
<tr>
<th>Union</th>
<th>Atlanta Resident</th>
<th>Own Home</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>IAFF</td>
<td>16.4</td>
<td>83.6</td>
</tr>
<tr>
<td>AFSCME</td>
<td>72.7</td>
<td>27.3</td>
</tr>
<tr>
<td>Combined</td>
<td>51.9</td>
<td>48.1</td>
</tr>
</tbody>
</table>

*Distribution given in percent.

TABLE 16

DISTRIBUTION OF RESPONDENTS BY PERCENTAGE
OF REGISTERED VOTERS

<table>
<thead>
<tr>
<th>Union</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME</td>
<td>80.3</td>
<td>19.7</td>
</tr>
<tr>
<td>IAFF</td>
<td>89.5</td>
<td>10.5</td>
</tr>
<tr>
<td>Combined</td>
<td>83.7</td>
<td>16.3</td>
</tr>
</tbody>
</table>
Data Analysis

The major objective of the field study was to ascertain the opinions and attitudes of the rank and file towards the municipal government. Based on data analysis, the researcher can develop generalizations about the support among the rank and file for further employee unionization. The results also allow the researcher to make recommendations to enhance the city-rank and file relationship. In order to determine these views a questionnaire was developed. (See Table 17.) Items were included in the questionnaire to provide information about the respondents' perceptions of the following considerations.

1. What is the nature of the relationship which exists between the rank and file and the city?

2. What are the opinions of the rank and file regarding the city's labor relations machinery?

3. What are the views of the unionized employees toward the city's position on collective bargaining?

4. What are the sentiments of the unionized employees toward striking against the city?

5. What is the level of support for labor unity among the unionized employees?

6. What are the views of the rank and file toward the idea of a policemen's union being recognized by the city?
<table>
<thead>
<tr>
<th>Variables</th>
<th>Union</th>
<th>IAFF</th>
<th>AFSCME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Var 3 Do you feel that working conditions have changed since you joined the union?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>43.6</td>
<td>55.8</td>
<td>.6</td>
</tr>
<tr>
<td></td>
<td>74.7</td>
<td>24.5</td>
<td>.8</td>
</tr>
<tr>
<td>Var 4 Do you think that working conditions have improved since you joined the union?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>28.8</td>
<td>71.2</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>75.4</td>
<td>23.5</td>
<td>1.1</td>
</tr>
<tr>
<td>Var 6 Do you feel that being a member of the union provides you with better job security?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>44.5</td>
<td>54.8</td>
<td>.6</td>
</tr>
<tr>
<td></td>
<td>80.6</td>
<td>18.6</td>
<td>.8</td>
</tr>
<tr>
<td>Var 7 Do you believe that a person can represent himself as well as a union can?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9.0</td>
<td>90.4</td>
<td>.6</td>
</tr>
<tr>
<td></td>
<td>12.6</td>
<td>85.9</td>
<td>1.5</td>
</tr>
<tr>
<td>Var 8 Do you feel that being a member of the union is worth the amount of money that you pay in union dues?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>59.1</td>
<td>39.6</td>
<td>1.3</td>
</tr>
<tr>
<td></td>
<td>84.5</td>
<td>14.6</td>
<td>.8</td>
</tr>
<tr>
<td>Var 9 Do you feel that you are better off after a strike than before a strike?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>57.2</td>
<td>32.9</td>
<td>9.9</td>
</tr>
<tr>
<td></td>
<td>49</td>
<td>40.7</td>
<td>10.3</td>
</tr>
<tr>
<td>Var 10 Do you feel that it is more important to continue work than to stop work because the union calls a strike?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>31.2</td>
<td>63.6</td>
<td>5.2</td>
</tr>
<tr>
<td></td>
<td>34.9</td>
<td>62</td>
<td>3.1</td>
</tr>
<tr>
<td>Var 11 Do you feel that the benefits from a strike are worth the problems that a strike causes to the city?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>72.1</td>
<td>24.7</td>
<td>3.2</td>
</tr>
<tr>
<td></td>
<td>69.3</td>
<td>27.2</td>
<td>3.5</td>
</tr>
<tr>
<td>Variables</td>
<td>IAFF</td>
<td></td>
<td>AFSCME</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
<td>------</td>
<td>-------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td>Do not Know</td>
</tr>
<tr>
<td>Var 12 Did you join the union because you feel that the city does not care about you?</td>
<td>85.3</td>
<td>14.1</td>
<td>.6</td>
</tr>
<tr>
<td>Var 13 Do you feel that the city would treat you the same if you were not a member of the union?</td>
<td>57.4</td>
<td>41.3</td>
<td>1.3</td>
</tr>
<tr>
<td>Var 14 Do you feel that your union has done a good job of presenting your complaints and concerns to the city?</td>
<td>41.7</td>
<td>55.1</td>
<td>3.2</td>
</tr>
<tr>
<td>Var 15 Do you feel that union settlements cause taxes in the city to go up?</td>
<td>26.3</td>
<td>69.1</td>
<td>4.6</td>
</tr>
<tr>
<td>Var 16 Do you feel that the city can give workers a wage increase without increasing taxes?</td>
<td>87</td>
<td>12.3</td>
<td>.6</td>
</tr>
<tr>
<td>Var 17 Do you feel that your unions makes reasonable demands on the city?</td>
<td>88.4</td>
<td>11</td>
<td>.6</td>
</tr>
<tr>
<td>Var 18 Do you feel that other unions in the city make reasonable demands on the city?</td>
<td>90.9</td>
<td>8.4</td>
<td>.6</td>
</tr>
<tr>
<td>Var 20 Do you think that workers in all city departments should form one bing union?</td>
<td>64.5</td>
<td>34.2</td>
<td>1.3</td>
</tr>
<tr>
<td>Var 21 Do you know anyone who works with you who is not a member of the union?</td>
<td>99.4</td>
<td>.6</td>
<td>0</td>
</tr>
<tr>
<td>Var 22 Should workers who do not join the union be allowed to work?</td>
<td>68.8</td>
<td>30.5</td>
<td>.6</td>
</tr>
<tr>
<td>Variables</td>
<td>IAFF</td>
<td>AFSCME</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td>Know</td>
</tr>
<tr>
<td>Var 23 Do you feel that non union members of your unit should be required to pay union dues?</td>
<td>36.8</td>
<td>62.6</td>
<td>.6</td>
</tr>
<tr>
<td>Var 24 Do you feel that other union ask for too much from the city?</td>
<td>9.8</td>
<td>88.9</td>
<td>1.3</td>
</tr>
<tr>
<td>Var 25 Do you feel that your union is more successful now than in the past in its dealings with the city?</td>
<td>30.3</td>
<td>69</td>
<td>.6</td>
</tr>
<tr>
<td>Var 26 Do you feel that demands made by other unions on the city have caused grievances presented by your union to receive less consideration?</td>
<td>41.3</td>
<td>57.4</td>
<td>1.3</td>
</tr>
<tr>
<td>Var 27 Do you feel that the city taxpayers are tired of unions demanding more and more each year?</td>
<td>38.1</td>
<td>58.7</td>
<td>3.2</td>
</tr>
<tr>
<td>Var 28 Do you feel that the city taxpayers are in favor of more pay and better working conditions for union members?</td>
<td>64.9</td>
<td>34.4</td>
<td>.6</td>
</tr>
<tr>
<td>Var 29 Do you feel that the city taxpayers will get tired of supporting union members' demands?</td>
<td>51.6</td>
<td>45.6</td>
<td>2.6</td>
</tr>
<tr>
<td>Var 30 Do you feel that policemen should be allowed to unionize?</td>
<td>98.7</td>
<td>1.3</td>
<td>0</td>
</tr>
<tr>
<td>Var 31 Would you be willing to support a policemen union strike?</td>
<td>74.2</td>
<td>23.2</td>
<td>2.6</td>
</tr>
<tr>
<td>Variables</td>
<td>IAFF</td>
<td>AFSCME</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
<td>------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>Var 32 Do you pay taxes to the city of Atlanta?</td>
<td>23.5</td>
<td>75.8</td>
<td></td>
</tr>
<tr>
<td>Var 33 Do you feel that your union leaders are paid enough?</td>
<td>79.6</td>
<td>16.4</td>
<td></td>
</tr>
<tr>
<td>Var 34 Would you be willing to pay more taxes to increase the salaries and improve the working conditions for all city employees?</td>
<td>89.1</td>
<td>10.2</td>
<td></td>
</tr>
<tr>
<td>Var 35 Do you feel that you should be represented by some other union?</td>
<td>42.5</td>
<td>51.6</td>
<td></td>
</tr>
<tr>
<td>Var 36 Do you feel that all the workers in your unit should be required to join the union?</td>
<td>46.4</td>
<td>52.3</td>
<td></td>
</tr>
</tbody>
</table>

Var 5 was deleted.

#Do not know means no response.
7. What are the views of the unionized employees regarding unionization among city employees in the future?

The variables in the questionnaire were compared to each other by crosstabulation. Those variables that proved to be indicators reflecting the same view were collapsed into one variable--clustered. In order to determine whether a systematic relationship existed between various variables the Phi statistical test of significance was used. The Phi test appropriately measures the strength of the relationship between variables in nominal data which comprise this study. Thus, the Phi test was used to determine which variables relating to the same issue had a strong enough relationship to allow them to be clustered or reduced to form one variable. Those variables indicating a Phi statistic of .15 or above to each other were clustered into new variables. A total of eight cluster variables were created. The clustering technique allows the researcher to combine several indicators of the respondents' perceptions on an issue into one variable which addresses a specific issue. Thus, the researcher does not have to rely on any one indicator to draw a conclusion about the respondent's position.² In order to assess the

responses of the respondents an index was developed for each cluster variable. The scoring system used in the index for each cluster variable will be indicated in the study when each variable is analyzed. However, it should be noted that a yes response was given 1 point and a no response was given 2 points. Missing values were not included in the new cluster variable. If a respondent failed to answer any item included in the cluster that respondent's responses were not included in the analysis.

When the two groups were compared, their responses to the cluster variables were analyzed by the F distribution and T-test. The F distribution was used to determine which clusters could be subjected to statistical comparison. When comparing the mean responses of two populations and the variances are not know, the F distribution test can be computed to determine the ratio of the variances of the means to be tested. The variances between the means responses of the two groups was considered to be equal--that is the groups were comparable--when the F test indicated a variance within the 95 percent confidence level. After having determined those groups which could be compared from the analysis.


The scoring system developed in the index for the cluster variables is similar to the scoring system found in Willis J. Goudy, "Nonresponse Effects on Relationship Between Variables," Public Opinion Quarterly 40 (Fall 1976):360-369.
of the variances the T-test was performed. The purpose of the T-test was to determine the amount of agreement or disagreement between the two groups. The T-test is a statistical test used to determine whether or not the differences between the means of two populations is significant. If the T score falls within the 95 percent confidence range this implies that there is no difference between the mean scores of the two groups. If the T score falls within the critical region (2.5 percent on each side of the distribution) then the mean scores of the two groups are considered to be significantly different.

Consideration will now be given to the first question:

1. What is the nature of the relationship which exists between the rank and file and the city?

In order to ascertain the opinions and attitudes of the respondents to the above question, variables 6, 7, 11, 12, 13, 15, and 16 were found to have a high level of association and clustered. (See Table 18.) Each yes response was given a value of 2 in the index created for the new variable "Relationship." According to the index, a score of 7-9 indicated that the respondent was positive, a score of 10-11 indicated that the respondent was negative. Of the 221 AFSCME respondents 20.4 percent felt their relationship with the city was positive, 69.2 percent were undecided and 10.4 percent felt their relationship with the city was positive, 70.1 percent were undecided and 4.4 viewed the
<table>
<thead>
<tr>
<th>Variables</th>
<th>IAFF</th>
<th>Do not know #</th>
<th>AFSCME</th>
<th>Do not know #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Var 6 Do you feel that being a member of the union provides you with better job security?</td>
<td>44.5</td>
<td>54.8</td>
<td>6</td>
<td>80.6</td>
</tr>
<tr>
<td>Var 7 Do you believe that a person can represent himself as well as a union can?</td>
<td>9.0</td>
<td>90.6</td>
<td>6</td>
<td>12.6</td>
</tr>
<tr>
<td>Var 11 Do you feel that the benefits from a strike are worth the problems that a strike causes the city?</td>
<td>72.1</td>
<td>24.7</td>
<td>3.2</td>
<td>69.3</td>
</tr>
<tr>
<td>Var 12 Did you join the union because you feel that the city does not care about you?</td>
<td>85.3</td>
<td>14.1</td>
<td>6</td>
<td>68.6</td>
</tr>
<tr>
<td>Var 13 Do you feel that the city would treat you the same if you were not a member of the union?</td>
<td>57.4</td>
<td>41.3</td>
<td>1.3</td>
<td>31.3</td>
</tr>
<tr>
<td>Var 15 Do you feel that the union settlements cause taxes in the city to go up?</td>
<td>26.3</td>
<td>69.1</td>
<td>4.6</td>
<td>27.4</td>
</tr>
<tr>
<td>Var 16 Do you feel that the city can give workers a wage increase without increasing taxes?</td>
<td>87</td>
<td>12.3</td>
<td>6</td>
<td>86</td>
</tr>
</tbody>
</table>

*Response given in percent.

# Do not know in this table means no response.
relationship in a negative fashion. When the two groups are combined, the data reveals 23.3 percent positive, 69.6 percent undecided and 8.1 percent negative responses to the perceived relationship with the city. The F distribution test indicated no significant difference between the variances of the two groups. Therefore, the T-test was computed to determine if the mean responses were the same. The T-test indicated no significant differences between the means of the two groups. (See Table 19.)

<table>
<thead>
<tr>
<th>Union</th>
<th>No. of Cases</th>
<th>x</th>
<th>S</th>
<th>F</th>
<th>Prob.</th>
<th>T</th>
<th>Prob.</th>
<th>df</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME</td>
<td>221</td>
<td>5.9005</td>
<td>.547</td>
<td>1.17</td>
<td>.327</td>
<td>1.94</td>
<td>.053</td>
<td>356</td>
</tr>
<tr>
<td>IAFF</td>
<td>137</td>
<td>5.7883</td>
<td>.506</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Scoring system - 5=7-9 points positive, 6=10-11 points undecided, 7=12-14 points negative.

The following observations can be made about the cluster variable which indicates the perceived nature of the relationship that exists between the city and the rank and file. Most members are undecided about the nature of the relationship. This high level of uncertainty is possibly indicative of the
fact that the relationship which has existed over the years between the two unions and the city has been erratic, piece-meal and unstable. Thus, it has not been possible to know the status of the union from one year to another because of the lack of a formal labor policy.

2. What are the opinions of the rank and file regarding the city's labor relations machinery?

Variables 13 and 25 were found to have a significant association and were clustered in order to ascertain the populations' view on the above questions. Each yes response was given a value of 1 and each no response was given a value of 2 in the index created for the new variable "Labor Machinery." (See Table 20.) According to the index a score of 2 indicated that the respondent was positive, a score of 3 indicated that the respondent was undecided and a score of 4 indicated that the respondent was negative. Of the 253 AFSCME respondents, 20.2 percent were positive, 41.9 percent were undecided and 27.9 percent were negative. Of the 151 IAFF respondents, 15.9 percent were positive, 47.6 percent were undecided, and 26.5 percent were negative. Total responses for the groups combined were 404. Of this number 18.6 percent was positive, 66.6 percent was undecided and 14.9 percent was negative. The F distribution test indicated a significant difference between the variances of the two groups at the 95 percent level and the T-test was not computed. (See Table 21.)
TABLE 20
VARIABLES FROM QUESTIONNAIRE TO FORM CLUSTER

VARIABLE LABOR MACHINERY*

<table>
<thead>
<tr>
<th>Variables</th>
<th>IAFF</th>
<th>Do not</th>
<th>AFSCME</th>
<th>Do not</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td>No</td>
<td>Know #</td>
</tr>
</tbody>
</table>
| Var 13 Do you feel that the city would treat you the same if you were not a member of union? | 57.4 | 41.3   | 1.3    | 31.3   | 67.2   | 1.5
| Var 25 Do you feel that your union is more successful now than in the past in its dealings with the city? | 30.3 | 69.6   | .6     | 80.1   | 19.2   | .8

*Response given in percent.

#Do not know in this table means no response.

TABLE 21
F DISTRIBUTION TEST FOR CLUSTER
VARIABLE LABOR MACHINERY

<table>
<thead>
<tr>
<th>Union</th>
<th>No. of Cases</th>
<th>x</th>
<th>S</th>
<th>F</th>
<th>Prob.</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME</td>
<td>253</td>
<td>2.8775</td>
<td>.516</td>
<td>1.56</td>
<td>.002</td>
</tr>
<tr>
<td>IAFF</td>
<td>151</td>
<td>3.1060</td>
<td>.644</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Scoring system - 2 points positive, 3 points undecided, 4 points negative.
Again, the data indicates much uncertainty and indecision in union members' views of the city's labor relations machinery. This is understandable when the performance of the city's labor relations machinery over the years under study is reviewed. Data in the previous chapters indicate that the city bargaining policy was superimposed on the traditional government apparatus with little change in authority relationships. Thus, a collection of committees and officials, in the executive and legislative branches, have dealt whenever they chose with labor problems. Although incomparability of the variances ruled out use of the T-test, it is instructive to look at the percentage distributions of the reported attitudes of the two groups. The higher level of satisfaction is expressed by AFSCME members and more undecided and negative views are expressed by IAFF members. This is probably due to the fact that the city has spent some time, over the years, discussing labor matters with the AFSCME leadership and very little time with the IAFF leadership. Under the Jackson administration less time than before has been spent with the IAFF leadership which is partly due to the legal battle between the two and partly due to the limited manpower within the Bureau of Labor Relations. Another plausible hypothesis as to why the level of positiveness is higher among the predominantly Black AFSCME group could be because they identify and sympathize with the efforts of the present Administration which happens to be Black.
305

3. What are the views of the unionized employees toward the city's position on collective bargaining?

In order to deduce the opinions and attitudes of the rank and file toward the city's position on collective bargaining variables 13, 14, 25 and 17, were found to have a high level of association and were clustered into a new variable called "Collecting Bargaining." (See Table 22.) Each yes response was given a value of 1 and each no response was given a value of 2 in the index created for the new cluster variable "Collective Bargaining." According to the index, a score of 4-5 indicated that the respondent was undecided, and a score of 7-8 indicated that the respondent was negative. Of the 244 AFSCME respondents, 75.4 percent were positive, 18.4 percent were undecided, and 6.1 percent were negative. Of the 145 IAFF respondents, 38 percent were positive, 37.9 percent were undecided and 34.2 percent were negative. The total responses, 389, indicated that 61.4 percent were positive, 27.7 percent were undecided, and 12.9 percent were negative. The F distribution test indicated significant difference in the variances thus, a T-test was not computed. (See Table 23.)

In order to further analyze the city's bargaining position, a second cluster variable was created. A major position of the city over the years when the issue of pay
TABLE 22

VARIABLES FROM QUESTIONNAIRE TO FORM

CLUSTER VARIABLE COLLECTIVE

BARGAINING*

<table>
<thead>
<tr>
<th>Variables</th>
<th>IAFF Do not</th>
<th>AFSCME Do not</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes  No  Know</td>
<td>Yes  No  Know</td>
</tr>
<tr>
<td>Var 13 Do you feel that the city would treat you the same if you were not a member of the union?</td>
<td>57.4 41.3 1.3</td>
<td>31.3 67.2 1.5</td>
</tr>
<tr>
<td>Var 14 Do you feel that your union has done a good job of presenting your complaints and concerns to the city?</td>
<td>41.7 55.1 3.2</td>
<td>84 14.4 1.5</td>
</tr>
<tr>
<td>Var 25 Do you feel that your union is more successful now than in the past in its dealings with the city?</td>
<td>30.3 69 .6</td>
<td>80.1 19.2 .8</td>
</tr>
<tr>
<td>Var 17 Do you feel that your union makes reasonable demands on the city?</td>
<td>88.4 11 .6</td>
<td>85.3 14.3 .4</td>
</tr>
</tbody>
</table>

*Responses given in percent.

# Do not know in this table means no response.
### TABLE 23

**F DISTRIBUTION TEST FOR CLUSTER VARIABLE**

**COLLECTIVE BARGAINING**

<table>
<thead>
<tr>
<th>Union</th>
<th>No. of Cases</th>
<th>x</th>
<th>S</th>
<th>F</th>
<th>Prob.</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME</td>
<td>244</td>
<td>5.1680</td>
<td>.786</td>
<td>1.49</td>
<td>.006</td>
</tr>
<tr>
<td>IAFF</td>
<td>145</td>
<td>5.8069</td>
<td>.960</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Scoring System - 4 points very positive, 5 points positive, 6 points undecided, 7 points negative, 8 points very negative.

Increases has been discussed with the union is that the city cannot pay more, because to do so means increasing the taxes paid by Atlanta residents. They argue that this would create a taxpayer's rebellion. A new variable called "Feelcity" was created by clustering variables 27, 28, and 29 in order to deduce the union's perception of the willingness of the taxpayers to pay more taxes in order to improve the salaries and working conditions of city employees. (See Table 24.) Each yes response was given a value of 1 and each no response was given a value of 2 in the index created for the new variable Feelcity. According to the index a score of 4-5 points indicated that the respondent was positive, and a score of 6-7 points indicated that the respondent was negative. Of the AFSCME respondents 72.8 percent were positive, feeling that the taxpayers supported their demands for better wages and
TABLE 24

VARIABLES FROM QUESTIONNAIRE TO FORM CLUSTER

VARIABLE FEELCITY*

<table>
<thead>
<tr>
<th>Variables</th>
<th>IAFF</th>
<th>AFSCME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Do not</td>
<td>Do not</td>
</tr>
<tr>
<td>Var 27</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Do you feel that the city taxpayers are tired of unions demanding more and more each year?</td>
<td>38.1</td>
<td>58.7</td>
</tr>
<tr>
<td>Var 28</td>
<td>Do you feel that the city taxpayers are in favor of more pay and better working conditions for union members</td>
<td>64.9</td>
</tr>
<tr>
<td>Var 29</td>
<td>Do you feel that the city taxpayers will get tired of supporting union members' demands?</td>
<td>51.6</td>
</tr>
</tbody>
</table>

*Response given in percent.

#Do not know in this table means no response.

were willing to pay more taxes to make their demands possible. Only 27.2 percent expressed negative views. Of the 143 IAFF respondents 58.5 percent felt that the taxpayers supported their demands and 41.3 percent did not. When the sample
populations combined, 67.5 percent were positive, and 32.5 percent were negative. The F distribution test indicated significant difference in variances of the two groups at the 95 percent confidence level, thus the T-test was not computed. (See Table 25.)

**TABLE 25**

**F DISTRIBUTION FOR CLUSTER VARIABLE FEELCITY**

<table>
<thead>
<tr>
<th>Union</th>
<th>No. of Cases</th>
<th>x</th>
<th>S</th>
<th>F</th>
<th>Prob.</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME</td>
<td>239</td>
<td>3.9121</td>
<td>1.031</td>
<td>1.40</td>
<td>.023</td>
</tr>
<tr>
<td>IAFF</td>
<td>143</td>
<td>4,2587</td>
<td>1.220</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Scoring system - 3 points positive, 4 points slightly positive, 5 points slightly negative, 6 points negative.

After a review of the data generated from the clusters collective bargaining and feelcity the following inferences may be made. The highest level of satisfaction with the city's collective bargaining position is found within the AFSCME group. Further, those members of the combined sample who are most satisfied with the city's position were Black and earn less than $6,999 yearly and have completed between 0-7 grades. This sub-group, within AFSCME appears to feel beholden to the Administration for the jobs they hold in this period of high unemployment and inflation. They were also impressed positively by the Administration when it approved and included in their pay checks near Christmas, 1976 a $160.00 one-time only
increase from the Title 11 public works employment money. Data presented in the previous chapters indicate that over the years AFSCME has won a number of symbolic victories which have impressed the membership favorably. Although there is a significant level of satisfaction found among the AFSCME members regarding the city's policy, this should not be construed to mean that the membership wishes the city's informal bargaining policy to become permanent. Follow-up interviews indicate that the membership is desirous of a formal labor relations policy and a written Memorandum of Understanding. The data from the survey also indicate that the two groups do not accept the Administration's position that taxpayers are not willing to pay more taxes. The interviews indicate those workers who have been employed by the city longest, those workers who are Black, those workers who earn less than $6,999 yearly, and those workers who are Atlanta residents believe that the Atlanta taxpayers are supportive of their efforts. Since the profile of the respondents indicate that the lowest paid, Atlanta residents, and black workers are AFSCME members, this subset who believe that the taxpayers are on their side no doubt are AFSCME members. These positive responses coming from AFSCME members probably shed light on the actions of the union. There appears to be a strong group within AFSCME that supports the directions in which the city is moving in relation to bargaining. This group appears to believe the taxpayers are on their side. This gives one a clearer view as to why
the union has taken an aggressive stand to improve the wages and working conditions of its members. Further, race must be seriously considered. The present Administration is Black and there is obviously a level of positive satisfaction being expressed by the Black workers toward the Administration. However, when discussing the taxpayers, further study is needed to ascertain their views. Are they willing to pay more? When the workers were asked if they were willing to pay more taxes, of the 251 AFSCME respondents 78.5 percent were positive and 21 percent were negative. Of the 146 IAFF respondents 89.7 percent were positive and 10.3 percent were negative. Since the data indicate that 72.7 percent of the AFSCME respondents are Atlanta residents their responses should be taken seriously. Ironically, the data reveal that a meager 27.3 percent of the IAFF respondents live in the city. Thus, their response must be considered lightly.

4. What are the sentiments of the unionized employees toward striking against the city?

In order to determine the opinions and attitudes of the rank and file regarding their views about the strike, variables 9, 10, and 11 were found to have a high level of association and clustered into a new variable called "Strike." (See Table 26.) Each yes response was given a value of 1 and each no response was given a value of 2 in the index created for the new cluster variable Strike. According to the index a score of 3-4 indicates that the respondent was positive, a score of 5-6 indicates that the respondent was negative.
<table>
<thead>
<tr>
<th>Variables</th>
<th>Union</th>
<th>AFSCME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TAFF</td>
<td>Do not</td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Var 9</td>
<td>57.2</td>
<td>32.9</td>
</tr>
<tr>
<td>Var 10</td>
<td>31.2</td>
<td>63.6</td>
</tr>
<tr>
<td>Var 11</td>
<td>72.1</td>
<td>24.7</td>
</tr>
</tbody>
</table>

*Response given in percent.

#Do not know in this table means no response.

Of the 210 AFSCME respondents 66.1 percent were positive and 33.8 percent were negative toward the question of willingness to utilize the strike weapon. Of the 130 IAFF respondents, 70 percent were positive and 30 percent were negative. When combined, the group response was 67.6 percent in support of utilizing the strike weapon and 33.4 percent opposed. The
F distribution test indicated that the groups could be compared for statistical purposes. The T-test was performed and the scores revealed agreement between the groups regarding willingness to strike. (See Table 27.)

TABLE 27

F DISTRIBUTION TEST AND T-TEST FOR CLUSTER VARIABLE STRIKE

<table>
<thead>
<tr>
<th>Union</th>
<th>No. of Cases</th>
<th>x</th>
<th>S</th>
<th>F</th>
<th>Prob.</th>
<th>T</th>
<th>Prob.</th>
<th>df</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME</td>
<td>210</td>
<td>4.1143</td>
<td>1.105</td>
<td>1.10</td>
<td>.547</td>
<td>1.09</td>
<td>.275</td>
<td>338</td>
</tr>
<tr>
<td>IAFF</td>
<td>130</td>
<td>3.9769</td>
<td>1.158</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Scoring system - 3 points positive, 4 points slightly positive, 5 points slightly negative, 6 points negative.

Based on the data, there is a considerable amount of support from both groups to strike against the city if they feel strong enough about the issue. Past actions, by both groups, indicate that they feel the strike to be a useful tactic. The unions have, in the past, used the strike to garner community support for their efforts to improve wages and working conditions, and were successful except in 1966 and 1977. However, in the future the Administration may be successful in getting the community to support its position against the strikers, as was the case in 1966 and 1977.
5. What is the level of support for labor unity among the unionized employees?

In order to deduce the opinions of the rank and file regarding support for other unions, which might be called labor unity, variables 18, 19, 24, and 26 which relate to the above question were found to have a significant level of association and were clustered and renamed "Labor Unity." (See Table 28.) Each yes response was given a value of 1 and each no response was given a value of 2 in the index created for the cluster "Labor Unity." According to the index, a score of 4-5 points indicated that the respondent was positive, a score of 6 indicated that the respondent was undecided, a score of 7-8 indicated that the respondent was negative. Of the 194 AFSCME respondents 53.6 percent were positive, 21.1 percent were undecided and 25.3 percent were negative toward the idea. Of the 145 IAFF respondents, 82.8 percent were positive, 10.3 percent were undecided and 6.8 percent were negative. Combined the group responded 66.1 percent positive, 16.5 percent undecided, and 17.4 percent negative. The F distribution test indicated that the variances between the two groups differed significantly, thus the T-test was not computed because it would be meaningless. (See Table 29.)

The distribution analysis seems to indicate a significant level of support for the causes of other unionized city workers by each group; however, more negativism, (25.3
TABLE 28

VARIABLES FROM QUESTIONNAIRE TO FORM

CLUSTER VARIABLE LABOR UNITY*

<table>
<thead>
<tr>
<th>Variables</th>
<th>Union</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TAFF</td>
<td>Do not</td>
<td>AFSCE</td>
<td>Do not</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td>Know #</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Var 18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you feel that other unions make reasonable demands on the city?</td>
<td>90.9</td>
<td>8.4</td>
<td>.6</td>
<td>54.6</td>
<td>37.5</td>
</tr>
<tr>
<td>Var 19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you feel that your union should support other union demands in the city?</td>
<td>81.9</td>
<td>14.2</td>
<td>3.9</td>
<td>57.7</td>
<td>38.3</td>
</tr>
<tr>
<td>Var 24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you feel that other unions ask for too much from the city?</td>
<td>9.8</td>
<td>88.9</td>
<td>1.3</td>
<td>21.4</td>
<td>73.5</td>
</tr>
<tr>
<td>Var 26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you feel that demands made by other unions on the city have caused grievances presented by your union to receive less consideration?</td>
<td>41.3</td>
<td>57.4</td>
<td>1.3</td>
<td>52.2</td>
<td>45</td>
</tr>
</tbody>
</table>

*Responses given in percent.

#Do not know in this table means no response.
TABLE 29

F DISTRIBUTION TEST FOR CLUSTER VARIABLE LABOR UNITY

<table>
<thead>
<tr>
<th>Union</th>
<th>No. of Cases</th>
<th>x</th>
<th>S</th>
<th>F</th>
<th>Prob.</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME</td>
<td>194</td>
<td>5.5670</td>
<td>1.271</td>
<td>1.58</td>
<td>.004</td>
</tr>
<tr>
<td>IAFF</td>
<td>145</td>
<td>4.7748</td>
<td>1.012</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Scoring system - 4 points very positive, 5 points positive, 6 points undecided, 7 points negative, 8 points very negative.

percent) is found in the AFSCME ranks. AFSCME has actively engaged in numerous job actions in an effort to improve wages and working conditions and the support received from IAFF has been, to say the least, verbal. Yet, all city employees, including IAFF members, have received salary increases and other benefits won by AFSCME. This lack of active support for the causes of AFSCME by IAFF members has not been viewed lightly by the AFSCME membership.

6. What are the views of the rank and file toward the idea of a policemen union being recognized by the city?

In order to infer the opinions and attitudes of the unionized employees regarding support for the recognition of other unions specifically a police union, variables 30 and 31 were found to have a high level of association and clustered. (See Table 30.)
TABLE 30

VARIABLES TAKEN FROM QUESTIONNAIRE TO FORM CLUSTER

VARIABLE OTHER UNION RECOGNITION*

<table>
<thead>
<tr>
<th>Variables</th>
<th>IAFF</th>
<th>Do not</th>
<th>AFSCME</th>
<th>Do not</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you feel that policemen should be allowed to unionize?</td>
<td>98.7</td>
<td>1.3</td>
<td>80.3</td>
<td>19.3</td>
</tr>
<tr>
<td>Would you be willing to support a policemen union strike?</td>
<td>74.2</td>
<td>23.2</td>
<td>68.1</td>
<td>27.6</td>
</tr>
</tbody>
</table>

*Responses given in percent.

#Do not know in this table means no response.

The new variable was named other union recognition. Each yes response was given a value of 1 and each no response was given a value of 2 in the index created for the new cluster variable. According to the index, a score of 2 indicated that the respondent was positive, a score of 3 indicated that the respondent was undecided, and a score of 4 indicated that the respondent was negative. Of the 235 AFSCME respondents, 67.2 percent were positive toward the idea, 16.6 percent were undecided, and 16.2 percent were negative. Of the 147 IAFF respondents, 76.2 percent were positive, 22.4 percent were undecided, and 1.4 percent were negative. The combined population responded
70.7 percent positive, 18.8 percent were undecided and 10.5 percent were negative. The F distribution test indicates that the groups cannot be compared for statistical purposes because of the differences in variances. However, the analysis of the distribution indicates that both groups were positive toward the idea of union recognition for policemen. Nevertheless, the data analysis shows variance scores of the AFSCME group to be almost 3 times that of the score of IAFF. (See Table 31.)

**TABLE 31**

F DISTRIBUTION TEST FOR CLUSTER VARIABLE

<table>
<thead>
<tr>
<th>Union</th>
<th>No. of Cases</th>
<th>x</th>
<th>S</th>
<th>F</th>
<th>Prob.</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSCME</td>
<td>235</td>
<td>2.4894</td>
<td>.759</td>
<td>2.65</td>
<td>.000</td>
</tr>
<tr>
<td>IAFF</td>
<td>147</td>
<td>2.2517</td>
<td>.466</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Scoring system - 2 points positive, 3 points undecided, 4 points negative.

The interpretation of this data is that while the majority of the AFSCME members seem to support the idea of a policemen's union, there are many who do not agree with this position. In recent years IAFF has vocally supported the policemen's efforts to be recognized and they have joined together to criticize the city's promotion and hiring policies, labeling them discriminatory in reverse against whites. On the other
hand, a sizable group within the AFSCME ranks is opposed to police unionization. Their negative views could be a reaction to the alleged racism claimed by the policemen and police brutality which has purportedly been displayed by some members of the police department over the years. Further, their negative views could be the result of fear that a unionized police would demand more and thus leave fewer dollars to be divided for salaries, as well as support for Mayor Jackson who, in no uncertain terms, opposes unionization of the police.

7. What are the views of the unionized employees regarding unionization among city employees in the future?

In order to determine the attitude of the rank and file as to whether they felt other city workers should unionize and their willingness to support further unionization, variables 19, 20, 22, 23, 30, 31, 35 and 36 were found to have a significant level of association and were collapsed into cluster variable "Future." (See Table 32.) Each yes response was given a value of 1 and each no response was given a value of 2 in the scoring system. According to the index a score of 8-11 indicated that the respondent was positive, a score of 12 indicated that the respondent was undecided, and a score of 13-16 indicated that the respondent was negative. Of the 201 AFSCME respondents, 79.6 percent were positive, 12.9 percent were
TABLE 32

VARIABLES FROM QUESTIONNAIRE TO FORM

CLUSTER VARIABLE FUTURE*

<table>
<thead>
<tr>
<th>Variables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Var 19 Do you feel that your union should support other union demands in the city?</td>
</tr>
<tr>
<td>Var 20 Do you think that workers in all city departments should form one big union.</td>
</tr>
<tr>
<td>Var 22 Should workers who do not join the union be allowed to work?</td>
</tr>
<tr>
<td>Var 23 Do you feel that non union members of your unit should be required to pay union dues?</td>
</tr>
<tr>
<td>Var 30 Do you feel that policemen should be allowed to unionize?</td>
</tr>
<tr>
<td>Var 31 Would you be willing to support a policemen union strike?</td>
</tr>
<tr>
<td>Var 35 Do you feel that you should be represented by some other union?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>IAFF</th>
<th>Do not</th>
<th>AFSCME</th>
<th>Do not</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
<td>Know #</td>
<td>Yes</td>
</tr>
<tr>
<td>Var 19</td>
<td>81.9</td>
<td>14.2</td>
<td>3.9</td>
<td>57.7</td>
</tr>
<tr>
<td>Var 20</td>
<td>64.5</td>
<td>34.2</td>
<td>1.3</td>
<td>91.3</td>
</tr>
<tr>
<td>Var 22</td>
<td>68.8</td>
<td>30.5</td>
<td>.6</td>
<td>44.6</td>
</tr>
<tr>
<td>Var 23</td>
<td>36.8</td>
<td>62.2</td>
<td>.6</td>
<td>54</td>
</tr>
<tr>
<td>Var 30</td>
<td>98.7</td>
<td>1.3</td>
<td>0</td>
<td>80.3</td>
</tr>
<tr>
<td>Var 31</td>
<td>74.2</td>
<td>23.2</td>
<td>2.6</td>
<td>68.1</td>
</tr>
<tr>
<td>Var 35</td>
<td>42.5</td>
<td>51.6</td>
<td>5.9</td>
<td>12.1</td>
</tr>
</tbody>
</table>
TABLE 32--continued

<table>
<thead>
<tr>
<th>Variables</th>
<th>IAFF</th>
<th>AFSCME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do not</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Var 36 Do you feel that all the workers in your unit should be required to join the union</td>
<td>46.4</td>
<td>52.3</td>
</tr>
</tbody>
</table>

*Responses given in percent.

#Do not know in this table means no response.

were decided and 7.5 percent were negative. Of the 134 IAFF respondents, 76.6 percent were positive, 18.7 percent were undecided and 5.2 percent were negative. When the two populations were combined, 78.2 percent were positive, 15.2 percent were undecided and 6.6 percent were negative. The F distribution test indicated a variance incompatibility between the groups at the 95 percent confidence level. Therefore, the T-test was not computed. (See Table 33.)

TABLE 33

<table>
<thead>
<tr>
<th>F DISTRIBUTION TEST FOR CLUSTER VARIABLE FUTURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Union</td>
</tr>
<tr>
<td>AFSCME</td>
</tr>
<tr>
<td>IAFF</td>
</tr>
</tbody>
</table>

Scoring system - 8-9 points converted to 4 meaning very positive, 10-11 points converted to 5 meaning positive, 12 points converted to 6 meaning undecided, 13-14 points converted to 7 meaning negative, 15-16 points converted to 8 meaning very negative.
Again an analysis of the distribution shows that the mean scores of each group appears to be favorable toward unionization of city employees in the future. However, both groups show large standard deviations. Moreover, the standard deviation for AFSCME is considerably higher than that for IAFF and this explains why the F score does not permit comparison of the two groups.

Summary

The striking interpretation or observation arising from the statistical treatment of the field study data is the lack of comparability existing between the two groups AFSCME and IAFF. Conventional wisdom might lead one to assume that because they are both public unions there would be a consensus between them on major issues like the ones raised in this research. However, as has been shown, these unions appear to agree in only one of eight issues--the willingness to strike.

In the instance of the perceived relationship between the union and the city there was statistically compatibility, but the only agreement was the level of uncertainty about what the relationship might be. The confusion expressed seems reasonable because in the past ten years, administrations have engaged in short-range, reactive and usually irrationally diffuse, muddled decision-making in the area of labor relations.
Moreover, a high percentage of both AFSCME and IAFF were undecided in their opinions regarding the city's labor relations machinery. The confusion here again is probably an outgrowth of the erratic, piecemeal labor relations policy. It is useful to again highlight the inference that, at the time this field study was done, AFSCME members indicated a higher level of satisfaction with the city's labor relations machinery than IAFF members. However, subsequent to that time the Jackson administration dealt a severe defeat to the AFSCME union strike effort and it is certain that AFSCME's satisfaction with the city has diminished considerably.

The data analyzed so far seem to indicate that the AFSCME group is more satisfied with the city's collective bargaining procedure than the IAFF group. Over the years the city's informal collective bargaining procedure had allowed the union to engage in multilateral bargaining and end run lobbying tactics. In addition, AFSCME had won a number of symbolic victories. However, follow-up interviews indicate that the AFSCME membership prefers a formal, consistent labor policy. The IAFF membership is also substantially in opposition to the city's informal collective bargaining position. Over the years the IAFF membership has had little success with the various Administrations' informal collective bargaining procedures. Follow-up interviews with this group also indicated a preference for the development on the part of the city of a formal, stable labor policy.
The matter of labor unity or willingness of the two unions to support each other is also highlighted in this field study. There appears to be a willingness among the groups to support each other's efforts. However, between the groups there are differences in levels of support. IAFF appears to be more supportive of labor unity. This could be due to the fact that IAFF is in need of developing stability. The membership in IAFF is small and because of this their efforts have been so far largely ineffective. If they could receive sympathetic support from AFSCME as well as from a policemen's organization perhaps they would be able to realize some symbolic victory that would give them legitimacy as a bargaining unit. Consequently, their identification with unionization of others is greater than AFSCME's.

The city Administrations have been fully aware of the lack of unity existing between the two unions. They see AFSCME as a union of unskilled workers and IAFF as a craft union. They have been able to play upon these differential perspectives and their piecemeal approach to bargaining is indicative of this ploy. The failure of these unions to recognize their commonalities and overcome their cosmetic differences has been to the city's advantage. This failure has contributed to the fact that the public union movement in Atlanta has been maintained at a controllable level by the various Administrations.

Both groups indicated a willingness to support a policemen union. However, IAFF more closely identified its position
with that of policemen and appears to be more supportive of
the concept. On the other hand, AFSCME members appear to
harbor apprehensions about the city's policemen and are
suspicious that neither the policemen nor firemen would sup-
port them if the occasion arose. Consequently, their en-
thusiasm for the concept of a policemen's union is at best
lukewarm. Finally, the matter of race and social status
needs consideration. AFSCME's membership is predominately
Black and poor. IAFF's membership is almost exclusively
white and middle class. IAFF's opposition to compensatory
promotion of Black firemen as well as their preponderance of
legal action alledging reverse discrimination have in no way
engendered good will from the AFSCME membership.

It appears that while there is general ideological
support for expansion of unionism among all city employees
from AFSCME and IAFF, this process of total unionism will be
protracted because there are several areas of disagreements
and mistrust. Firemen appear not to want to be identified
with sanitation workers. However, because of the large
number of AFSCME members as compared to IAFF members it is
probable that firemen and any other group wishing to unionize
could benefit from the financial resources, the organizing
skills, and the lobbying machinery of AFSCME. Should the
alienation between AFSCME and IAFF continue as is probable,
the overall status of municipal unionization in general will
be adversely affected.
CHAPTER VI

CONCLUSION

Findings

An analysis of the city of Atlanta's labor relations policy indicates that the city's approach to public unionism has been piecemeal and unorganized. This is true, despite the fact that there is a wealth of evidence to show that an organized labor policy properly conceived and administered reduces the incident of strikes and work stoppages, improves communications with employees, and reduces tensions between the unions and the city.\(^1\) The findings in this study demonstrate that the city of Atlanta has had involvement with labor organizations which date back to the turn of the century, yet it has failed to formalize bargaining procedures. Although the State Attorney General has ruled that public employers in Georgia cannot enter into valid collective bargaining contracts with labor unions, the records of the three

\(^1\) Research Atlanta, Government Labor Relations in Atlanta, 1976, reported that after a survey of 18 cities, 9 of which were southern and similar to Atlanta in that the states in which they were located did not have laws which permitted collective bargaining for public employees, indicated that all except Memphis had formalized their meet and confer union relationship and had found the benefits from the relationship to be positive.
Administrations indicate that between 1966 and 1976, the city of Atlanta has been engaged in a version of collective bargaining. This version of bargaining has been unstructured, crisis oriented and informal, and the end results have never been written contracts. Instead the city and union agreements have appeared in amended city ordinances, resolutions, revisions in the civil service rules, and sporadic changes in wages and working conditions.

The collective bargaining models described in the literature review chapter--the unilateral model, the bilateral model, and the multilateral model--do not individually describe the labor relations activities which have taken place in Atlanta. The Atlanta informal system of bargaining, during the periods covered in this research, is at best a crossbreed or hybrid embodying aspects of the three models. This hybrid bargaining policy has allowed end run tactics to be used by the unions when it has been feasible.

The bargaining procedure has taken this hybrid form because of the failure of the various administrations to develop a long-range, holistic labor relations program. Instead, the three administrations have engaged in what John P. Kotter and Paul R. Lawrence in Mayor's in Action refer to as a number one process of agenda setting. The number one process of agenda setting is "reactive, short-run
oriented, individual or part oriented, continuous, and sometimes 'irrationally' unconnected.2

Another reason for the hybrid nature of the bargaining policy is that the top city administrators over the years have learned to avoid the shocks of risk-taking policy innovations in the area of labor relations. According to Peter A. Lupsha, "reaction and reactive politics are the essence of urban decision making today and a key aspect of maintaining the urban crisis."3 The preservation of a policy system maintenance and decisional avoidance rather than leadership and change is rewarded because according to Lupsha, to institute change creates the possibilities of:

1. disturbing existing arrangements and coalitions
2. upsetting routine operations and procedures
3. threatening certain groups of individuals

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2John P. Kotter and Paul R. Lawrence, Mayors in Action, New York: John Wiley and Son, 1974, p. 42. Ironically, Kotter and Lawrence in their analysis of Ivan Allen found him to be a mayor with a number three agenda process. Meaning that he had long goals and a holoistic approach. However, they never considered his labor relations policy which was toolly crisis oriented and involved short range planning.

4. involving immediate cost with no necessary guaranteed immediate payoff

5. awakening and arousing presently dormant interest or groups increasing their demand expectations.

When one reviews the labor relations policy from 1966-1976 in Atlanta, it seems clear that none of the mayors under study entered office with an agenda for substantive change in the area of labor relations. Rather, they chose to take a safe political route and address the various labor crises as they came to the fore by using a muddled, disjointed-incremental decision making process when decisions were made, and, if at all possible, stuck to the safe maintenance decisional avoidance policy.

As indicated in Chapters 2, 3, and 4, the muddled, disjointed-incremental, and sometimes decisional avoidance policy has not denied workers the right to be members of labor organizations. However, it has deprived the overwhelming majority of public employees of the right to be represented by a labor organization, which renders useless the fact that employees have a right to be members. This policy serves to contain the growth of public unionism in the city and allows elected officials to maintain the status quo. Moreover, dues checkoff, which is considered to be the lifeblood of public unionism, has been a partisan issue in the Atlanta political arena.

\[4\text{Ibid.}\]
Ivan Allen continued the practice of the Hartsfield administration. He did not revoke the checkoff from AFSCME even though the union participated in a strike in 1968, nor did he see fit to fire the AFSCME workers after they had participated in a strike which was against the state law. On the other hand, he did fire en masse the unionized fire fighters when they participated in the second 1966 strike after his mediation attempts failed. This inconsistency in Allen's behavior was not dictated by love or hatred for public unionism. Rather, he personally felt that firemen, because they were involved in public safety, had no right to engage in a strike. Also, he was aware of the fact that there was a readily available labor supply and these men could be replaced without difficulty. In the case of the garbage workers, the situation was different. Before the strike, the city was having extreme difficulty recruiting an adequate number of workers. The Sanitation Department daily resorted to collecting workers by the day off Decatur Street in order to have a sufficient crew to pick up garbage. Accordingly, when the sanitation employees decided to strike, Ivan Allen was willing to do everything in his power to appease them short of giving any more than he had to in order to get them back to work and keep them there. Thus he refused to tamper with the checkoff and made concessions which were implemented in ordinance form and developed a grievance procedure.
Sam Massell, with what appeared to be malice aforethought and reckless indifference, used the checkoff as a weapon to try to rid the city of the spectre of public unionism. After the 1970 sanitation strike and Massell's highly publicized confrontation with the Union leadership, he mobilized the necessary legislative support to revoke dues checkoff. During the strike, he also fired the strikers, but he later reversed his decision because of widespread community support for the workers. Massell ignored attempts by a small group of aldermen, lead by Vice-Mayor Maynard Jackson, to restore checkoff for the duration of his Administration.

Maynard Jackson's administration, after a year in office, passed a checkoff ordinance which limited the groups of employees who could be represented by the unions. As Vice-Mayor, Jackson had supported dues deduction for all organized groups; however, when he was elected Mayor and was in a position to carry out his "convictions," Jackson avoided the shocks of risk-taking policy innovations and returned to the Ivan Allen maintenance system. The one exception was the fact that he extended the checkoff to the firemen. However, this was a safe policy compared to his vociferous support in 1971 and 1972 for the adoption of the Firefighters Mediation Act. Jackson has sought to present a pro-labor image. Although his checkoff Ordinance prohibits strikes and work-stoppages and calls for revocation of dues deduction,
Jackson has elected not to enforce that portion of the Ordinance when the union has participated in such activities. However, this decision-avoidance by no means should be construed to imply that his labor policy has been in any way innovative.

The muddler, disjointed-incremental and sometimes occasional decision-avoidance policy can be observed in the bargaining practices of the three mayors, and the machinery used to deal with labor problems. All three have engaged in the "Meet and Confer" policy recommended by the Advisory Council on Intergovernmental Relations Commission in 1969. This bargaining practice has been sub rosa or discreetly engaged in by Allen and Massell unless there was a crisis, as in the strikes of 1966, 1968, 1970, and the threats of strikes and job actions under Jackson. During the periods when there were no visible crisis, discussions with the unions took place whenever the city or the unions requested that they take place. The city has stated that it is willing to discuss any issue with employees or their representatives at any time. Paul F. Gerhart indicates that the previously mentioned unstructured policy always exists when bargaining is not well developed. The city has indicated that it is free and willing to discuss issues because it knows that the actual power of the union over the issues is severely limited. Further, the procedure has allowed the outcome
of the employer-employee discussions to be dependent on management's determinations rather than bilateral decisions by equals.

Because of the failure of the city to formalize its relationship, the unions have been faced with a bewildering array of bureaucratic and fragmented authority. Just who is responsible for what? Under the Allen and Massell administrations, a variety of aldermanic committees were responsible for setting policy which affected unionized employees. The unions were forced to engage in endless multilateral discussions with department heads, the Board of Firemasters, the Public Works Committee, the Water Works Committee, the Director of Personnel and the Personnel Board. The unions were forced to use salesmanship on one or more of these groups in order to get their concerns recommended to the Finance Committee, the most powerful of the various committees. Because of the fragmentation of authority, the unions were then able to resort to end run tactics in an attempt to influence the Finance Committee to act in their favor. Evidence has shown that in all three Administrations whatever the Finance Committee recommends, ultimately was and still is approved by that legislative body. Thus, the unions learned the necessity of packing budget hearings with their members and appealing directly to the Finance Committee in order to bring about change.
This fragmentation in authority for labor relations resulted in bilateral and multilateral bargaining discussions because of the failure of the administration to assign the primary responsibility for negotiations to the executive or legislative branch. Rather, as John F. Burton indicated, the city, particularly under Allen and Massell, responded by imposing "a system of collective bargaining on the existing structures of authority with little or no modifications." Even after Massell appointed a Director of Labor Relations, no responsibilities were given to the director. He was nothing more than a glorified ombudsman; thus, the city's style of negotiating with the unions was not altered. Both mayors refused to disturb the existing management structure and instead utilized the existing expertise within the organization and preserved the standing authority relationships. The Aldermanic Committees were allowed to continue to dabble in labor affairs. The legislative branch and the mayor, who ultimately had the last word in labor matters, refused to make any real commitment and engaged in decisional avoidance. Prime examples of this behavior are the 1969, 1971, 1972 and 1974 Resolutions which give the city's statement of policy regarding labor relations. These resolutions were not law; they were simply the city's

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stated position, which was not binding. Resolutions were passed, rather than ordinances, in order to continue the decision-avoidance policy.

Pressures from the labor organizations on all of the Administrations helped to bring about grievance procedures, minor changes in working conditions, and sporadic improvement in wages. However, all of these changes were piecemeal. The Administrations have refused to commit themselves to a binding labor policy and have thus maintained an amount of flexibility which allows them to engage in short, reactive planning whenever the union pressure is heaviest. Vivid examples of these piece-meal concessions are the pay raises which resulted from the 1966 and 1968 strikes and the threat of a 1976 strike, and the grievance procedure which grew out of the 1968 strike.

A new charter was implemented under the Jackson administration which allowed for governmental reorganization. Although a Bureau of Labor Relations was established, the muddler, informal labor relations policy was continued despite the appointment of a labor expert to direct the bureau. Before appointing the bureau director, the Mayor allowed various persons with no labor experience to engage in labor negotiations. The supposed new change in policy was attributed to the fact that the responsibility for labor relations was now in the hands
of the executive branch. However, this change appeared not to be the case when in the March 1976 labor crisis the Council and the Mayor appeared to be separately engaged in solving the crisis. The Council agreed to a $500 raise for all employees, placing the responsibility on the mayor's shoulders to abolish a number of positions in order to make the raise possible. The Mayor negotiated a $208 raise for some employees and other benefits with union representatives. Lack of a regularized labor policy made multi-lateral bargaining possible and the union appeared to have gained a $708 raise, when a few days earlier the city claimed to have no funds for employee raises. In July and August of 1976, the legislative branch balked and refused to fulfill a promise by the Mayor to commit countercyclical funds from the public works Employment Act to fund wage increases. This lack of harmony in the Administration regarding labor relations has not encouraged innovative change. The Jackson administration has reacted from crisis to crisis and engaged in incremental decision making regarding labor. Like the prior Administrations cited, it has not been agressive nor has it sought to stabi-
lize the city's erratic relationship with the unions by initiating a local ordinance to formalize the city's meet and confer policy. The Jackson administration has also failed to convince the legislative branch of the need for a properly staffed Bureau of Labor Relations, which
would allow it to handle labor problems. Therefore, the Jackson administration, in terms of its labor policy, differs little from the previous Administration except for the new paper structure.

The results of the survey of rank and file bear out the conclusions drawn about the nature of the relationship between the city and the unions; the fact that the relationship has been erratic, muddled, and piecemeal, rather than the expression of a long-range holistic policy. The overwhelming majority of the rank and file were not sure what their relationship with the city was. A perceptive group you might say. A high percentage of the rank and file also had mixed feelings about the city's unstable labor relations machinery. These mixed feelings are probably due to the unstable labor relation machinery utilized by the city over the years. As a group, the majority of the AFSCME members support the city's informal collective bargaining procedure which has allowed their union to engage in multilateral bargaining and end-run lobbying tactics. On the other hand, the IAFF members are in substantial opposition to the city's collective bargaining procedures. The IAFF membership has had little success with the various administrations in the bargaining sphere. Follow-up interviews indicate that they feel that they would be in a better bargaining position if the city adopted a formal collective bargaining procedure. Data presented in the previous chapters indicate that over the
years AFSCME has won a number of symbolic victories which undoubtedly impressed the membership favorably. Nevertheless, the level of satisfaction expressed by the AFSCME membership should not be construed to mean that the membership is desirous of the city's informal policy becoming permanent. The follow-up interviews indicated that the group wants the city to adopt a formal labor relations policy and a written Memorandum of Understanding.

The evidence shows that the unions have sometimes gotten concessions from the city when strikes and threats of strikes were used: thus it was to be expected that despite the fact that it is illegal to strike, there was a significant amount of support for the use of the tactic. This is true despite the fact that participation in a strike could mean the end of the dues deduction privilege.

Within the two groups, there is a willingness to support each other's efforts. However, the variables race and socio-economic status are likely to be divisive factors which could prevent or hinder the achievement of labor unity among the two existing unions. The Administrations have been cognizant of the fact that unity between the two unions has been lacking and this knowledge has encouraged them to pursue a piecemeal, informal labor policy. In order to force the present city Administration to change, the two unions will have to unite and push for the implementation of a formal policy which the follow-up interviews indicate they want.
In terms of support for a unionized police force, there is a level of advocacy from both groups. Nevertheless, there is a variation in the level of support between the groups according to race and income. The supportive group are IAFF members who are white and earn $10,000 or more yearly. Those most negative are AFSCME members who are Black and earn less than $10,000 yearly. In this area the variables race and salary could be divisive factors in terms of unity among the organized for the support of a unionized police.

For the efforts of all city employees to organize in the future, there is philosophical support from AFSCME and IAFF. Unionization of public employees is the present trend in the United States and there is little evidence to indicate that Atlanta will escape this movement. In fact, the Director of the Bureau of Labor Relations has indicated that the movement is taking place and the city needs to get guidelines for dealing with the seemingly inevitable. The Executive Branch must exercise leadership in this area and do more than simply verbalize a commitment to labor. Rather, there will have to be an active effort to move Atlanta from its nineteenth century, reactive, short-range, primitive, informal labor policy into a twentieth century, holistic long-range formal policy.

Recommendations

The findings in this study indicate a need to revamp
the city's labor policy in order to establish a stable formal policy. The following recommendations should prove useful:

1. Although the state of Georgia prohibits cities from entering into binding collective bargaining contracts with labor unions, it does not specifically prohibit local legislation which would allow for non-binding agreements bilaterally arrived at and regular labor negotiations. The city of Atlanta has chosen a "meet and confer" system which needs to be formalized. This could be done by a locally adopted ordinance which would establish the guidelines for the city's relationship with labor unions. Such an ordinance should be drawn up, with union input, and include; management rights of the city, scope of the agreement, designation of the official city negotiating team, statement concerning when negotiations should begin and end, and statement of the methods to be used to resolve an impasse.

2. Research studies indicate that stability in a city's labor policy will emerge as tension within the management structure is reduced. In Atlanta, there is obvious tension within management, resulting from the fact that a bargaining system has been superimposed on the traditional government apparatus without substantive change in authority relationships. Management needs to restructure the existing authority relations in order to clearly define the responsibility
for labor relations. This could be done by centralizing the authority for dealing with labor issues within the Executive Branch. Centralization of authority would also allow for a coordinated management position on labor issues which the city has usually lacked.

3. It will be necessary to educate and expose top level administrators and elected officials to the advantages that accrue from having a regularized labor relations policy. Over the years, many of the grievances which have sparked work slowdowns and employees unrest could have been brought to management's attention and solved without fanfare if a formal grievance procedure, which would be part of a regularized labor policy, had been part of an agreement between the unions and the city. In order to educate the city's management, formal seminars and orientations programs on labor relations should be initiated.

Further Research

Several issues remain unresolved by this research effort. Some of those which merit further investigation follow:

1. The Atlanta public unions have constantly questioned the city's spending priorities and one of their major demands has been the need for increased wages and better working conditions for city employees. While the city usually admits that raises are deserved and needed by employees, it is impossible for it to do so without
raising taxes. Atlanta has a low property tax, when compared to other cities its size, which is supported by the downtown business district. This group argues that a low property tax is good for the city. For years this interest group has enjoyed a positional advantage over other interest groups in the city because their leaders have had informal ties with Atlanta's major office holders. According to Clarence N. Stone in Economic Growth and Neighborhood Discontent, "system bias" is a result of positional advantage and disadvantage. A positional advantage exists when on the part of public officials there is a predisposition to favor the interest of a given group more than the interest of another. An area for further research would be the testing of the "system bias" theory to determine what if any influence has the traditional positional advantage in politics exercised by the downtown business interest had on the development and maintenance of the muddled, disjointed-incremental and decisional avoidance labor relations policy practiced by the city.

2. This research was limited to the nature of the relationship existing between the city and AFSCME and IAFF. However, an analysis is needed of the events and circumstances surrounding the city's efforts to contain police unionization.

3. Research should be continued on the ongoing Jackson administration and an evaluation done at the end of his mayoral term to determine his labor policy over a complete term of office or terms of office, whatever the case may be.
APPENDICES
APPENDIX A

ATLANTA FIRE DEPARTMENT
GRIEVANCE COMMITTEE

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APPENDIX A

ATLANTA FIRE DEPARTMENT GRIEVANCE COMMITTEE

OBJECT:

1. Insure continuous peace and harmony among the members of the Atlanta Department by receiving complaints from employees who feel that an injustice has prevailed upon them.

2. To act as a mediator between the aggrieved and the perpetrator in order to resolve any indifferences between the parties.

3. To grant an audience to members who seek same, either written or oral.

4. To grant a hearing to all parties concerned that may contribute to the just and peaceful conclusion to such grievances of employees.

DUTIES:

1. The Grievance Committee shall render their verdict, recommendations, or opinions in the matter within ten (10) days after the grievance is heard provided, however, that if the matter is such that higher authority than the immediate Grievance Committee can rule on, the grievance will be referred to the Chief of the Fire Department.

2. The Grievance Committee members shall refrain from getting personally involved in grievances. They should hear and evaluate the circumstances surrounding a grievance with an impartial mind, disregarding one's reputation, personality, race, color, or national origin.

3. The Grievance Committee shall explore every method in order to resolve grievances at this Committee's level.

4. The Grievance Committee shall not permit the aggrieved or perpetrator to be represented by anyone except the aggrieved or perpetrator himself. The aggrieved or perpetrator has the right to legal council or union representation only at the Board of Fire Masters level.

5. The Grievance Committee is not empowered to render punishment or disciplinary action. They shall not render any verdict or action to be taken that would be contrary to the Rules and Regulations of the Atlanta Fire Department as adopted December 29, 1969.

6. The Grievance Committee shall refer a grievance to the Chief of the Fire Department upon the request of the aggrieved.

7. The Grievance Committee shall have the power to eject any person or persons from hearings who might become unruly or does not adhere to the manner of conduct as prescribed by the Committee.

8. The Grievance Committee may elect to withhold any action on a grievances and act upon same in privacy of the members only.

9. The Grievance Committee shall inform the aggrieved or the perpetrator of their rights to appeal to a higher authority should the decision or actions of the Grievance Committee be unsatisfactory to either party.

HOW TO HANDLE GRIEVANCES:

A "Grievance" is a condition or a set of conditions which individuals dissatisfied. It is very important to understand that the "stated" gripes may not be the real cause of dissatisfaction.

The disposal of as many grievances as possible at your level is one of the most important services you can render.

To insure the proper and timely handling of grievances, it is advisable to give careful attention to the procedures suggested below.

RECEIVE THE GRIEVANCE PROPERLY:

This includes giving the aggrieved a calm, attentive, and complete hearing without interruption.

"Let him get it all off his chest."

Take notes and impress him that you are taking the complaint seriously.

After you have heard the aggrieved employee, repeat the essentials in your own words, asking him if these are his points and if you have them straight.

As the final aspect of reciving the grievance, tell him when he can expect an answer. Of course, there are times when you can give a decision immediately.

GET THE FACTS:

Operate from the beginning as if you expect this case to go the the third level (Board of Fire Masters.)

Check different angles and views of the story.

Check Fire Department records which may support or dispute alleged facts.

Check City personnel regulations.

Check Rules and Regulations of the Fire Department.

Check with higher line or Division Officers to see if any new procedures have been set.

Carefully examine the personnel file of the individual making the complaint.

Where time or places are important, be sure to reconcile conflicting facts before you make any decision.

TAKE ACTION:

If the Grievance Committee is in agreement by majority vote that the aggrieved employee has a valid grievance, don't be afraid "to go to bat" for the employee.

If the employee is wrong, maintain your position but make a full and considerate explanation to the employee.

Pass on all facts to the next level in a dated, written memorandum.
APPENDIX B

THE ESTABLISHMENT OF A GRIEVANCE COMMITTEE
OF THE ATLANTA FIRE DEPARTMENT AND
PROVISION FOR APPEALS THEREFROM
There is hereby created the GREIVANCE COMMITTEE of the Atlanta Fire Department which shall function generally for the purpose of contributing to the harmony and good relations among and between all members of the Atlanta Fire Department by receiving, and acting upon, written complaints received from employees of the Atlanta Fire Department. In its function, it shall hear from the complainant and any accused, and, when possible, act as mediator, and shall take such action as hereinafter set out so as to bring to a satisfactory conclusion any matter of dispute.

1. OFFICERS AND ELECTIONS:

The Greivance Committee shall consist of seven (7) members, six (6) of whom shall be non-officer members of the Atlanta Fire Department, and one (1) of whom shall be a citizen of the City of Atlanta selected from the public at large. All members shall serve without compensation for a period of two years, except for those members initially appointed for a term of one year. The members, at the first meeting of each year, shall elect a Chairman, a Vice-Chairman and a Secretary. Should any member be promoted to officer position, be dismissed, suspended or should he resign during his period of service, he shall relinquish his position and the remaining members of the Greivance Committee shall elect his successor to fill the unexpired term.
Members of the Grievance Committee shall first be selected by the Chief of the Atlanta Fire Department and shall consist of three (3) black firemen and three (3) white firemen. Three (3) of the initial appointments by the Chief of the Atlanta Fire Department to the Grievance Committee shall be for a term of one (1) year and three (3) shall be appointed for terms of two (2) years. Subsequent to the initial appointment by the Chief of the Atlanta Fire Department, all members shall be elected by non-officer members of the Atlanta Fire Department. Prior to any election, a nominating committee shall have been appointed by the Chairman and convened and shall nominate at least two (2) non-officer firemen for each vacancy on the said Grievance Committee, and such nominations shall be posted prominently in each station and division of the Atlanta Fire Department at least sixty (60) days before the date of the election. Additional nominations may be made by the written petition of at least fifty (50) non-officer firemen for each nominee, and such petition(s) shall clearly specify the particular vacancy sought, shall be delivered to the Chairman of the Committee at least thirty-five (35) days before the election, and the Chairman shall cause such additional nomination(s) to be posted in each station and division of the Atlanta Fire Department at least twenty-five (25) days before the election. Nominations shall be made, and elections held, so that at all times the six (6) non-officer firemen members of the Committee shall consist of three (3) white and three (3) black firemen.
Appendix B (continued)

All initial appointments shall be made, and subsequent elections held, so that the non-officer members of the Committee commence their terms of service on the first regular meeting of each year. A year is hereby defined as a period of twelve (12) months from the date of the first Monday of the first month immediately succeeding the initial appointment of the Committee membership by the Chief of the Atlanta Fire Department and each and every twelve (12) month period succeeding thereafter.

The initial term of service for the citizen at large member shall be for two (2) years, and thereafter such member shall be selected by the six (6) non-officer firemen members of the Committee for two (2) year terms at the first regular meeting of the year in which elected.

2. DUTIES OF OFFICERS:

(a) Chairman. The Chairman of the Greivance Committee shall preside at all meetings, and shall have the power to call a special meeting whenever he deems it necessary.

The Chairman shall hold a special meeting of the Greivance Committee when requested to do so by at least three (3) members of the Committee. He shall have the power to summon non-officer members of the Fire Department to greivance hearings by authorization and in the name of the Chief of the Atlanta Fire Department whenever such person or persons is known to possess information needed by the Committee for its investigation. Officer personnel of the Atlanta Fire Department may be required to appear before the Greivance Committee on the order of the Chief of the Atlanta Fire Department.
Appendix B (continued)

The Chairman shall submit a report of any complaint or grievance to the Chief of the Atlanta Fire Department and the conclusions and recommendations of the Committee based upon any hearings or other investigation of the said complaint or grievance.

(b) Vice-Chairman. The Vice-Chairman shall perform the duties of the Chairman in the Chairman's absence or at the Chairman's special request.

(c) Secretary. The Secretary shall keep a record of all proceedings of the Grievance Committee. In addition, he shall prepare ballots for any election to the membership of the Grievance Committee, as well as notices and nominations concerning any said elections, and shall cause same to be distributed to each Fire Station and Division.

The Secretary shall receive and count the ballots for any election held for membership to the Grievance Committee, in the presence of the membership of the Grievance Committee, and shall announce the results of any such election to the Chairman who shall in turn order the same published by the Secretary.

The Secretary shall perform any other duties as may be prescribed by the Chairman.

(d) Vacancies in the offices of Chairman and Vice-Chairman shall be filled in ascending order by the officer(s) remaining. Any vacancies in the office of Secretary shall be filled by an election of the membership of the Committee held immediately after replacing any vacancy(s) in the membership of the Committee.
Appendix B (continued)

3. TIME AND PLACE OF MEETING:

The Grievance Committee shall meet at 10:00 a.m. on the first Monday of each month at the Atlanta Fire Department Headquarters Conference Room, situated at 46 Courtland Street, S.E., Atlanta, Georgia. Any special meeting of the Grievance Committee shall be held as prescribed herein on twenty-four (24) hours notice of such meeting given by the Secretary. All Grievance Committee meetings, regular or special, shall be held at the aforesaid location or at any other station or division of the Atlanta Fire Department.

Four (4) members of the Grievance Committee shall constitute a quorum for the transaction of business at any regular or special meeting.

4. GREIVANCE PROCEDURE:

As an orderly process, or procedure, for the presentment of any grievance or complaint to the Committee, and any subsequent action recommended by the Committee based upon a hearing or other investigation of such grievance or complaint, the following procedural steps shall be followed by the Grievance Committee, the Chief of the Atlanta Fire Department and the Board of Fire Masters of the Board of Aldermen:

(a) The aggrieved shall first make a written request to the Chairman of the Grievance Committee for a hearing before the Grievance Committee, or other form of investigation, within ten (10) days after the alleged incident constituting the subject matter of the grievance. Such written request shall be referred by the Chairman to the Committee and placed upon its agenda for hearing or investigation at its next regular meeting,
if possible, or at the first regular meeting thereafter if time is needed to summon witnesses and otherwise prepare the Committee for an adequate hearing or investigation. The hearing or investigation may be concluded or continued, in the interest of justice and fair play, and immediately upon a conclusion of the hearing or investigation a written report and recommendation shall be submitted within ten (10) days to the Chief of the Atlanta Fire Department.

(b) The Chief of the Atlanta Fire Department shall render a decision, or make a ruling, upon the investigation, report and recommendation of the Grievance Committee within thirty (30) days from the receipt of such written report, investigation and recommendation. Should the aggrieved, accused, or any member, person, persons, or other entity or entities be not satisfied with the decision or ruling of the Chief of the Atlanta Fire Department, he may appeal such decision or ruling, in writing, to the Chairman of the Board of Fire Masters of the Board of Aldermen within ten (10) days of the receipt of notice of such decision or ruling.

(c) Any such appeal to the Board of Fire Masters shall be placed on the agenda of the next regular meeting of the Board of Fire Masters, or at such later meeting if additional time is needed so as to summon witnesses or to investigate any appeal, and the party appealing shall be given a full hearing by the Board of Fire Masters. Any appeal conducted by the said Board of Fire Masters may be concluded or continued, in the interest of justice and fair play, and upon the conclusion of all matters investigated and heard for the purpose of appeal,
the Board of Fire Masters shall render its decision or ruling in the official minutes of its meeting within thirty-five (35) days from the conclusion of such appeal hearing or investigation.

The Chief of the Atlanta Fire Department shall immediately notify the appellant and appellee, and all other interested parties, of the decision of the Board of Fire Masters. All decisions or rulings of the Board of Fire Masters shall be final and binding, subject only to the review of the Mayor and Board of Aldermen and/or appropriate legal tribunal.

Approved by Board of Firemasters February 16, 1970

Jack Summers, Chairman

H. D. Dodson, Vice-Chairman

Richard Freeman, Member
APPENDIX C

MEMORANDUM OF INTENT
APPENDIX C

MEMORANDUM OF CONTENT

The undersigned four officials of the City of Atlanta, to wit:

Ivan Allen, Jr. Mayor
Hilton L. Farris Chairman, Finance Committee
Everett Hillman Chairman, Public Works Committee
Carl T. Sutherland City Personnel Director

have served as a Liaison Committee from the governing authority of the City of Atlanta to discuss with employer of the Sanitation Division of the Public Works Department and their representative certain grievances in connection with their pay and employment by the City of Atlanta.

After several discussions with said employees and their representatives, said officials of the City of Atlanta made certain statements and agreements with said employees and their representatives as to intent of the City of Atlanta arising out of said grievances. The purpose of this document is to put in writing and agreements and promises made by the City officials which were as follows:

1. That effective January 1, 1969, a three-step salary increase will be granted to the positions of Waste Collector I, Waste Collector II, and Waste Collection Drivers in the Sanitation Division of the Public Works Department.

2. That the Personnel Director will recommend to the Personnel Board the reclassification of positions of Waste Collector II to the class of Scout Car Drivers with a salary range one step higher than the salary range for Waste Collector II.

3. That the Public Works Director will make every effort to expedite the improvement of the field offices located at Hill Street, Liddell Street, and North Avenue Substations, respectively, which jobs already have been approved and are in the process of being completed at the present time.

4. That a method will be adopted with and through the Personnel Director of the City of Atlanta so that individual employees or their representatives shall have a system of presenting any work or employment grievances at their respective job locations and up through the higher levels of city government.

5. That the City agrees officially to recognize the Shop Stewards officially designated by the unions and that confirmation of recognition will be furnished by letter from the respective department heads to the supervisors with whom the Shop Stewards deal.

6. That no employee who participated in the strike and no employee who worked during the strike will be discriminated against or be disciplined for his participation or nonparticipation in the strike.

Each of the undersigned has approved and agreed to the foregoing procedures and will publicly make every effort to see that said agreements are adopted and carried out by the governing authority and the officials of the City of Atlanta necessarily involved in their implementation.

This_____ day of _________, 1968.

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APPENDIX D
DEPARTMENT OF CITY CLERK
CITY HALL
ATLANTA, GEORGIA

RESOLUTION BY
FINANCE COMMITTEE:

WHEREAS, certain representatives of the City of Atlanta and representatives of the American Federation of State, County and Municipal Employees, AFL-CIO have held discussions over the past several months and the result of said discussions has been an understanding as to a Statement of Policy concerning both parties as to rights, privileges and responsibilities of all City employees including grievance procedures and other conditions of employment:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen that the attached Statement of Policy together with the Grievance Procedures attached thereto is hereby approved and adopted as a policy of the City of Atlanta; and the Mayor is hereby authorized and directed to sign and present the aforesaid Statement of Policy and Procedure to the American Federation of State, County and Municipal Employees, AFL-CIO, Local Union, for their acceptance and approval.
J. J. LITTLE, do hereby certify that I am the duly elected City Clerk of the City of Atlanta, Georgia, and as such am in charge of keeping the Minutes of the Board of Aldermen of the said City of Atlanta. I further certify that the attached is a true and correct copy of a resolution adopted by the Board of Aldermen of the City of Atlanta on May 15, 1969 and approved May 15, 1969, adopting official statement of policy relating to grievance procedures and other conditions of employment for all City employees;

all as the same appears from the original which is of record and on file in my said office.

GIVEN under my hand and seal of office this 15th day of May, 1969.

[Signature]
The City of Atlanta recognizing the need to communicate to employees of the City government information as to the rights, privileges and responsibilities of all City employees and the procedure to be followed in the event any employee or group of employees are any recognized organization representing any group of employees in making recommendations concerning salaries, wages, hours, and other conditions of employment and in presenting a grievance, hereby adopts the policies outlined below:

1. The Personnel Board and/or the Personnel Director will entertain formal or informal presentations or recommendations concerning pay, hours and other conditions of employment from any employee or group of employees, The American Federation of State, County and Municipal Employees, AFL-CIO or other recognized organization representing employees of the City. It must be understood that the Personnel Board does not have final authority in these matters but can and is required to make recommendations to the Mayor and Board of Aldermen who do have the final authority in such matters.

2. The City of Atlanta hereby adopts a grievance procedure to be followed by employees who have or think they have grievances. A copy of this procedure is attached hereto and made a part of this Statement of Policy.
APPENDIX F

GRIEVANCE PROCEDURE
APPENDIX F

GRIEVANCE PROCEDURES

To establish an orderly and systematic means of handling appeals of any employee of the City government of Atlanta who has a grievance or thinks that he has a grievance the City of Atlanta hereby prescribes the following procedures:

Any employee who has a grievance or thinks that he has a grievance concerning an action, occurrence, or an attitude, either expressed or implied, resulting in real or imagined feeling of injustice or of having been oppressed or injured shall have a right to present his appeal orally to his immediate supervisor within three (3) days after the alleged cause for the grievance arises. The immediate supervisor of the employee shall render his decision in the matter within three (3) days after the grievance is presented to him; provided, however, that if the matter is such that higher authority than the immediate supervisor must make a decision, the immediate supervisor shall authorize the employee to proceed directly to this authority. This authority must render a decision within three (3) days from the time that the grievance is presented to him for a decision.
If the aggrieved employee is not satisfied with the decision made
and desires to carry the matter to still higher authority, he next
may present it to the head of the department in which he is employed,
who shall render his decision within three (3) days, and if the
aggrieved employee is not satisfied with the decision rendered by the
department head, he then shall appeal this decision to the Personnel
Director within three (3) days. If the Personnel Director serving
as a mediator is unable to resolve the matter by conferring with the
employee and department head concerned, the employee may present
his grievance in writing to the Personnel Board which shall afford the
employee the opportunity to appear before it within ten (10) days and
shall render its decision on the matter with three (3) days after the
hearing. The decision of the Personnel Board shall be final.

At any step in the grievance procedure, if the aggrieved employee
is a member of The American Federation of State, County and
Municipal Employees, AFL-CIO, he may confer with the shop
steward and/or any other representative of the union representing
the department in which he is employed, and the steward or repre-
sentative may counsel the employee and assist him in presenting his
appeals in successive steps until the matter is resolved.

A true copy,

ADOPTED BY BOARD OF ALBANY MAY 15, 1959
APPROVED MAY 19, 1959
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