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First Edition, MAY 1997

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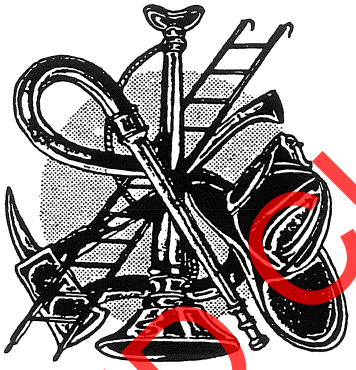

published by

STATE FIRE TRAINING
Office of the State Fire Marshal
PO Box 944246
Sacramento, CA 94244-2460

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The Reference Run-Around

Lawsuits are forcing employers to clam up about their workers

By Arthur M. Louis
Reprinted from San Francisco Chronicle
November 9, 1984

The job reference, once a valuable tool for assessing prospective employees, has virtually vanished from the corporate scene - another casualty of our litigious society.

"Most companies when up approach them for information about a former employee, will only recite the person's title and perhaps the dates of employment." observed James Challenger, president of Challenger, Gray & Christmas, a Chicago-based outplacement firm.

If a company offers more that this rudimentary information, it risks a lawsuit that could cost hundreds of thousands and even millions of dollars in damages. Juries across the United States are freely awarding such settlements to job-seekers who claim they were maligned by their former employers.

The situation poses a serious dilemma. The company that does the hiring has a strong and justifiable need for complete information about the people it hires. Imperfect information, as one corporate lawyer puts it, "is socially undesirable and can harm the economic machine."

The perils of imperfect information were forcefully underscored last week in the public sector, when Judge Douglas Ginsburg, the latest nominee to the U.S. Supreme Court, conceded that he had smoked marijuana in his younger days.

This left people wondering why the Reagan administration - presumably in a better position than most corporations to root out the facts - had failed to adequately screen this particular job seeker.

?? -ed against companies in the past five years, primarily under laws prohibiting libel and slander.

Defendants in libel and slander cases can escape punishment by proving that what they wrote or said was truthful, or that any inaccurate statements were made without malice - that is, the mistakes were inadvertent.

But companies are understandably reluctant to risk their assets in such cases. The question of what is true, what is false, and what is malicious must be **??????????????** the plaintiffs.

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Even when a company wins the case, its legal costs are likely to run into the tens of thousands of dollars. "You take a risk even when you tell the truth, and even when it is defensible," said Cassandra Flipper, a lawyer with Cooley Godward Huddleston & Tatum in San Francisco.

Litigation poses a risk for the employee too. If he sues a former employer, he becomes a marked man - likely to be spurned by other companies, who would rather not be dragged into courts themselves.

But some plaintiffs are winning so much money that they are able to retire on the spot. The biggest winner so far is Houston insurance broker Larry Buck, who walked away with $1.9 million in damages from a suit filed a few years ago against Frank B. Hall & Co., a financial-services company based in upstate New York.

Buck, evidently suspicious about what his ex-employer might say about him, hired a private detective to impersonate an employer seeking a job reference. According to the detective, a Hall official described Buck over the telephone as a "Jekyll and Hyde" and a "classic sociopath."

A leading Bay Area company San Francisco-based Bechtel Corp., is currently fighting a suit filed by seven ex-employees, who charge that they were effectively blacklisted by the company's Bechtel Power unit. The employees contend that they left a construction site near St. Clair, Mich., in 1983 because of bad weather, and that Bechtel Power, which considered the walkout an improper work stoppage, sent letters to other contractors recommending that they not hire the seven.

A spokesperson for Bechtel refused to comment on the case, but did cite a company policy which he said has been in effect "for a number of years."

"The policy is that contractors on the job site may be notified when a craft employee is disciplined. The purpose of this policy is to ensure that discipline is consistent on the ??????????????????????????????

Flood of Lawsuits

Employees have been suing employers for decades, but the litigation turned from a trickle to a torrent starting with the recession of 1982. That put a squeeze on the job market and led to the corporate restructuring movement, which abruptly pushed thousands of veteran employees onto the streets in search of new jobs.

Meanwhile, competition for the choicest jobs was already heating up for demographic reasons.

"A lot of baby boomers were scrambling for supervisory jobs, and there weren't enough of these jobs to go around," explained Jim Kennedy, president of Management Team Consultants, a San Francisco-based firm. "Employees are now more willing than ever to challenge anyone who impedes their livelihood by giving a poor reference."

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When approached for job references, most of the big companies in San Francisco pass along minimal information.

"Our policy is to confirm the periods of employment and the title - that's it." remarked Pete Crystal, employment manager at McKesson Corp.

Other companies - among them Chevron, Pacific Telesis and Wells Fargo - will offer additional details if the former employee signs a statement authorizing them to do so. Legal experts suggest, however, that such statements won't necessarily exonerate the employer if the employee sues later.

Companies complain that they can't even give favorable references. If they praise their best employees while remaining mum about the rest, they are tacitly implying that something is wrong with the people who don't get plaudits. The non-references become negative references.

"If you pick and choose, you establish a pattern, and the failure to give a reference will have an adverse implication," said Jeffrey Goldman, a Chicago lawyer who is chairperson of the American Bar Associations's employer-employee committee.

Companies are reluctant to speak up even when the employee in question embezzled company funds or committed violent acts against fellow employees or customers. It is safe to say something negative only if the employee has been convicted of a crime.

"You have people working at banks in the city who have been discharged from three or four other banks for stealing money," remarked Graham Desvernine, a private investigator in San Francisco who checks the backgrounds of job applicants for corporate employers. "Often there's no prosecution, because the bank doesn't want to erode public confidence."

The reluctance of companies to report even the most blatant misbehavior has provoked lawsuits from the other direction - from employers who feel they should have received fair warning.

For example, there is a case currently being tried in Los Angeles involving a brokerage employee accused of improperly diverting customer funds in each of his last three jobs. The third brokerage firm has sued the second for not disclosing the employee's conduct and the second has sued the first.

Experts urge employers to make every reasonable effort to check and applicant's employment history. Even if this leads to nothing but stone walls, the employer will have a passable legal defense if the applicant later harms someone.

Checking Resumes

Many job-hunters take sly advantage of the reference gridlock to fake their resumes. It has been estimated that 20 percent to 80 percent of all resumes contain

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serious misstatements.

"The major thing they fake is the amount of money they were earning," remarked outplacement specialist James Challenger. "Some will fake education and occasionally people will change the titles they held."

Despite the throngs of dishonest, litigation-happy job applicants. employers do occasionally enjoy modest success in checking credentials.

Some of them turn resumes over to their security departments or to outside investigators - many of them retired policemen and FBI agents. The sleuths can readily check out the most basic information - for example, whether the applicant actually attended the universities and earned the degrees listed on his or her resumes. They also pry into court records to see whether an individual has been indicted for any crimes, or has been hit by tax liens from the IRS or state taxing authorities.

A few companies have established what lawyer Cassandra Flipper describes as "underground" agreements with other companies in the same industry. Their *quid pro quo:* "You tell me the truth abut your ex-employees, and I'll tell you about mine."

Companies also are leaning more heavily on executive search firms. "Some people in the search field have decided that they should not do reference checks at all," remarked Leon Farley, owner of a San Francisco firm that bears his name. "They consider it dangerous. But this is one of the key areas where clients look to us."

Search firms have the necessary contacts to dig up dirt - if only those contacts will talk. Robert LoPresto, managing vice president and senior partner in Palo Alto with Kern/Ferry International, the world's largest search firm, says his firms' 130 partner to manage to unearth confidential information.

"People are violating their company policies, but they know and trust us," he observed.

Many employers are striving to become better interviewers. Since the applicant may be the only knowledgeable source who will talk, employers must learn to probe to ask revealing questions, to trip up the applicant if he misrepresents himself.

"Most managers just talk to the applicant - and jump to conclusions about him or her," said recruiter Jim Kennedy. "They end up doing most of the talking, and they give away all sorts of hints about what his or her answers should be.

"You should ask questions about what their limitations are, what they don't do well. You need to get the candidates to appraise what they've done and how others see them.

"Ask them: If I called your major customer, how would he describe you in terms if your customer service relations?' Get people to tell more than they intended when they came in for the interview."

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A WIN FOR CITIES

Lower Court's FLSA Ruling Against Salary Test Stands

by Barrie Tabin

Reprinted from Nations Weekly
September 1995

Cities scored a victory against unfunded mandates when the U.S. Court of Appeals rejected an appeal by the Clinton Administration to uphold a federal regulation which could cost cities and towns millions of dollars. Moreover, the court's decision could cut off a flood of lawsuits against cities. NLC files an *amicus* brief strongly opposing the Clinton Administrations's appeal.

The Ninth Circuit Court of Appeals rejected a petition to rehear the case of *Service Employees International Union (SEIU) vs. County of San Diego*. This decision will let stand the court's October 1994 ruling rejecting the application of the Fair Labor Standards Act (FLSA) salary test regulation to municipalities.

The October 1994 decision is significant for municipalities because it is the first time an appeals court rejected public employees' claims for overtime compensation based on the theory that the salary test never applied to the public sector.

The Ninth Circuit's decision to invalidate the applicability of the salary test regulation to municipalities through September 1991 - at which time the Department of Labor (DOL) issued a rulemaking amending certain aspects of the regulation - and to reject the SEIU petition for rehearing could alleviate many of the difficulties municipalities face in their efforts to utilize the FLSA's managerial exemption to defend against claims for overtime compensation.

The supplemental opinion issued by the Ninth Circuit criticized DOL for a "failure to discharge its responsibilities under the law" because it waited several years before attempting to address municipal concerns with the salary basis regulation.

However, the Ninth Circuit's ?????????????????????????????? solve the municipal problem with the salary basis test regulation. Similar litigation brought against local governments for back overtime pay in other judicial districts has resulted in the exact opposite result as the Ninth Circuit. And, even in the Ninth Circuit, the 1991 modification still leaves the salary basis test unsuitable to address all the issues that arise for local governments during litigation.

NHC continues to work with Congress on legislation that clarify the FLSA so that no local government would be found liable for back overtime pay to their highly paid executive, professional and administrative employees.

In order to be exempt from the overtime provisions of the FLSA, an executive, administrative or professional employee must meet both a duties test and be paid on a salary basis. Under the salary basis test, an employee is considered to be paid on a salary basis if he or she regularly receives each pay period a predetermined amount that is not subject to reductions because of variations in the quality or quantity of work performed. State and local accountability statutes, however, prohibit pay to public employees for hours not actually worked. Therefore, such public pay schemes do not

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meet the requirements of paying an employee on a salary basis.

In response to the numerous court cases, DOL issued an additional regulation on the salary basis test applicable only to the public sector in September 1991. The regulation permits employers to make deductions in pay for less than a day where accrued leave has been exhausted or the employee chooses to take leave without pay or permission for leave has not been granted.

While the September 1991 regulation does much to ameliorate the Abshire problem, it does not solve all the salary basis issues which continue to arise in litigation. These include paying overtime or compensatory time to exempt employees; making deductions from leave banks; and disciplinary suspensions for less than a week.

The 1994 Decision

In *SEIU vs. The County of San Diego*, employees of the county of San Diego sued the county claiming it failed to pay overtime compensation in accordance with the FLSA. The county maintained that the salary test regulation in existence prior to September 1991 should not apply to public employees because the regulation is invalid as contrary to the FLSA and Congressional intent.

The court reasoned that "by making the FLSA applicable to the public sector, Congress intended the public sector to pay its employees overtime, but it also intended the executive and administrative exemption to apply to the public sector."

The Ninth Circuit therefore concluded that "because virtually all public employers are constrained by pay systems based on public accountability, public employees could not satisfy the salary test as it existed prior to September 6, 1991. And because public employees failed to satisfy the salary test, none could qualify for the administrative exemption. The significance of this is that the test deprived public entities of the white collar exemption created by Congress. Thus, the 1954 salary test clearly conflicted with Congressional intent that public sector employers be able to claim the administrative and executive exemption."

Supplemental Opinion Rejecting Hearing

After the Ninth Circuit reached its decision in 1994, SEIU filed a petition requesting a rehearing of the case. Over NLC's objections, DOL filed an *amicus* brief in support of SEIU's petition for rehearing in which it contended that the salary test as it existed prior to the 1991 modification had to control the outcome of this case.

In rejecting this position and finding the pre-1992 salary basis test invalid as it applies to the public sector, the court criticized DOL for its failure to adopt regulations in 1986 or 1987 to eliminate the salary basis test's applicability to the public sector once it became obvious that public accountability problems made the regulation unsuitable for the public employers. The court blamed the thousands of salary basis test lawsuits brought against public employers on DOL's failure to act.

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SALARY COMPARISON

City of Reno & Nevada Private Employers

One of the most frequently asked questions from the public during the Reno Directions workshops concerned the salary levels of City Employees. Since salaries and benefits comprise 77% of the City's general fund expenditures, there is a concern among the public and the City Council about the level of salaries paid by the City.

Every two years, the State of Nevada Department of Employment, Training and Rehabilitation conducts a state-wide survey of wages in both the public and private sector by position classification. The results are published in a document entitled *Nevada Wages, An Occupational Wage Survey for Selected Nevada Industries and Geographic Areas.* The most recent report was published in September, 1994. Attached is a comparison of the City of Reno's salaries with those of the private sector as listed in the latest report. The data for the private sector represents over 180,000 employees from 1,135 employers of all sizes located throughout the state, not just those in Washoe and Clark Counties.

Although private and public sector positions usually differ in level of responsibility and the scope of duties, every effort was made to match our positions with those in the State's report. Whenever there was a question concerning the comparability of our positions with those in the report, our higher level position was used for comparison. The State's report lists the mean (average) salary for all employees in each position, as well as the middle half of the salaries for all employees (25th through 75th percentile).

The attachment shows how Reno's salary levels compare with the state-wide mean and the 75th percentile, for positions with reasonable comparison. The 75th percentile means that 75% of all salaries are below the salary indicated, while 25% are higher than the indicated salary. The results show that the City of Reno's salaries are within 1.5% of the average of all state-wide private sector employers for both Labor, Clerical and Technical employees, and Management and Professional employees. When compared with the 75th percentile, Reno's salaries are about 12% below those paid state-wide by the private sector.

Human resources professionals use certain criteria to determine what the competitive labor market is when deciding which agencies to use for comparison in a salary survey. The competitive labor market consists of those employers which an agency competes with for attracting qualified employees. Those criteria are:

1. Comparability of Job Functions,
2. The size of the organization,
3. Similarity of functions for the organization,
4. Geographic proximity.

Based upon these criteria, the City of Reno should compare itself only with larger agencies throughout the State - those with over 500 employees and which provide a wide

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range of services to a large community. The reason is because larger agencies, like the City of Reno, have more complex work requirements and greater workloads, necessitating better trained and higher qualified employees. Therefore, larger agencies generally pay higher wages to attract and retain these employees to preclude higher training costs and work backlogs.

The State's survey included all private sector employers with 35 or more employees. Based upon the criteria above, these agencies would not be comparable to the City of Reno for pay practices. Furthermore, because of the City's size and variety of services, the City's pay practices would likely be in the top 75% of the range of responses for the smaller agencies. However, the City's salary schedule actually falls in the middle of this range.

NOTE: According to the report, there are 694 agencies in Washoe County with 35 or more employees. Of those, only 4% (25) have more than 500 employees, and one-fourth of these are governmental agencies.

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ATTACHMENT I

Salary Range Comparison

Nevada Private Sector v. City of Reno

Private Sector Salaries*			City of Reno Salaries		Difference	
Their Position Title	Mean	75th Percentile	Our Position Title	Average Salary	From Mean	From 75th Percentile
LABOR, CLERICAL, & TECHNICAL						
Buyer	28,226	35,006	Purchasing Technician	29,494	4.5%	-15.7%
Computer Programmer	40,019	47,798	Programmer	30,971	-22.6%	-35.2%
Engineering Technician, Civil	38,979	45,011	Engineering Technician	32,163	-17.5%	-28.5%
Personnel Specialist	30,472	38,709	Human Resources Technician	32,510	6.7%	-16.0%
Survey Technician	35,173	41,392	Survey Instrument Technician	29,817	-15.2%	-28.0%
Accounting Clerk	18,470	20,197	Account Clerk	26,790	45.0%	32.6%
Secretary	21,466	23,941	Secretary	25,525	18.9%	6.6%
Legal Secretary	28,870	31,366	Legal Secretary	25,556	-11.5%	-18.5%
Mechanic, Heating, Air Conditioning, Refrigeration	31,429	37,440	Plant Maintenance Worker II	34,563	10.0%	-7.7%
Mechanic, Mobile Heavy Equipment	36,483	38,646	Equipment Mechanic	39,562	8.4%	2.4%
Supervisor, First Line, Construction and Extraction Workers	42,203	48,048	Public Works Supervisor	47,664	12.9%	-0.8%
Grader, Dozer, Scraper Operator	35,838	37,648	Equipment Operator II	34,268	-4.4%	-9.0%
Sub-Total	387,629	445,203	Sub-Total	388,884	0.3%	-12.7%
MANAGEMENT & PROFESSIONAL						
Accountant	33,238	41,350	Accountant	41,175	23.9%	-0.4%
Budget Analyst	37,274	47,798	Administrative Analyst	36,465	-2.2%	-23.7%
Civil Engineer	53,602	56,160	Senior Civil Engineer	55,178	2.9%	-1.7%
Lawyer	62,192	72,010	Deputy Attorney II	61,037	-1.9%	-15.2%
Management Analyst	46,384	55,120	Senior Administrative Analyst	40,204	-13.3%	-27.1%
Office Manager	27,830	32,510	Office Manager	34,154	22.7%	5.1%
Sub-Total	260,520	304,949	Sub-Total	268,213	3.0%	-12.0%
TOTAL	648,149	750,152		657,097	1.4%	-12.4%

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*Source: *Nevada Wages, An Occupational Wage Survey For Selected Nevada Industries and Geographic Areas*. State of Nevada, Department of Employment, Training and Rehabilitation, September 1994

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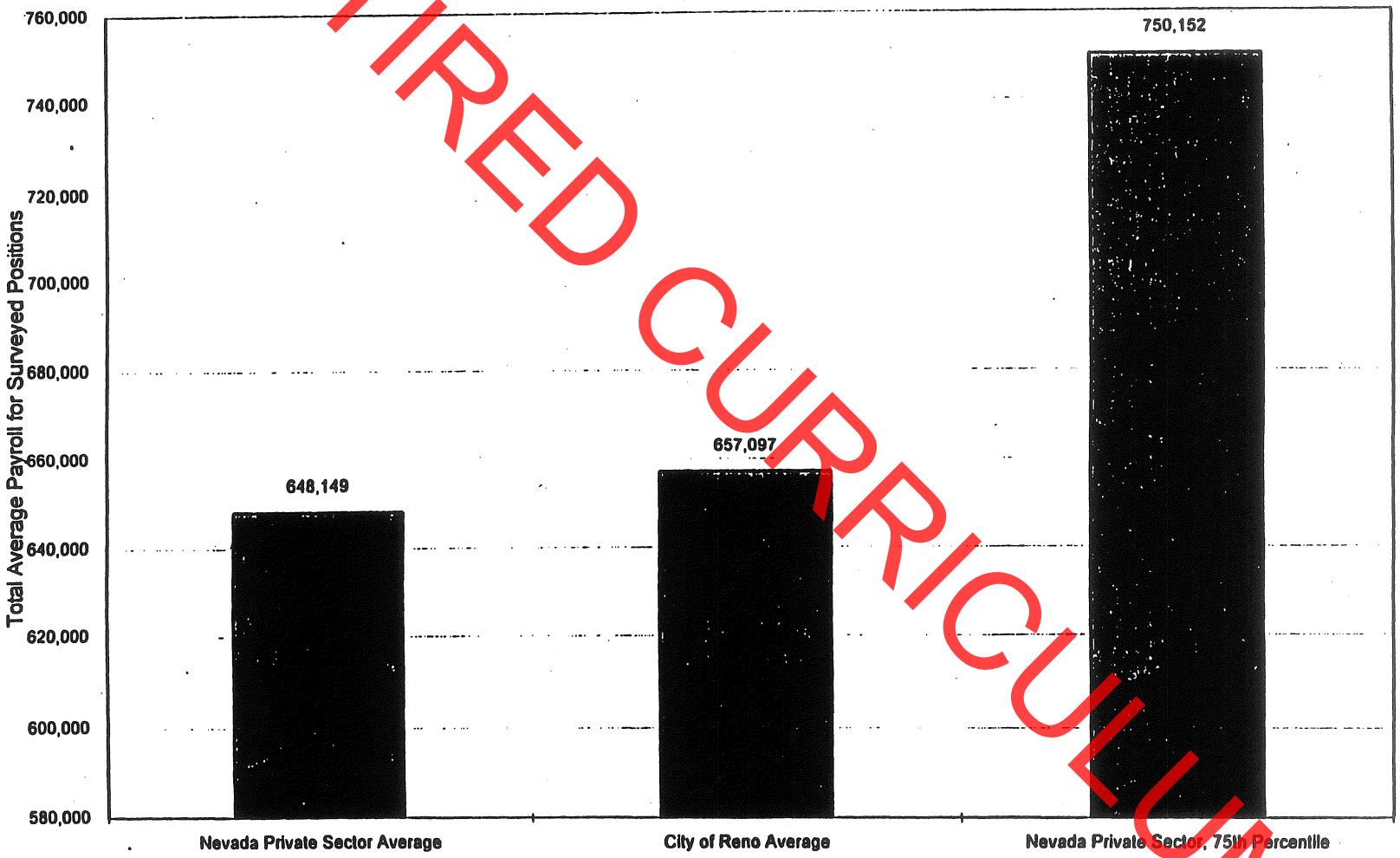
Gross Salaries Expense
City of Reno v. Nevada Private Employers



Source ıte Sector Data: Nevada Department of Employment, Training and Rehabilita" 1994

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LEX DE INCENDIIS

By John Rukavina

OSHA's staffing clarification, explained

On May 1, 1995, James Stanley, deputy assistant secretary of the U.S. Department of Labor, issued a "clarification" of three Occupational Safety and Health Administration standards. The clarification states that a minimum of four personnel are required for any firefighting work in a hazardous environment, and requires "direct visual contact" between firefighters working in the "danger area." (See sidebar on page 36.)

Wait a minute, you may ask. Wasn't this staffing issue resolved in 1993, when the National Fire Protection Association issued its Tentative Interim Amendment to *NFPA 1500, Fire Department Occupational Safety and Health Program*?

The answer to that question requires a review of how a federal law, the Occupational Safety and Health Act of 1973, affects firefighters and fire departments employed by local governments throughout the United States. Deputy Assistant Secretary Stanley's clarification offers us an opportunity to take a close look at how federal and state occupational-health agencies enforce safety laws.

When Congress passed the Occupational Safety and Health Act, it wasn't interested in federal OSHA inspectors going into state and local government workplaces to enforce federal safety rules, a Congressional nod to the well-established doctrine of separation of powers. But Congress also recognized that many states were not interested in having federal safety inspectors conduct safety inspections in any workplace in those states. So the Occupational Safety and Health Act contained a deal.

John Rukavina is chief of the Asheville (N.C.) Fire Department and holds a law degree from the University of Minnesota School of Law. His teaching and lecturing experience includes work at the National Fire Academy and at Canadian Association of Fire Chiefs, University of North Carolina Institute of Government and International Association of Fire Chiefs conference presentations.

The deal was this: OSHA would allow states to hire their own inspectors to enforce state safety rules, as long as several conditions were met. Two of those conditions were central: Those state safety rules had to be at least as stringent as federal OSHA regulations; and those state safety rules had to apply to state and local government employees, including firefighters. OSHA sweetened the pot by providing for federal financial support of states that signed up for this plan.

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About half the states, including California, North Carolina, Alaska, New York, Michigan, Utah, Vermont and New Mexico, signed up for this enforcement program and are called "state-plan states." These states' OSHA agencies are expected to adopt the May 1 clarification, or a stricter standard, by the end of 1995.

What about the other half? In non–state-plan states, federal OSHA regulations do not apply to state and local government employees. Some of these states have no safety rules for firefighters, while some have developed very comprehensive rules, for example, Pennsylvania's Health and Safety Commission. Others leave safety rule development and enforcement up to the state or federal agency employing firefighters. In these non–state-plan states, OSHA's May 1 clarification does not apply unless those states choose to adopt the clarification as a state rule or law.

In dealing with OSHA's May 1 clarification, the first step for chief fire officers is to confirm the state-plan status of their states. But that's only the first step.

In state-plan states, you'd expect that OSHA regulations would apply equally to career and volunteer firefighters, but each state-plan state is different. In Alaska, career and volunteer firefighters must comply with the same OSHA regulations, but in North Carolina, volunteer firefighters in communities protecting fewer than 10,000 people are exempt from OSHA requirements. Volunteers are also exempt in Kentucky and Wyoming. And in at least one state, Utah, volunteers are exempt from state OSHA requirements only if they receive no compensation; volunteers who receive compensation must meet OSHA standards.

So in state-plan states where volunteer firefighters are not regulated, OSHA's May 1 clarification will not automatically apply to volunteer firefighters or fire departments. The next step for volunteer chiefs, then, is to confirm the status of volunteer firefighters as far as state OSHA compliance is concerned.

(A special note about volunteer firefighters as "employees": In many jurisdictions, volunteers are unregulated because they are considered "independent contractors" rather than employees. Given today's legal environment, it is not a good strategy for volunteers to rely on that status for legal protection. If all that's standing between a volunteer fire department and OSHA liability is this employee-versus-independent-contractor doctrine, all it takes is a volunteer firefighter injury that's shocking enough to a community to cause an appellate court to rule that the injured volunteer was an employee after all. In some jurisdictions, providing any benefit — life insurance, for example — is enough to turn a volunteer firefighter into an employee for regulatory purposes.)

The next issue for chief officers is the risk assumed in violating the clarified OSHA rules. In most jurisdictions, an employee (there we go with "employee" again!) covered by workers' compensation laws cannot sue the employer fire department or fire chief for an injury suffered in the course of employment. Citation of an employer by OSHA does not create new liability in this respect.

But in some states (North Carolina, for example) public employers are subject to the same fines and penalties that private employers are. In these states, fire chiefs must be aware that fines for violation of OSHA rules can be substantial (in North Carolina, $70,000 or more for willful violations). In other states, like California, local governments are exempt from OSHA citations and/or fines. So even though California, a state-plan state, expects state and local government agencies to meet OSHA standards, there is no OSHA penalty for those agencies that do not.

Of course, fines aren't the only driving force behind compliance with OSHA standards. For the fire service, a cold risk assessment

Summary Requirements for Response to IDLH or Potential IDLH Atmosphere Using Self-Contained Breathing Apparatus

- The HAZWOPER standard requires the use of the buddy system with standby personnel for emergency response operations involving the release of hazardous substance(s), producing IDLH conditions [immediately dangerous to life or health] for employees responding. The regulation specifies a minimum of four personnel, two as a team in the buddy system and two standby back-up personnel, to conduct operations in hazardous areas safely.
- The use of SCBA in IDLH atmospheres for circumstances not covered by HAZWOPER is covered by the Respiratory Protection standard which requires two standby personnel to be present outside the IDLH hazard area. Failure to have two standby persons for a known, existing IDLH, e.g., an interior structural fire, would be a violation of 1910.134 (e) (3) (ii).
- The Fire Brigade standard covers employers whose employees perform interior attack on interior structural fires and references the Respiratory Protection standard's requirements above.
- The National Fire Protection Association (NFPA) recognizes that firefighters must operate in teams of two or more when conducting interior structural firefighting operations; failure to respond with teams of two or more would be a violation of the General Duty Clause.
- The Respiratory Protection standard and industry practice (as codified through the NFPA standards) require that a minimum of four firefighters be involved in emergency operations during interior structural firefighting. Two act as a team in the hazard area, and two stand by outside the hazardous area to monitor the operation and provide assistance should a rescue be necessary.
- OSHA regulations and NFPA standards specifically require communication between members of the team. Firefighters working in teams of two or more (buddy system) in hazardous areas (IDLH atmospheres) are required to maintain communications (voice, visual contact, or tethering with a signal line). Radios or other means of electronic contact shall not be substituted for direct visual contact between employees within the individual teams in the danger area.
- One of the individuals outside of the hazard area may be assigned more than one role, such as the incident commander in charge of the emergency or operator of fire apparatus, where it does not jeopardize worker safety and health.
- Incipient fires, which do not create IDLH atmospheres or require the use of SCBA, or firefighting activities conducted from outside a structure are not addressed by this standard interpretation.

James Stanley, OSHA
May 1, 1995

REPRODUCTION

based on whether a fire department is fined or not doesn't sit particularly well with firefighters or fire officers who've traditionally been very concerned with firefighter safety. But for other local government representatives, the threat of a fine can focus one's attention remarkably.

What we've just completed is a review of the ground rules of the law:

- What does the law (in this case, OSHA's clarification) say?
- Where does the law apply (that is, in which jurisdictions)?
- Are there exceptions (volunteers, for example)?
- What are the consequences of violating the law?

While these procedural issues aren't as much fun as a lively debate on OSHA's clarification itself, understanding them is crucial for the chief who wants to prepare his or her department to deal with the clarification. With this procedural information as background, we can spend some time on the merits.

When you look at the OSHA standards cited in the May 1 clarification, it's clear that Congress didn't intend for federal OSHA regulations to apply to locally employed firefighters. None of those standards, such as Hazardous Waste Operations and Emergency Response, Respiratory Protection or Fire Brigades, deals directly with structural firefighting outside an industrial environment.

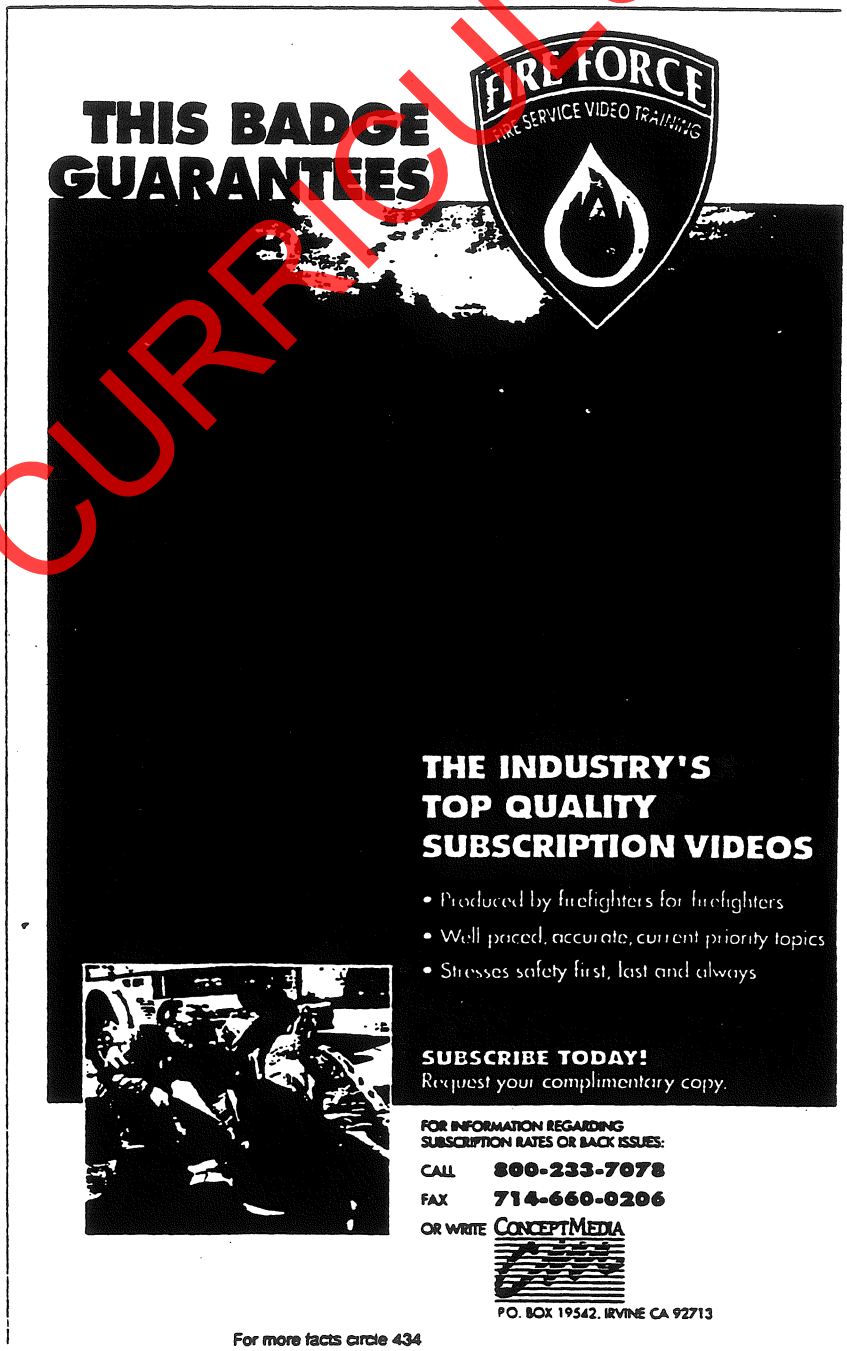
What gives the clarification its force in state-plan states is the fact that these standards, or stricter ones, apply to fire departments in those states no matter where the structural firefighting occurs, and even though none of these standards deal directly with non-industrial structural firefighters.

One weakness of this approach is demonstrated in the way the OSHA clarification deals with communications between firefighting team members: "...voice, visual contact or tethering with a signal line. Radios or other means of electronic contact shall not be substituted for direct visual contact."

It's difficult to visualize a structure fire environment where each member of a two-firefighter team can always be in visual contact with each other. SCBA, unless it is electronically amplified, does not lend itself to voice communication beyond a few feet. The practicality of tethering is largely an unknown for firefighters working on a structure fire, although it may be effective in a hazmat or confined-space environment.

It's also interesting to note that while the clarification referred briefly to NFPA 1500 and its interior-attack crew standard, the clarification relies completely on an interpretation of an appendix to NFPA 1500, which according to NFPA is "... not a part of the requirements of this NFPA document, but is included for information purposes only."

In this regard, OSHA's clarification and NFPA 1500's interior-attack crew standard are not the same. The unfortunate result will be more confusion in the fire service and, because of the structure of the Occupational Safety and Health Act, a major increase in the already troublesome level of inconsistency in safety rules for firefighters. FC



For more facts circle 434

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INFORMATION

Fair Labor Standards Amendments of 1985. The compromise legislation approved by the President on Wednesday, November 13, provides for compensatory time off in lieu of premium pay, postpones the operative date of the application of FLSA to public employers to April 15, 1986, and eliminates any liability for violation of the overtime hours or recordkeeping requirements of FLSA occurring prior to April 15, 1986. Those are the highlights and the details of these and other changes effected by the compromise legislation contained in the November 1, 1985 conference committee report accompanying S. 1570. (Public Law 99-150)

The total amount of compensatory time for hours worked after April 15, 1986, is 480 (320 work hours) comp time hours for employees engaged in safety, emergency response or seasonal activities. For public employees engaged in other activities the limit of comp time hours is 240 (160 work hours). These are time bank hours and any hours worked in excess of 480 or 240 comp time must be compensated in cash at 1-1/2 times the regular rate of pay. MOUs in place on April 15, 1986, which provide comp time at less than 1-1/2 hours for every hour worked will automatically be increased to 1-1/2 hours. Comp time paid off in cash during employment is paid at the regular rate. Comp time paid off on termination of employment will be at the highest of the average regular rate for the last three years or the final regular rate of compensation. Earned comp time must be granted within a reasonable time after requested unless it would disrupt the operation of the public agency.

While there is no liability for violation of overtime hours or recordkeeping of such hours occurring prior to April 15, 1986, public agencies that generate and distribute electric power; produce an sell organic fertilizer as a by-product of the sewage process; produce, cultivate, grow or harvest agricultural commodities for sale to consumers; repair and maintain boats and marine engines for the general public; or operate local mass transit systems are not with respect to these listed activities protected by the compromise legislation and presumably public employees engaged in such activities are presently covered by the Fair Labor Standards Act.

The actual payment for overtime hours worked after April 15, 1986, may be made without penalties or interest prior to August 1, 1986.

Police and firefighters may voluntarily engage in law enforcement or fire protection activities for a separate or independent employer. The additional hours will not be considered as overtime even though the pubic agency requires (or arranges) the outside or independent employer to use public agency personnel, i.e. police or police reserves to work a parade, football game, etc. Public employees may voluntarily engage in dual employment for the same employer provided it is occasional or sporadic and a different function, i.e. firefighter to supervise recreational activities. The additional hours under such circumstances will be excluded from overtime. The Secretary of Labor will define occasional and sporadic by regulation.

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Substitution or shift trading, if voluntary and approved by a public agency, will be permitted and there will be no requirement that the public agency keep any records of shift trading agreements.

Until April 15, 1986, no changes need be made with respect to any public agency volunteer practices because of FLSA. Whatever the practice is now is permissible. After April 15, 1986, volunteers cannot be compensated other than for expenses, reasonable benefits or a nominal fee. The Secretary of Labor will have to define and limit these terms by regulation by March 15, 1986. An employee may not volunteer for the same type of service already being performed for a public agency. Mutual aid agreements threatened by application of current provisions of the FLSA are permitted under the compromise legislation and hours worked under such circumstances will be excluded from overtime.

The effective date of the compromise legislation is April 15, 1986.

Finally, the compromise legislation contains an anti-discrimination clause which provide that it will be a violation of FLSA for a public agency employer to discriminate against an employee with respect to wages or other terms or conditions of employment because on or after February 19, 1985, the employee asserted coverage under FLSA. The conference committee report indicates the following understandings with respect to the anti-discrimination clause:

1) "The actual victims of discrimination must show that coverage was asserted and they also must show actual discrimination, i.e. that the employer's action constituted retaliation for the employee or employees' assertion of coverage and avoidance of the asserted protections of federal law."

2) Any employer paying cash overtime after February 19, 1985, at time and a half may not recoup overtime payments. Any action by an employer taken for the purpose of recapturing payments already made or any threat of recoupment will be deemed to be in violation of the Act.

3) Any unilateral reduction of regular pay or fringe benefits intended to nullify application of FLSA is unlawful. Such activities have been condemned by DOL and this would include any employer efforts to adjust or recalculate regular rates of pay so as to evade the overtime requirements of FLSA (29 CFR 778.500).

While it is clear from the action of Congress that the purpose of the compromise was to prevent any undue hardship to public agencies because of the sudden extension of FLSA by Garcia, it is equally clear that Congress in no way intends its actions to encourage employers to postpone efforts to comply with the Act. Public agencies should be prepared to fully comply with all of the applicable provisions of FLSA by April 1, 1986. The League Workbook on FLSA will be revised by John Liebert and half-day workshops, North and South, will be scheduled and announced prior to March 15, 1986.

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M7CH29

INTERPERSONAL INFLUENCE INVENTORY

Instructions

The Interpersonal Influence Inventory forms can be utilized to determine your own style of influence and the styles of others with whom you interact.

Each inventory consists of: Descriptive Word Groups, and a Tally Section, a Style Graph, with a place to record the person's name and any notes in case you wish to keep the Inventory as a permanent record.

The Descriptive Word Group (next page) contains fifteen groups of four descriptive words. Thinking of the person you wish to score, circle the two words in each of the fifteen lines that best describe that person.

Example:

	W	X	Y	Z
1.	All-business	Bold	Personable	Deliberate

Important: a. Always circle two of the four words.

b. Score the Inventory by taking each group of four words in order, beginning with "1" and ending with "15".

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m2CH71

Cal, Deion -- And Us

By Max Boot

Even Journal readers who think that a halfback option is a type of deferred compensation plan probably looked up from their stock tables during the last week long enough to notice two athletes in the news: Deion Sanders and Cal Ripken Jr. Mr. Ripken, the Baltimore Orioles shortstop, broke Lou Gehrig's legendary record of 2,130 consecutive games played. Mr. Sanders, the San Francisco Giants outfielder, signed a $25 million deal to play for the Dallas Cowboys.

Both Mr. Ripken and Mr. Sanders are talented, rich and famous athletes. But the similarities end there. In fact it's hard to think of two men who are more different - one the flashy "Prime Time," the other the no-nonsense "Ironman." Their differences speak volumes about the challenges confronting not only professional sports but society in general.

Start with "Neon Deion." He makes a mockery of the old gentleman athlete ideal - he's known as one of the biggest trash talkers in the NFL (which is saying something), and after a touchdown he'll usually humiliate his opponents by dancing a jig in the end zone.

Mr. Sanders is a gifted player but a selfish one. He's great at snaring interceptions and returning them for touchdowns, but he doesn't like to perform the less glamorous, more grueling part of the cornerback's job - tackling opposing players. He summed up his solipsistic attitude at the last Super Bowl: "Every year I buy myself something nice. That's the card I fill out - 'Merry Christmas, From: Me. To: Me.'"

Mr. Sanders is the Sammy Glick of the football world, always hustling, always on the move, but somehow hollow inside. He's already played for three baseball teams: the Braves, Reds and Giants. Now after a stint with the Atalnta Falcons and a year with the 49ers, he's signed with his third football squad - the arch-rival Cowboys. All that moving around takes a toll on fans. Last year, even as a die-hard 49er backer, I found it hard to root for Mr. Sanders. He never really seemed a part of the team; he was just a hired gun passing through town. I bet Dallas fans will feel the same way this year.

By contrast, when Cal Ripken Jr. played in his 2,131st straight game, the whole nation seemed to stop in a moment of jubilation. Even opposing players rooted for Mr. Ripken. and why not? At a moment of crisis for baseball, Mr. Ripken seems to be a throwback to the days of heroes like Joe DiMaggio and Jackie Robinson.

Unlike Mr. Sanders, Mr. Ripken has played for one team his whole career, the same team his father also dedicated his life to. That kind of loyalty is reciprocated by the fans; at last Wednesday's game, one Baltimore fan waved a sign with the Lou Gehrig-inspired message: "We Consider Ourselves the Luckiest Fans on the Face of the Earth." It's hard to imagine any fan so honoring Mr. Sanders, no matter how many

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passes he picks off.

Mr. Ripken has achieved renown for his steady hard work on the diamond, not for his off-the-field theatrics. The "Ironman" never sulks, never boasts, never insults opponents - and he never disdains the small jobs. Even while working on The Streak, he was always ready to tag a runner sliding hard into second base, or to barrel into a catcher blocking home plate.

Cal Ripken personifies America's most treasured self-image; a place of individual achievement and hard work tempered by ties to friends and family. But Deion Sanders embodies another reality of America today: a nation where many are more familiar with the lives of celebrities than of their own neighbors, a land of alienated individuals bouncing from place to place without ever putting down roots, a country locked in an endless and unavailing search for self-gratification.

Sports used to be full of Cal Ripkens; now its full of Deion Sanders. Can pro-sports - or America in general - survive under those conditions? We won't know the outcome of that contest until long after Cal And Deion leave the field.

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Mr. Boot is assistant features editor of the Journal editorial page.

RETIRED-SURRICULUM

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Unit 1
Recognizing Cultural Diversity

"The changes predicted in *Workforce 2000* provide an excellent opportunity for fire service leadership to develop an atmosphere that accepts and builds organizational strength from diversity."[1]

- Assistant Chief M. Russell Rakestraw
Prince William County (Virginia) Department of Fire and Rescue

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In 1987, the Hudson Institute of Indianapolis released its report, *Workforce 2000*, for the Department of Labor. This report has been widely cited and used as the statistical basis for workforce planning, training and employment strategies. *Workforce 2000* states that the workforce will grow slowly, become older, more female, more disadvantaged and include more people of color.

By the year 2000:

- The population of the workforce will grow more slowly than at any time since the 1930s.
- The average age of the population and the work force will rise, and the pool of young workers entering the labor market will shrink. The average age of U.S. workers will be 39, and one-third of the work force will be at least 65.
- More women will enter the work force. By the year 2000, they will account for more than 47 percent of the total work force, and 61 percent of all American women will be employed.
- White males will be a smaller percentage of the new entrants to the work force.
- Minorities will be a larger share of the new entrants into the labor force. Nonwhites will make up 29 percent of the new entrants in the labor force in the year 2000, twice their current share of the labor force.[2]

In 1991, many in the fire service reviewed the findings of *Workforce 2000* and how these changes in the workforce of the future affect recruiting, training, and other personnel-related needs of the fire service. *Fire Chief* magazine asked several leaders in the fire service to address these issues and the International Association of Fire Chiefs (IAFC) sponsored a conference in July, 1991, in Maryland, "FireForce 2000: Preparing the Fire Service for the Workforce of the 21st Century." The goal of the conference was to alert career and volunteer emergency service leadership to important changes in the composition of the work force from which they draw firefighters and emergency medical services (EMS) personnel and to the equally important changes in the demographic composition of the communities they serve. IAFC President Dave Hilton said, "The IAFC expects this restructuring to move at an even faster pace during the 1990s and, while some of these changes could be quite disruptive, at the same time many of these changes offer opportunities to strengthen the fire service." The conference identified specific fire service issues for FireForce 2000. Their action items and recommendations included

- Developing and conducting human resource training programs on a regular basis and hire a human resource manager for fire departments, if possible.
- Developing orientation programs that emphasize cultural diversity and choose benefits that reflect the diversity of the work force.
- Developing multilingual training programs for fire service personnel and multilingual public education literature.
- Enhancing the organization's Code of Ethics to reflect human resource (people) concerns and establish policies for harassment.
- Encouraging fire chiefs and management to develop a "tiered" entrance system and hiring system to permit the development of new employees and facilitate the most qualified individual for a given job.[3]

Analysis of 1991 U.S. career fire service personnel from the Bureau of Labor Statistics shows that 98 percent of the fire service is male and 84 percent of the males are white. The percentages of women and minorities enrolled in NFA courses closely reflect these national statistics.

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There are several unique aspects of the fire service. It has been a paramilitary organization for many decades with a predominantly white-male composition. Chief Charles H. Rule of the Manteca (California) Fire Department states, "In many parts of the country, our labor pool in the sixties and the seventies consisted of skilled tradesmen and former military personnel. We are already seeing this trend reduced."[4] Both society and the fire service are rapidly changing. Chief Rakestraw adds, "Historically, the fire service does not have a good track record of accepting anyone who is different."

The fire service is not alone. Harris Sussman, a diversity consultant states, "Since *Workforce 2000* came out, many managers have not seen this wave of change happen in the work force and, therefore, disbelieve the diversity findings."[5] Sussman continues, "The year 2000 is only seven years away and nothing much will change by then."

In fact, a 1991 study done by the Economic Policy Institute (EPI) in Washington, DC, titled "*The Myth of the Coming Labor Shortage: Jobs, Skills and Incomes in America's Workforce 2000*," does not suggest a work force where white males are disappearing but continuing to dominate.[6] Regardless of when this inevitable change occurs and rather than dwell on statistics that show that the fire and emergency services have some catching up to do, it is time to prepare for the future. A proactive approach can begin with instructors.

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RENO POLICE DEPARTMENT GENERAL ORDER

Originated by:	Reviewed by:	Approved by:
RICHARD KIRKLAND	EXECUTIVE STAFF	Richard Kirkland/s/

General Order No:
4/774.000 ARBITRARY DISCRIMINATION/SEXUAL HARASSMENT COMPLAINTS
Date Initiated: January 6, 1992
Date Reissued: March 20, 1992

CALEA STANDARDS
(None)

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I. POLICY

It is the policy of the Reno Police Department to provide an environment for its employees that is free of harassment and discrimination. The Reno Police Department will conduct its affairs, duties, and responsibilities free from arbitrary discrimination in accordance with the laws of the United States and provide equal treatment to all members and citizens regardless of their race, color, religion, age, national origin, ethnic group or gender.

II. DEFINITIONS

A. Arbitrary Discrimination

Arbitrary discrimination is any action or activity that unlawfully or unjustly results in unequal treatment of persons or groups based on age, color, national origin, race, ethnic group, religion, or gender for which distinctions are not supported by legal or rational considerations. Arbitrary discrimination can exist in the following formats:

1. Disparaging Terms

These are terms that are used to degrade or infer negative statements pertaining to age, color, national origin, race, ethnic group, gender or religion. Such terms may include slurs, insults, printed materials, visual materials, signs, symbols, posters, or insignia. The mere usage of disparaging terms constitutes arbitrary discrimination.

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2. Personal Discrimination

This is any action taken by an individual to deprive a person or group of a right because of age, color, national origin, race, ethnic group, religion, or gender. Such discrimination can occur overtly, covertly, intentionally, unintentionally, by an act or by an omission.

3. Sexual Harassment

This is a subcategory of sexual discrimination and as such may result in civil rights violation suits. It may involve different forms or activities including the utilization of sexually explicit language or gestures, the presence of sexually suggestive or explicit pictures, drawings, or unsolicited, unwanted or unusual touching or closeness by or from any member, or related conduct, activities, actions, mannerisms or suggestions with sexual innuendos or overtones. Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute harassment when:

a. The conduct is unwelcome in the sense that the employee did not solicit or incite it, and in the sense that the employee regarded the conduct as undesirable or offensive. It may include:

(1) Verbal - innuendos, suggestive comments, slurs, jokes, propositions, or threats.

(2) Non-Verbal - suggestive objectives, pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, or obscene gestures.

(3) Physical - including touching, pinching, brushing the body, assault, etc. OR,

b. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's job, pay or career. OR,

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c. Submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting the person. OR,

d. Such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment.

B. Prejudice

Prejudice is defined as any set of rigid and or unfavorable attitudes toward a particular group or groups which is formed in disregard of facts. An unsupported judgement usually accompanied by disapproval.

C. Stereotyping

A stereotype is a preconceived or oversimplified generalization involving negative beliefs about a particular group or class of people. Negative stereotypes are frequently the basis for prejudicial attitudes and beliefs. Stereotyping allows for the disregard of people as individuals and categorizes them as a member of a group that all think, act, and behave in the same manner and fashion.

D. Anti-semitism

Anti-semitism refers directly to a prejudicial and discriminatory attitude toward Jews based on negative perceptions about their religious beliefs. It is a form of stereotyping. Anti-Semitism can also be a form of racism as demonstrated by the Nazi's attitude of superiority over the Jews and their attempt to eliminate the race.

E. Racism

Racism deals with the incorrect assumption that a race determines specific cultural and psychological traits with the belief that one race is superior to another. Based on this belief of racial superiority, discrimination is allowed to exist as a manner for dealing with other races as inferior.

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Racists justify the domination and sometimes even the destruction of those races they consider inferior as a basis for protecting their race from contamination.

III. PROCEDURE

A. Adherence

Arbitrary discrimination, sexual harassment, or any form of harassment by a specific act, inference, or omission by or against any member of the Reno Police Department, or by a member against a citizen or visitor to Reno, will not be permitted, tolerated or condoned.

B. Notification Responsibilities

This general order covers a wide spectrum of behavior, some of which includes casual remarks or activities which department members may not realize are offensive. Department members who find casual remarks or other behavior offensive are strongly encouraged to put the offending member on notice that their activities are offensive. If the offended department member feels uncomfortable confronting the offender, they should contact their supervisor, the Internal Affairs Section, or the City's Affirmative Action Officer and may do so anonymously. Condoning the offensive behavior may result in confusion and misunderstanding among department members when the behavior is ultimately reported.

Department supervisors, managers, or administrators will take the appropriate administrative or disciplinary actions to insure an environment free of arbitrary discrimination and sexual harassment.

C. Complaint reporting process

Should any member or citizen feel he or she has been discriminated against or harassed, the member or citizen may undertake one or more of the following steps:

1. Members encountering harassment or discrimination will tell the person that their actions are unwelcome and offensive. The member will document

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all incidents in order to provide the fullest basis for investigation. Anonymous complaints of discrimination and/or sexual harassment will receive the same attention and investigation as would any other complaint.

2. Any member who believes that he/she is being harassed or discriminated against will report the incident(s) to his/her supervisor as soon as possible so that steps may be taken to protect the member from further harassment/discrimination, and appropriate investigative and disciplinary measures may be initiated. Where this is not practical, the member may instead file a complaint with another supervisor, with the Internal Affairs Section, or with the City of Reno Affirmative Action Officer. Anonymous complaints will be received as indicated above.

   a. The supervisor or other person to whom a complaint is given will meet with the member and document the incidents complained of, the person(s) performing or participating in the incident, and the dates on which it occurred.

   b. The agency member taking the complaint will expeditiously deliver the complaint to the appropriate investigative authority.

D. Internal Affairs Section

The Internal Affairs Section will be responsible for the investigation of any complaint alleging harassment or discrimination.

1. The Internal Affairs Section will immediately notify the chief executive officer and the prosecutor's office if the complaint contains evidence of criminal activity, such as battery, rape or attempted rape.

2. The investigator will include a determination whether other members or citizens are being harassed or discriminated against by the person, and whether other agency members participated in, or encouraged the harassment or discrimination.

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3. The Internal Affairs Section will inform the parties involved of the outcome of the investigation.

4. A file of harassment and discrimination complaints will be maintained in a secure location. The chief executive officer will be provided with an annual summary of these complaints.

E. There will be no retaliation against any employee or citizen for filing a harassment or discrimination complaint, or assisting, testifying, or participating in the investigation of such a complaint.

F. Complainants or members accused of harassment or discrimination may file a grievance/appeal in accordance with agency procedures when they disagree with the investigation or disposition of a harassment or discrimination claim.

G. This policy does not preclude any employee or citizen from filing a complaint or grievance with an appropriate outside agency.

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The Browns' bodies were found December 5 in their Cadillac Eldorado in the garage of their Fort Lauderdale, Fla., retirement home. Both died of carbon monoxide poisoning.

Their will specified that their money should go to United Church of Christ organizations.

"We have the means to afford the best doctors, hospitals and around-the-clock home care to the end our lives, but neither of us wants that kind of life," the Browns wrote in letters that began arriving last Tuesday. "It would also consume a substantial part of our money, which through our will and through the mission work of our church is destined to help many young people throughout the world who may one day be able to help many more.

"We have no immediate family or heirs. In a sense, this legacy represents the final purpose of

gave me a month off with pay and said I was welcome to come back but said he would understand if I wanted to become full time. I think that was pretty special that he would do that."

Wester, who still works at the National Education Center-Brown Institute campus, was among several people who received the farewell note from the Browns. It arrived at home when she was at work.

"It was extremely emotional. My daughter read it to me over the phone. She was crying, and I was crying. It's very hard to know they're never coming back," Mrs. Wester said.

The Browns founded the American Institute of the Air in Minneapolis in 1946 with money they made selling a few small radio stations in Minnesota.

The school, renamed Brown Institute, was sold to CBS.

S.F. Chronicle 12-13-94

Paramedics Entitled to Overtime Pay

Supreme Court won't review ruling against Chicago

Associated Press

Washington

Warned that its action could affect city treasuries nationwide, the Supreme Court nevertheless refused yesterday to let Chicago escape paying overtime wages to its Fire Department paramedics.

The justices, without comment, let stand rulings that said such paramedics are entitled to the overtime pay available to most workers, even though firefighters are exempt.

The National League of Cities, the National Association of Counties and other government groups had urged the court to exempt paramedics.

"Organizing emergency medical service employees so that they work only 40 hours per week will be costly, disruptive and intrusive," the groups said. "Many governments will have to hire, train and pay additional employees to do so. Alternatively, governments will have to pay their emergency medical service employees more in the future. Either choice will be costly."

The case, Chicago vs. Alex, No. 94-704, was part of the fallout from a 1985 Supreme Court decision that forced state and local governments to comply with the Federal Fair Labor Standards Act, which sets minimum wage and overtime requirements.

The law requires most employers — private and public — to provide overtime pay for those employees who work more than 40 hours in a week. But since 1974, Congress has allowed an exemption for government employees engaged in "fire protection" and "law enforcement."

For those in fire protection, federal law lets government agencies avoid paying overtime as long as employees do not work more than 53 hours per week or 106 hours over an 18-day cycle.

The Chicago Fire Department puts its firefighters and paramedics on a schedule consisting of 24 hours on duty followed by 48 hours off, with every fifth workday off.

Paramedics sued, contending they, unlike firefighters, should get overtime pay when working more than 40 hours in any week.

They said they should not be treated the same as firefighters because they respond to numerous emergencies not involving fires.

Associated Press M2C PAKAM

Washington

President Clinton, trying plot a new course for his presidency after the Republican mid-term election landslide, will outline his plans in a prime-time speech on Thursday. Aides said he may resurrect his proposal for a middle-income tax cut.

The address, scheduled for 6 p.m. PST, gives Clinton a chance to explain "in just a little bit more detail where he's going to take the country," press secretary Dee Dee Myers said.

"I would steer you away from looking for a State of the Union-type speech," Myers said. "It will not be anything that comprehensive."

Myers reiterated that any tax cut Clinton proposes would be accompanied by an offsetting amount in spending cuts.

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SUPREME COURT'S OTHER ACTIONS

ABORTION CLINIC BLOCKADES

Refused to disturb a nationwide class-action lawsuit by the National Organization for Women and others against anti-abortion activists who say they wrongly are being sued as racketeers for blocking access to clinics. (Scheidler vs. Delaware Women's Health Organization, No. 94-716, and Migliorinio vs. Delaware Women's Health Organization, No. 94-718)

VA HOSPITALS

Ruled in a case from Texas that the government must pay disability benefits to military veterans injured by treatment at Veterans Affairs hospitals even if the hospital was not at fault.

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Paramedics Entitled to Overtime Pay

Supreme Court won't review ruling against Chicago

Reprinted from San Francisco Chronicle
Dec. 13, 1994

Associated Press

Washington

Warned that its action could affect city treasuries nationwide, the Supreme Court nevertheless refused yesterday to let Chicago escape paying overtime wages to its Fire Department paramedics.

The justicies, without comment, let stand rulings that said such paramedics are entitled to the overtime pay per available to most workers, even though firefighters are exempt.

The National League of Cities, the National Association of Counties and other government groups had urged the court to exempt paramedics.

"Organizing emergency medical service employees so that they work only 40 hours per week will be costly, disruptive and intrusive," the groups said. "Many governments will have to hire, train and pay additional employees to do so. Alternatively, governments will have to pay their emergency medical service employees more in the future. Either choice will be costly."

The case, Chicago vs. Alex No. 94-704, was part of the fallout from a 1985 Supreme Court decision that forced state and local governments to comply with the Federal Fair Labor Standards Act, which set minimum wage and overtime requirements.

The law requires most employers - private and public - to provide overtime pay for those employees who work more that 40 hours in a week. But since 1974, Congress has allowed an exemption for government employees engaged in "fire protection" and "law enforcement."

For those in fire protection, federal law lets government agencies avoid paying overtime as long as employees do not work more than 53 hours per week or 136 hours over an 18-day cycle.

The Chicago Fire Department puts its firefighters and paramedics on a schedule consisting of 24 hours on duty followed by 48 hours off, with every fifth workday off.

Paramedics sued, contending they, unlike firefighters, should get overtime pay when working more than 40 hours in any week.

They said they should not be treated the same as firefighters because they respond to numerous emergencies not involving fires.

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WHY WE HAVE THE AMERICANS WITH DISABILITIES ACT

While some people are born with a disability, and other people have disabilities that take years to develop, anyone may become disabled tomorrow. Some disabilities are visible,. but many disabilities are hidden and not openly obvious to those around us. An individual might have a disability based on other criteria, such as a history of diabetes, or treatment for cancer.

Prior to passing the ADA, Congress determined that throughout our history our society has isolated, segregated and discriminated against individuals with one or more physical or mental disabilities. Congress stated that this is an on-going, pervasive problem for the approximately 43,000,000 Americans with disabilities.

It discovered that current state and federal laws inadequately addressed the discrimination found in employment, public accommodations, and access to public services and transportation. Congress asserted that discrimination against disabled individuals denies them an equal opportunity to compete, and costs the government and the private sector billions of dollars in unnecessary expenses resulting from dependency, non-productivity and the loss of talent and ideas.

Employers have failed to provide and make reasonable accommodations. Their refusal to hire the disabled often is based on presumptions, stereotypes, and myths about job performance, safety, insurance costs, absenteeism, and acceptance by co-workers. Where the disabled have been hired, they have often been placed in dead end jobs and have been under-utilized.

To remedy these problems, the ADA has as its goal assuring disabled individuals:

- ☞ equality of opportunity,
- ☞ full participation,
- ☞ independent living, and
- ☞ economic self-sufficiency.

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WHAT IS THE AMERICANS WITH DISABILITIES ACT?

The Americans With Disabilities Act prohibits discrimination against people with physical or mental disabilities in employment, public services, public accommodation, transportation, and telecommunications. It is divided into five parts or titles as follows:

TITLE I - EMPLOYMENT

This part of the ADA covers both public and private employers and prohibits employment discrimination on the basis of disability. The regulations governing Title I are issued and administered by the Equal Employment Opportunities Commission. These regulations are modeled on the regulations implementing Section 504 of the Rehabilitation Act of 1973. The ADA seeks to ensure access to equal employment opportunities based on merit. It does not establish quotas or require preferences favoring individuals with disabilities over those with disabilities. This part of the ADA was effective July 26, 1992, for most employers.

TITLE II - PUBLIC ACCESS TO STATE AND LOCAL GOVERNMENT SERVICES

This section of the act protects individuals with disabilities from discrimination in the services, programs, or activities of all state, county, and municipal governments. Public entities are required to provide disabled individuals with the opportunity to benefit from services, programs and activities in the most integrated setting possible. Both effective communications and the characteristics of the facilities which may be used by government are regulated. This part of the act establishes a greater requirement for government than for private agencies. Regulations governing public transportation are also established under this part of the ADA. Title II became effective on January 26, 1992, and is administered by the Department of Justice.

TITLE III - PUBLIC ACCOMMODATIONS

This section of the act applies to commercial facilities and public accommodations such as restaurants, theaters, stores, and hotels. It requires that all new places of public accommodation and commercial facilities be designed and constructed so as to be readily accessible to, and usable by, persons with disabilities. Parts of the regulation also establish standards for removal of obstacles to access in existing facilities. The specific standards for design of accessible facilities and for signs in those facilities are contained in the regulations for this part of the ADA. (Similar design standards apply to public, and private, facilities.) It also requires that licensing and certification for professional and trade purposes be accessible to persons with disabilities. Title III also became effective on January 26, 1992, and is administered by the Department of Justice.

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TITLE IV - TELECOMMUNICATIONS

All aspects of telecommunications are governed by this part of the ADA. Of primary concern to public agencies are those sections addressing telephone services for hearing and speech impaired individuals and those sections addressing access to cable television.

TITLE V - MISCELLANEOUS

Various general provisions, not covered elsewhere in the ADA are covered in this part. This section specifically allows state, county, and municipal governments to be sued for non-compliance with the ADA.

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Chapter 4

FIREFIGHTERS

Section
1960. Interference with right to join labor organization prohibited.
1961. "Employees" defined.
1962. Right of employees to organize; right to strike or to recognize picket line.
1963. Construction of chapter.
1964. Removal of volunteer firefighters; regulations; hearing, notice, charges, and review; probation.
1965 to 1979. Blank.
1980. Repealed.

Chapter 4 was added by Stats.1959, c. 723, p. 2711, § 1.

Law Review Commentaries

City charter provisions designed to resolve labor disputes. (1975) 63 C.L.R. 254.

Land-use control, externalities and municipal affairs. (1975) 8 Loyola L.Rev. 432.

Public employee strikes: Legalization through the elimination of remedies. (1984) 72 C.L.R. 629.

§ 1960. Interference with right to join labor organization prohibited

Neither the State nor any county, political subdivision, incorporated city, town, nor any other municipal corporation shall prohibit, deny or obstruct the right of firefighters to join any bona fide labor organization of their own choice.

(Added by Stats.1959, c. 723, p. 2711, § 1.)

Law Review Commentaries

Alienage classifications—Mandatory citizenship requirement for California peace officers primarily serves a political function and does not violate the equal protection clause of the fourteenth amendment. (1983) 23 Santa Clara L.Rev. 691.

Government employees and organized labor. John E. Thorne, (Spring 1962) 2 Santa Clara Lawyer 147.

Public employee bargaining. Joseph R. Grodin (1972) 23 Hast.L.J. 719.

Library References

Labor Relations ⇐88, 96.
WESTLAW Topic No. 232A.
C.J.S. Labor Relations §§ 52, 61.

WESTLAW Electronic Research

See WESTLAW Electronic Research Guide following the Preface.

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1. Validity

Sections 1960 to 1963, relating to organizational rights of fire fighters did not violate privileges and immunities provision of Constitution. Professional Fire Fighters, Inc. v. City of Los Angeles (1963) 32 Cal.Rptr. 830, 384 P.2d 158, 60 C.2d 296.

2. Statement of policy

Statement of policy in city's administrative manual recognizing an employees association as the only organized group which could speak on behalf of its employees relegated union, to which 20 of 21 city firefighters belonged, to a secondary position in bargaining and was violative of Firefighters Act, and under such Act city was required to recognize union and to permit union to present grievances and recommendations as representative of the firefighters. Los Angeles County Firefighters Local 1014, AFL-CIO v. City of Monrovia (1972) 101 Cal.Rptr. 78, 24 C.A.3d 289.

In mandamus proceeding to compel city to vacate policies and regulations which restricted union activities by city fire fighters, issuance of mandate directing city to vacate and set aside rules and regulations as reflected in specified exhibits was improper and instead mandate should have directed city to vacate and set aside policies which refused and denied applicability of §§ 1960 to 1963 to fire fighters. International Association of Fire Fighters, Local No. 1319, AFL-CIO v. City of Palo Alto (1963) 32 Cal.Rptr. 842, 384 P.2d 170, 60 C.2d 295.

3. Cities' obligations

The Firefighters Act places a city under an obligation to permit its firefighters to join a union, to refrain from interfering with union in its activities on behalf of city employees who were members thereof, and to consider grievances and recommendations submitted by the union on behalf of such employees, and so long as city extends those rights to its employees and their union, the Firefighters Act is not violated. Los Angeles County Firefighters Local 1014, AFL-CIO v. City of Monrovia (1972) 101 Cal.Rptr. 78, 24 C.A.3d 289.

4. County board of supervisors

County board of supervisors and chief of county fire department must carry out laws permitting firemen to join labor organizations freely, without fear of discharge or infliction of other sanction. International Ass'n of Fire Fighters, Local No. 1390, AFL-CIO v. Merced County (1962) 22 Cal.Rptr. 270, 204 C.A.2d 387.

County board of supervisors having given chief of county fire department absolute control of right to make rules and implement policies for conduct of department, was bound by his acts and omissions at variance with requirements of §§ 1962, 1963 and this section and board should be required to observe right of firemen under § 1962 to join union and discuss at all fitting times advisability of applying for membership. Id.

5. Chartered cities

Sections 1960 to 1963, relating to organizational rights of fire fighters, dealt with matter of state concern, rather than municipal concern, and applied to charter city. Professional Fire Fighters, Inc. v. City of Los Angeles (1963) 32 Cal.Rptr. 830, 384 P.2d 158, 60 C.2d 296.

Sections 1960 to 1963 prohibiting state, county, political subdivision, incorporated city, town, or any other municipal corporation from interfering with right of fire fighters to join bona fide labor organization of their choice apply to chartered cities. 35 Ops.Atty. Gen. 191.

6. Arbitration

Labor code permits fire fighters to form unions and to present grievances but does not authorize arbitration. Bagley v. City of Manhattan (1976) 132 Cal.Rptr. 668, 553 P.2d 1140, 18 C.3d 22.

§ 1961. "Employees" defined

As used in this chapter, the term "employees" means the employees of the fire departments and fire services of the State, counties, cities, cities and counties, districts, and other political subdivisions of the State.

(Added by Stats.1959, c. 723, p. 2711, § 1.)

Library References

Words and Phrases (Perm.Ed.)

RETIRED JUDICIAL OPINION

§ 1962. Right of employees to organize; right to strike or to recognize picket line

Employees shall have the right to self-organization, to form, join, or assist labor organizations, to present grievances and recommendations regarding wages, salaries, hours, and working conditions to the governing body, and to discuss the same with such governing body, through such an organization, but shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties.

(Added by Stats.1959, c. 723, p. 2711, § 1.)

Law Review Commentaries

Collective bargaining under the Meyers-Milias-Brown Act—should local public employees have the right to strike? (1984) 35 Hast.L.J. 523.

Government employees and organized labor. John E. Thorne, (Spring 1962) 2 Santa Clara Lawyer 147.

Privilege entry onto farm property for union organizers. (1968) 19 Hast.L.J. 413.

Public employee legislation. (1976) 13 San Diego L.Rev. 931.

Public employee strikes: Legalization through the elimination of remedies. (1984) 72 C.L.R. 629.

Public employees right to strike. (1986) 17 Pacific L.J. 533.

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WESTLAW Topic No. 232A.

C.J.S. Labor Relations §§ 52, 274, 306.
C.J.S. Master and Servant § 28(18).

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1. Validity

Sections 1960 to 1963 relating to organizational rights of fire fighters did not violate privileges and immunities provision of Constitution. Professional Fire Fighters, Inc. v. City of Los Angeles (1963) 32 Cal.Rptr. 830, 734 P.2d 158, 60 C.2d 276.

2. Fire chief

Chief of county fire department, in course of his activities, must comply with provisions of this section relating to right of firefighters to join any bona fide labor organizations of their choice. International Ass'n of Fire Fighters, Local No. 1396, AFL-CIO v. Merced County (1962) 22 Cal.Rptr. 270, 204 C.A.2d 387.

County board of supervisors having given chief of county fire department absolute control of right to make rules and implement policies for conduct of department, was bound by his acts and omissions at variance with requirements of §§ 1960, 1963 and this section and board should be required to observe right of firemen under this section to join union and discuss at all fitting times advisability of applying for membership. Id.

3. Chartered cities

Sections 1960 to 1963 relating to organizational rights of fire fighters dealt with matter of state concern, rather than municipal concern, and applied to charter city. Professional Fire Fighters, Inc. v. City of Los Angeles (1963) 32 Cal.Rptr. 830, 384 P.2d 158, 60 C.2d 276.

§ 1963. Construction of chapter

The enactment of this chapter shall not be construed as making the provisions of Section 923 of this code applicable to public employees.

(Added by Stats.1959, c. 723, p. 2712, § 1.)

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Law Review Commentaries

Public employee legislation. (1976) 13 San Diego L.Rev. 931.

§ 1964. Removal of volunteer firefighters; regulations; hearing, notice, charges, and review; probation

(a) The governing body of any regularly organized volunteer fire department may, but shall not be required to, adopt regulations governing the removal of volunteer firefighters from the volunteer fire department.

(b) In the event that the governing body chooses to adopt these regulations, it shall have the discretion, after soliciting comments from the membership of the volunteer fire department, to adopt any reasonable regulations which may, but need not, include some or all of the following elements, in addition to other provisions:

(1) Members of the department shall not be removed from membership, except for incompetence, misconduct, or failure to comply with the rules and regulations of the department. Removals, except for absenteeism at fires or meetings, shall be made only after a hearing with due notice, with stated charges, and with the right of the member to a review.

(2) The charges shall be in writing and may be made by the governing body. The burden of proving incompetency or misconduct shall be on the person alleging it.

(3) Hearings on the charges shall be held by the officer or body having the power to remove the person, or by a deputy or employee of the officer or body designated in writing for that purpose.

In case a deputy or other employee is so designated, he or she shall for the purpose of the hearing be vested with all the powers of the officer or body, and shall make a record of the hearing which shall be referred to the officer or body for review with his or her recommendations.

(4) The notice of the hearing shall specify the time and place of the hearing and state the body or person before whom the hearing will be held. Notice and a copy of the charges shall be served personally upon the accused member at least 10 days but not more than 30 days before the date of the hearing.

(5) A stenographer may be employed for the purpose of taking testimony at the hearing.

(6) The officer or body having the power to remove the person may suspend the person after charges are filed and pending disposition of the charges, and after the hearing may remove the person or may suspend him or her for a period of time not to exceed one year.

(7) Volunteer firefighters shall serve a probationary period of a length to be specified by the governing board, not to exceed one year. A probationary volunteer firefighter may be removed from membership without specification of cause. The decision to remove a probationer shall not require notice or a hearing.

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(c) The requirement of subdivision (b) to solicit comments from the membership shall not be deemed to create a duty to meet and confer with the membership.

(d) In the event that a governing body of a regularly organized volunteer fire department adopts regulations governing removal of volunteer firefighters, the regulations shall not be interpreted as creating a property right in the volunteer firefighter job or position.

(e) When regulations have been adopted, and where the regulations provide for a hearing and decision by the governing body, a volunteer firefighter may commence a proceeding in accordance with the provisions of Section 1094.5 of the Code of Civil Procedure to set aside the decision of the governing body on the ground that the decision is not supported by substantial evidence. The court shall not employ its independent judgment in reviewing the evidence. The proceeding shall be commenced within 90 days from the date that the governing body renders its decision. This remedy shall be the exclusive method for review of the governing body's decision.

(Added by Stats.1985, c. 499, § 1.)

Library References

Municipal Corporations ⇐198(1).
WESTLAW Topic No. 268.
C.J.S. Municipal Corporations §§ 604, 609.

§§ 1965 to 1979. Blank

§ 1980. Repealed by Stats.1945, c. 123, p. 609, § 2

Historical Note

The repealed section, relating to loyalty of employees, was added by Stats.1941, c. 564, p. 1947, § 1, as Article 3 of Chapter 2 of Part 7 of Division 2. See now, Government Code § 18200.

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Firefighter Safety: An Update

Facts and Figures Tell the True Story

Joe Erwin

The beat goes on regarding firefighter safety and staffing. According to two booklets published in 1994 by the International Association of Firefighters (IAFF), AFL-CIO, CLC, firefighters, much like lemmings, apparently are rushing headlong toward their own deaths and disabilities. One of these publications, *Safe Firefighter Staffing: Critical Considerations*, states that firefighting is one of the most dangerous jobs, while the other, the *1993 Death and Injury Survey*, finds that firefighting is the most dangerous occupation in North America.

The publications go on to report such findings as that firefighters are five times more likely to be injured on the job than are employees in the private sector and that their injuries are more severe. The organization's argument also includes the statement that the numbers of job-related fatalities are almost twice those for workers in the private sector.

The report on the death and injury survey states that more than 40 percent of all professional firefighters had duty-connected injuries in 1993. Using the National Fire Protection Association (NFPA) estimate of 259,650 career firefighters employed in the United States and the IAFF estimate that 40 percent of them (103,860) suffered line-of-duty injuries in 1993, the number of IAFF injuries was more than the 101,500 firefighter injuries, career and volunteer, reported by NFPA for 1993 in the *NFPA Journal* (November/December 1994).

If the difference between the IAFF estimate (103,860) and the NFPA estimate of 101,500 is an acceptable mar-

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gin of error, and if the IAFF claim is correct that 40 percent of professional firefighters were injured in 1993, then it appears that 795,400 volunteer firefighters in America did not have any injuries in 1993. Clearly, one of the two sets of figures is grossly in error. Before looking more in detail at firefighter deaths and injuries for 1993, let us go back to a report of firefighter deaths in 1991.

An Earlier Report

In the January 1993 issue of *Public Management*, my article provided a comparison between the rate of career firefighters' on-duty deaths in 1991 and the rate for other occupations. It reported 35 such deaths from a pool of 253,000 firefighters employed. For comparison purposes, it was computed that the 35 deaths resulted in a rate of 13.8 on-duty deaths for each 100,000 employees. When compared with such other occupations as agriculture, mining, construction, and transportation, it was shown that the firefighter on-duty death rate was only one-third or one-half that of these common occupations, as was also the case in 1993 (see Figure 1).

The *PM* article also addressed the staffing-safety issue as it related to the total of 22 fireground deaths reported in 1991. Bear in mind that eight of these workers died of heart attack or stroke. These deaths were discounted regarding staffing, because 900,000 Americans die annually from heart attack or stroke, or one in 277 people. The eight firefighters' deaths represented only one death per 30,000 firefighters employed—not even close to the 1-in-277 rate for the general population. Thus, the relationship between staffing and these type of deaths seemed insignificant.

None of the remaining 14 career firefighter deaths in 1991 occurred when fewer than four firefighters and officers were present at the scene. That a minimum of four firefighters should be present at a structure fire before making entry was a major issue in 1991, as it is today. In spite of a more than three-to-one membership vote against this minimum staffing level, the NFPA Standards Council turned its back on the members' vote and adopted the standard as a Tentative Interim Amendment in 1993.

Fire labor organizations, as well as some chiefs, argue, "The more on the fireground or truck, the safer the firefighter." The analysis for 1991, however, clearly showed that increased staffing had no positive effect on fireground safety. In fact, NFPA and National Safety Council (NSC) statistics revealed a reduction of on-duty firefighter deaths from 20.6 per 100,000 employed for the years 1984 through 1987 to 14.66 for 1988 through 1991—in spite of a continuing effort to downsize by communities (see Figure 2 for the death and rate reductions).

Not only has the total number of firefighter deaths been reduced, but also deaths on the fireground or scene of emergency are a reduced threat. Figure 3 provides an overview of this improvement.

To rebut those who argue that citizens are at a higher risk because of crew downsizing, civilian fire deaths also were analyzed. The NSC reported that 2.8 citizens per 100,000

Figure 1: Occupations and Death Rates

Occupation	Death Rate per 100,000 Employees	
	1991	1993
Agriculture	44.0	35.0
Mining	43.0	33.0
Construction	31.0	22.0
Transportation and Public Utilities	22.0	20.0
General Government	Not Available	11.0
Fire fighting (NFPA)	13.8	9.2

Source: National Safety Council, *Accident Facts* (1994).

Figure 2: Career Firefighter On-Duty Deaths

Year	U.S. Firefighters Employed	Deaths	Deaths per 100,000 Employed
1983	226,600	54	23.8
1984	231,600	43	18.6
1985	238,500	54	22.6
1986	237,750	51	21.5
1987	243,200	48	19.7
1988	252,500	43	17.0
1989	250,600	42	16.8
1990	253,000	25	9.9
1991	261,800	35	13.4
1992	253,000	26	10.3
1993	259,650	24	9.2

Source: National Fire Protection Association.

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Figure 3: Career Firefighter Fireground Deaths

Year	Deaths	Firefighters Employed	Deaths per 100,000 Employed
1987	24	243,200	9.87
1988	25	252,500	9.90
1989	13	250,600	5.19
1990	13	253,000	5.14
1991	22	261,800	8.40
1992	15	253,000	5.93
1993	12	259,650	4.62

Source: National Fire Protection Association.

population died in fires in 1975, and only 1.7 in 1990. This 15-year span saw the same gradual decline in citizen risk as had existed since 1920, when 8.7 per 100,000 citizens died because of fire (see Figure 4).

The research results presented in the *PM* article clearly showed that firefighters and citizens still were becoming safer and that there was no safety advantage in increased staffing. What has happened since that research and report? Have the claims of labor and fire chiefs that the presence of four or more firefighters on every truck or at every scene reduces firefighter deaths and injuries proven accurate? Hardly.

Figure 4: U.S. Civilian Fire Deaths per 100,000 Population

Year	Deaths
1920	8.7
1930	6.6
1940	5.7
1950	4.2
1960	4.3
1970	3.3
1980	2.6
1990	1.7
1993	1.6

Source: National Safety Council. *Accident Facts* (1994).

The following information is an update on firefighters safety as it relates to staffing. This article includes firefighter injuries as well as deaths as factors in judging the claim of the "most hazardous occupation in North America."

First, look again at Figure 1 for its comparison of occupational death rates. Figure 5 shows figures from the Bureau of Labor Statistics for 1993, as reported in the May 24, 1995, issue of *The Link*, a publication of the Alliance for Fire and Emergency Management. These federal figures, coupled with those provided by NSC and NFPA, establish beyond a shadow of a doubt that firefighting is not the most hazardous or even one of the most hazardous occupations.

Now, take a closer look at the number of firefighter deaths reported in 1993, as shown in Figure 2. In 1993, there were 24 on-duty deaths among career firefighters; 12 of these resulted from fireground activity, while nine of those 12 occurred at a structure fire, where minimum staffing might have been an issue.

Five of the nine fireground deaths occurred outside (*not* inside) the building. In each of the nine instances, more firefighters than required by the standard ("There must be four before I go through the door") were on the scene when the injury occurred (see Figure 6).

To get a more thorough look at career firefighters' activities when the 24 on-duty deaths occurred in 1993, see Figure 7. It reveals that more of the deaths occurred during nonemergency activities than at structure fires.

Figures Confirm the Facts

The above information leaves no question that the career firefighter's fireground has become safer. The claim of a correlation between firefighter safety and minimum staffing is further exposed as fallacy when one considers fireground death rates by regions of the United States.

Figure 8 shows that the Northeast, where staffing is generally highest, has the highest firefighter death rate. The western region, certainly affected by the higher staffing levels in some California communities, has the second highest firefighter death rates. The South, which typically has lower staffing, has the lowest firefighter death rates.

Comparing the five most populous states and considering their geographical locations will underline the inferences that can be made from Figure 8. Figure 9 shows that the

Figure 5: Occupational Fatality Rates per 100,000 Employees (1993)

Fishermen	155.0
Loggers	133.0
Pilots	103.0
Structural Metal Workers	76.0
Taxicab Drivers	50.0
Electrical Installers	38.0
Farm Operators	36.0
Construction Workers	33.0
Truck Drivers	26.0
Drivers (Sales)	23.0
Farm Workers	21.0
Firefighters (NFPA)	9.2

Source: U.S. Bureau of Labor Statistics.

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Figure 6: Firefighter Deaths at Structure Fires (1993)

Community	Date	Cause of Death	Number of FF and Officers On Scene
Newport News, VA	01-08-93	Cardiac Arrest	18
Albany, NY	01-29-93	Cardiac Arrest	18
New London, CT	02-01-93	Cardiac Arrest	15
White Plains, NY	02-24-93	Trapped on Upper Floor	50
Monmouth, IL	03-06-93	Crushed by Wall	12
Jersey City, NJ	03-20-93	Electrocuted	68
San Francisco, CA	08-14-93	Burns from rapid fire spread	30
Pawtucket, RI	08-22-93	Burns to lungs	5
Dunmore, PA	08-23-93	Cardiac Arrest	6

Source: U.S. Fire Administration. *1993 Fire Fighter Fatalities* (1994).

northeastern states, typically with higher staffing levels, have the highest firefighter death rates, while the two states in the South, with lower staffing levels, have the lowest firefighter death rates.

There seems to be no doubt that states with higher staffing levels average higher rates of firefighter deaths. Regions of the United States where staffing levels are lower have lower firefighter death rates.

What about firefighter injuries? Two recent surveys have indicated that the more firefighters are on the truck, the greater their risk. An analysis of firefighter injuries in Ottawa, Ontario, completed in 1993, revealed telling information on firefighter injuries. An auditor examined the correlation between staffing levels and injuries at every major fire, with special attention to those fires at which injuries occurred.

It was found that, in 1992, the Ottawa Fire Department responded to 116 second- and third-alarm fires. Thirty firefighters suffered injuries at 20 of these fires. In 18 of the 20 fires, or 90 percent of the fires at which injuries occurred, the first responding engine was staffed with four people. In only two cases, or 10 percent of cases, was the engine staffed with three people. This was in spite of the fact that in 46 percent of all the fires where a two-apparatus station responded, the first arriving pumper was staffed with three firefighters, and in 88 percent of all cases, aerials were staffed by three firefighters. No injuries were incurred by any member of an aerial crew while performing aerial crew functions during the initial attack on the fire.

The Ottawa study, *Staffing for Safety: Fire Fighters Arbitration*, by J. Potter and R. Jacobsen, concluded with the following statement:

In summary, no evidence exists to support the supposition that injuries are more likely when the first responding pumper or aerial at a working, second- or third-alarm fire is

Figure 7: On-Duty Firefighter Deaths (1993): Type of Activity at Time of Death

State Where Death Occurred	Structure Fire (NFPA 1500)	Other Fire	Other Emergency	Nonemergency Activities
California	1	2	1	1
Colorado				1
Connecticut	1			
Florida				1
Illinois	1			1
Massachusetts			1	
New Jersey	1			2
New Mexico		1		
New York	2			1
Ohio				1
Oregon				1
Pennsylvania	1			1
Rhode Island	1			
Virginia	1			
Total	**9**	**3**	**2**	**10**

Source: U.S. Fire Administration. *1993 Fire Fighter Fatalities* (1994).

Figure 8: Fireground Death Rates per 100,000 Fires by Region (1991-1993)

Region	Three-Year Average
Northeast	3.33
Northcentral	1.93
South	1.42
West	2.02

Source: U.S. Fire Administration, *1993 Fire Fighter Fatalities* (1994).

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Figure 9: Firefighter Deaths (1991–1993)

State	Population in 1990	Average per Year
California	29,760,000	6.6
New York	17,990,000	11.0
Texas	16,990,000	3.3
Florida	13,679,000	2.0
Pennsylvania	12,048,000	10.0

Sources: U.S. Fire Administration, *1993 Fire Fighter Fatalities* (1994); *Statistical Abstract of the United States for 1993.*

staffed with [fewer] than four firefighters. In fact, the opposite is true. The evidence clearly shows that injuries to pumper crews occurred when pumpers were staffed with four firefighters and that injuries did not occur in those cases when pumpers were staffed with three firefighters. The absence of any injuries to a member of a three-person aerial crew, in which the number of firefighters on the aerial might have been a factor, verifies that staffing of aerials with three firefighters is not an unsafe practice.

Figure 10 provides an overview of all Ottawa Fire Department injuries sustained during 1992.

A more encompassing analysis of firefighter injuries was done as a result of a survey reported by *Firehouse* magazine in its June 1994 issue. The average of all the listed cities providing staffing levels, number of structure fires, and number of injuries for 1993 reversed the union's allegation that more is safer. The cities that reported engines and ladders with staffing of three (in several cities, two) had an average injury rate that was lower than did those with staffing levels of four or five. The lack of bias with which the fire departments completed the forms, without identifying labor or management benefit, added to the analysis' validity. Figure 11 is a compilation of all the reporting communities' reports.

Staffing of three on engines was reported by 34 fire departments, while 29 departments reported three on ladders. Local governments with engine and ladder staffing of four totaled 32 and 36 respectively; six communities reported five on engines and five or six on ladders.

Results of the *Firehouse* survey reinforced the premise that firefighter risk is affected significantly by the region of the United States in which an incident occurs. The top 10 fire departments with staffing of four included seven from the Northeast, two from the West, and one from the South. Three of the 10 departments with staffing of four had a higher injury rate than any fire department with staffing of three.

The 10 fire departments with the highest injury rate and with staffing of four had an injury-per-structure-fire rate of 0.4503, while the 10 departments with staffing of three had an injury rate of 25 percent less, at 0.3320.

Another indication of the relative risk of death and injury to firefighters can be seen from workers' compensation rates. Figure 12, a partial listing of such rates for municipal employees in Texas, places firefighters in the lowest one-third in risk or cost as compared with all

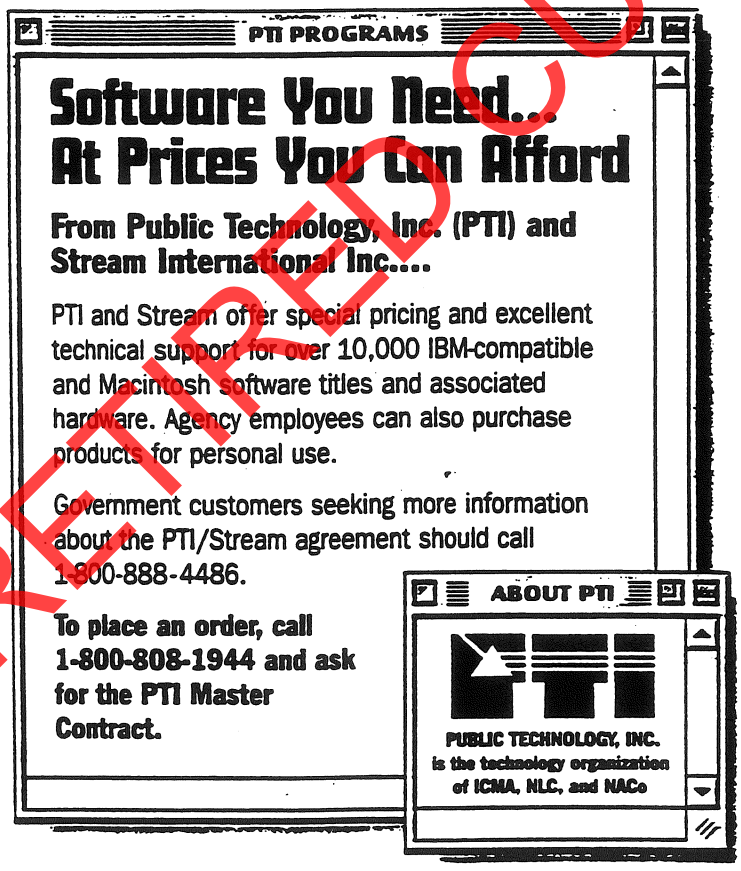

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Figure 10: Ottawa Fire Department On-Duty Injuries (1992)

Serious Fires		Fire Station		Training Center	
No medical aid	14	No medical aid	14	No medical aid	1
Medical aid only	7	Medical aid only	6	Medical aid only	5
Medical aid (lost time)	10	Medical aid (lost time)	11	Medical aid (lost time)	2
Totals	31		31*		8

*Five of these injuries were incurred while cooking.

Figure 11: Firefighter Injuries at Structure Fires, by Staffing Level

Staffing	Engine	Truck
3	0.1275	0.1318
4	0.1859	0.1718
5	0.2580	0.2583

Source: "The National Run Survey," *Firehouse* (June 1994).

other municipal employees.

Without question, the research provided in this article brings us to several conclusions: Firefighters' job-related danger is less than that of several common occupations; firefighters are less and less at risk of occupational death; firefighter death rates are regionally affected; increased staffing does not increase firefighter safety but may increase risk; and, last but of no less concern, the citizens whom firefighters are charged to protect also are becoming safe.

Why must fire personnel continue to make claims that theirs is the "most dangerous occupation in North America"? Why do they seem to delight in making such comments? I am not sure, but maybe it is because they hope to elicit sympathy from society. Maybe it is to try to convince all levels of government to add to their numbers. Or perhaps it is an effort to increase membership in their labor organizations.

Whatever the reason or reasons, firefighters need to forget this D-Day mentality and adopt a Desert Storm approach to combating the enemy. Bombard the fire threat with prevention measures and early detection. Continue the tremendous improvement in firefighter fitness, training, and knowledge. Accept the profession's successes at reducing the threat of fire to citizens and firefighters alike as banners that can be waved on high. We should hold our heads up with pride that, although we work in a hostile environment, unlike lemmings we do not rush headlong to our deaths but continue to make our workplaces safer. PM

Joe Erwin retired as fire chief of Hurst, Texas, in August 1995.

Figure 12: Workers' Compensation Rates (1995–1996)

Rank	Occupation Description	Rate
1	Domestic	$36.27
2	Concrete Construction	26.11
3	Carpentry	22.40
4	Sewer Construction	20.98
5	Carpentry/Building Maintenance	19.37
6	Welding/Cutting	18.71
8	Street and Road Repair	18.69
15	Painting	14.48
22	Landscape	12.25
30	Plumbing	10.20
40	Building Operations	8.40
43	Sign Manufacturing	7.61
45	Ambulance Services	7.33
47	Police	7.32
51	Cooking	6.97
55	Automobile Garage	6.35
60	Printing	4.42
62	Firefighting	4.03
69	Gas Distribution	3.05
73	Electric Distribution	1.84
84	Clerical/Office	0.50

Source: Texas Municipal League, *Risk Pool* (June 15, 1995).

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EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this 22nd day of June, 1993, between the CITY OF COCOA, FLORIDA, a municipal corporation (hereinafter referred to as the "Employer" and **STEPHEN J. BONCZEK** (hereinafter referred to as the "Employee").

WHEREAS, Employer is a Florida corporation organized and existing under the laws of the State of Florida; and

WHEREAS, Employer is desirous of establishing, in writing, the duties and responsibilities of the respective parties and memorializing the terms and conditions of employment in a written agreement to be executed by and between the parties; and

WHEREAS, the Employee has professional experience in the field of service required by this Agreement, is fully qualified to hold the position of City Manager and is desirous of becoming the City Manager; and

WHEREAS, the Employer has determined this Agreement to be in the best interest of the Employer.

NOW, THEREFORE, in consideration of the mutual premises herein contained, it is hereby agreed as follows:

1. **Employment and Duties**. Employer employs the Employee in the capacity of City Manager of Cocoa, Florida. The Employee agrees to perform such duties as set forth in the Charter and Ordinances of the City of Cocoa, as said Charter may be amended from time to time, together with such other duties as may be properly assigned to him from time to time by the Cocoa City Council, provided, however, that outside personal investment activity which requires only minimal supervision may be performed without the consent of Employer.

2. **Performance**. The Employee agrees to devote his entire time and attention to the business of the Employer, and shall not render any services of a professional or business nature to any other person or organization without the Employer's prior written consent. Employee, however, will not be excluded from teaching or writing journals or articles pertaining to city manager responsibilities and concepts, as long as it is not during regular business hours.

3. **Term**. The term of this Agreement shall commence on July 6, 1993 and shall continue until and terminate July 5, 1996, unless sooner terminated as provided herein. The term shall thereafter be automatically renewed for successive twelve month periods ending on the 6th day of July each year, unless (i) notice is given to Employee of Employer's election not to renew no later than April 5

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City of Cocoa, Florida

prior to the renewal term or (ii) the employee fails to bring to the council's attention this impending renewal notice provision during the month of June prior to the renewal term.

4. Compensation. For his services to the Employer, the Employee shall be compensated as follows:

(a) Salary. The Employee shall receive a starting salary of $68,000.00, payable in installments at the same time as other employees of the Employer are paid. This salary shall not be reduced except in proportion to an across-the-board reduction for the Employer's other management, non-covered union, employees ("Employer's Management Employees"). The Employee's annual base salary shall be increased on October 1, 1994, by not less than the percentage increase given to Employer's Management Employees for general wage and cost of living increases.

(b) Retirement Plan. The Employer agrees to contribute into a qualified retirement plan or other investment options as requested by the Employee, an amount equal to the contribution that would have otherwise been made on behalf of Employee to the Employer's general employees' system, not to be less than 12% of earnings. For purposes of the foregoing, [earnings] shall have the same meaning as is provided by the General Employees' Retirement Plan, as amended from time to time. This contribution is in lieu of any contribution to the retirement plan provided other of the Employer's employees and if Employee elects this contribution, he shall take whatever action is required by Employer to opt out of the Employer's general employees' retirement system. This contribution shall be made in installments at the same time as the annual base salary installments are paid, unless otherwise required by law.

5. Conditions of Employment. The Employee, on condition of his employment by the Employer, agrees to the following:

(a) Hours of Work. The Employee agrees that, subject to Employee's inability to work due to sickness or injury, at all times during the term of this Agreement he will arrange to be available to perform the duties of his employment not only during the regular business hours of the Employer, but also at such other times as the Employer shall from time to time reasonably request and that he shall not be entitled to any compensation in addition to that provided for herein for services rendered by him outside of the City's regular business hours, or on Saturdays, Sundays or holidays.

(b) Vacation, Sick Leave, Holidays and Other Benefits. Employee shall be entitled to vacation, sick leave, holidays and other benefits provided to other of Employer's Management Employees with no maximum accrual restriction.

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(c) Insurance. Employer shall provide such health and life insurance upon the life of the Employee and his dependents as provided to other of the Employer's Management Employees.

(d) Professional Association Dues. Employer shall pay the dues for Employee's membership and professional associations as provided for in the City's budget.

(e) Professional Development. Employer hereby agrees to budget for and pay for travel and subsistence expenses of employee for professional and official travel to include ICMA, FCCMA and Florida League of Cities annual conferences and any other conferences or seminars approved in the budget.

(f) Bond. Employee acknowledges that he can be bonded by a surety company with regard to his management of Employer's funds. Employer shall pay any such premiums. The amount of the bond shall be established by the Employer.

6. Automobile. The Employer shall provide the Employee with a current model leased car with private license plate for business and personal use, including all costs of necessary operating expenses, maintenance and regular repair of said automobile. The Employee must account for said travel expenses for any particular month as per IRS regulations.

7. Moving Expenses. The Employee will be reimbursed for the reasonable and necessary expenses of packing and moving himself, his family and his personal property from Largo, Florida to Cocoa, Florida. Employee shall obtain three written bids from moving companies, and the lowest bid shall be the amount the City will pay. Employee shall present to Employer receipts or bills showing payment in order to be reimbursed. For a maximum of three months the City will reimburse Employee for one-half of the temporary housing expense at a cost not to exceed $750.00 for the three-month period.

8. Indemnification. Employer shall indemnify and hold Employee harmless against any and all claims, demands, actions, suits, expenses and losses, including reasonable attorney's fees, arising out of the action or omission of Employee in the performance of his duties as City Manager, except as may result from the gross negligence or willful misconduct of Employee ("Covered Loss"). The Employer may, at Employer's option, provide for legal representation of Employee through the City Attorney or outside counsel of its choice or may choose to reimburse the Employee for legal fees incurred as a result of a Covered Loss. If the City provides legal representation in an action which is not a Covered Loss, Employee shall reimburse Employer for the value of the services provided by outsisde counsel.

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9. Termination and Severance Pay.

(a) The Employee shall serve at the pleasure of the Employer. If the Employee is terminated at the pleasure of the Employer, he shall receive:

1. A lump sum cash settlement equal to six (6) months of salary, including Employer's contribution to the retirement plan and health insurance.

2. A lump sum cash settlement representing payment for the percentage set for the other Employer's Management Employees for all unused vacation and sick leave accrued through the termination date, and he shall not receive any contribution toward his life insurance.

(b) If the Employee is terminated because of: (1) conviction of a felony; (2) misfeasance or malfeasance; or, (3) failure to carry out duties properly given to him by the Employer, then the Employee shall receive compensation for his unused vacation and sick leave accrued through the termination date. Employee shall not be entitled to any additional compensation or severance pay.

(c) The Employee may terminate this Agreement at any time upon giving Employer at least sixty (60) days written notice in advance. The Employee shall receive compensation for his unused vacation and sick leave accrued through the termination date, including employers contribution to the retirement plan. Employee shall not be entitled to any additional compensation or severance pay.

(d) In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than that applicable to an across-the-board reduction for all employees of the Employer or, in the event Employer refuses, following written notice to comply with any other written provision benefitting Employee herein, or the Employee resigns following a suggestion, either formal or informal, by the Council, that he resign, then in that event Employee may at his option be deemed to have "terminated" at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

10. Evaluation.

(a) Employer shall review and evaluate Employee's performance during the month of June for each year of the term of this Agreement. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee.

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(b) Annually, the Council and Employee shall define such goals and performance objectives that they deem necessary for the proper operation of the City and in the attainment of Council policy objectives, and shall further establish relative priority among those various goals and objectives that shall be reduced to writing. They shall generally be within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

11. General Provisions.

(a) The text herein constitutes the entire agreement between the parties, and it may not be modified except by written agreement signed by both parties.

(b) If any provision or portion of this Agreement is found to be unenforceable, then the remainder of this Agreement shall not be affected and shall remain in full force and effect.

(c) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

(d) This Agreement shall be interpreted and governed by the laws of Florida. Venue for any action hereunder shall be in Brevard County, Florida, or if a federal action is commenced, in the Federal Court in Orange County, Florida.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

Witness:

EMPLOYEE

STEPHEN J. BONCZEK

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD

I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared **STEPHEN J. BONCZEK**, to me personally known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of June, 1993.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXP. JAN. 19, 1995
BONDED THRU GENERAL INS. UND.

Witnesess:

EMPLOYER

CITY OF COCOA, FLORIDA, a municipal corporation

BY: _____
Mayor

ATTEST: _____
Clerk

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To hire or not to hire ... what was your question?

Picking the right candidate for any job is one of a chief's most important duties. A well-conducted interview helps smooth the process.

By Jeff Maxfield, Assistant Chief
Salt Lake County (Utah) Fire Department

An unfortunate trend has been infiltrating the U.S. fire service — litigation. Civil liability suits are increasing at an alarming rate, and the protection of governmental immunity that used to exist seems to be challenged more and more successfully as each year passes.

Chiefs are becoming concerned and confused about what action to take to prevent lawsuits from being filed against them or their organizations.

Several things, if done correctly, will help lessen the chances of being sued. One of the most important is selection. Selecting the best-suited people for the openings in an organization will go a long way toward proper performance and the reduction of liability. This is especially true for fire departments because of the public trust they hold.

Many methods are typically used to evaluate potential employees. I have found that the most common method used in the fire service is a multiple-hurdle testing process. First a written examination is given, with the highest-scoring candidates moving on to the next phase of the process, usually a physical performance test. The successful candidates then are interviewed by the chief or a board of firefighters and placed on an eligibility roster until vacancies occur.

Most people say they feel comfortable in making hiring decisions when they are allowed to interview the candidates. Those same people will also say they get a "gut feeling" as to whether a candidate will be a good employee or not. Unfortunately, this is not often the best way to hire.

The insightful interview

Recently, to refresh my skills, I took a class from the University of Utah's Continuing Education Program regarding criterion-based selection. The instructor, Dr. Ian Griggs, said that the chance of selecting the best candidate by interviewing as typically done is about 9% better than flipping a coin. He believes that four major items contribute to this lack of interview effectiveness:

- The human element: idealization of what is wanted (usually a reflection of the interviewers themselves). Griggs said most interviews last about 20 minutes, but the interviewer's mind is made up about four minutes into the interview.
- Legal or cultural pressures: Affirmative action plans, civil rights movements, bigotry and so forth can be major factors in decision-making.
- Lack of knowledge or skill in interviewing.
- The fact that most interview training concentrates on what not to ask rather than what to ask.

Learning the proper way to interview, and by proper I mean effective and legal, is not as hard as it might seem. I have learned four rules to use whenever I am trying to find a good employee.

1) Always spend more time hiring a person than you would spend buying a major appliance.
Most people spend about 15 hours looking and comparing before selecting a refrigerator. Is it any wonder that we have problems with some of our employees when we decide based on four minutes of interviewing?

There probably isn't any "standard" time that an interview should last. However, be sure to allow enough time to find the candidate's positive and negative attributes. The place to spend the most time is in the preparation for the interview and in background or reference checks.

2) Ask yourself, "If I could ask only one question before making a hiring decision, what would that question be?"
This is important because it gets right to what is really critical for the position being filled. I have reflected on this often. One lesson I have learned that has been reinforced many times is that when selecting someone for a position, choose first based on character, then on skill.

Because of this, my choice for that one question would be value-based. For example, one of the questions I might choose would be, "Please tell me about a time when your boss asked you to do something that you felt uneasy about or thought might be unethical or illegal. What did you do?"

Almost everyone has had a situation like this sometime in their career. The answer should give you a look at the applicant's character and how he or she acted in a difficult situation.

3) The best predictor of future performance is past performance.
How a person has performed in past jobs or life situations is probably the best way to find out how he or she will perform in the future. People do not change much in their approaches, since most sincerely believe that what they have done before was the right way to perform. What they have done, however, might not be the best method or the method that you, the interviewer, need.

4) When in doubt, do without.
If you are unsure whether a ques-

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tion is legal or not, don't ask it. It's much better to err on the safe side than to ask the question and regret it later.

That is the question

The most effective way I have found to meet these rules is to use criterion-based questions. These focus on the critical challenge elements of the job. These can either be technical, performance or both. Technical elements are those that do not require someone already working in the job to influence anyone. Performance elements are those that invoke influencing one or more persons.

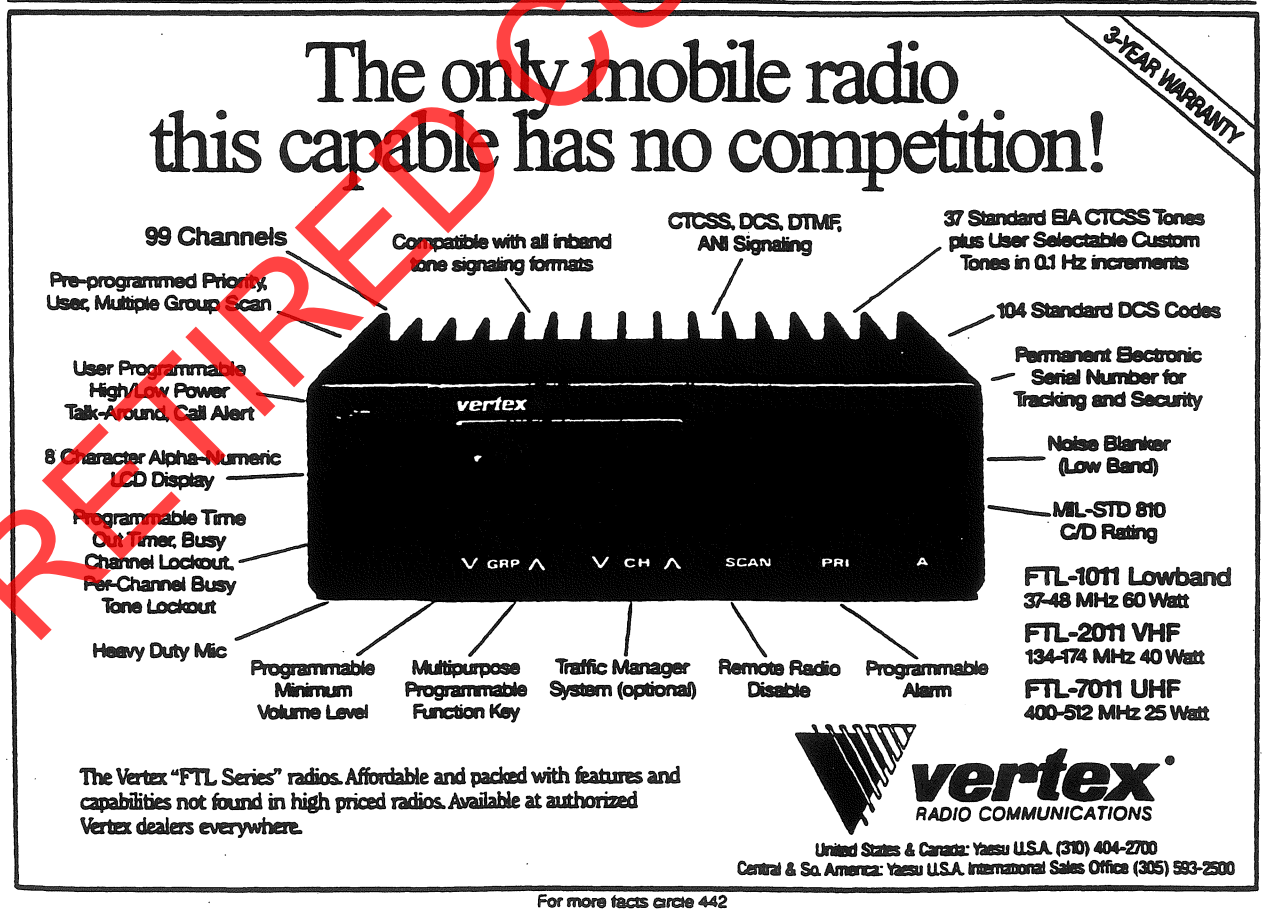
For example, if I were trying to fill an engineer opening, the technical elements I might look for would be things like hydraulic calculations, conducting a pump test, knowledge of traffic laws, equipment specification and use, and so forth. These are things a person could do with very little personal interaction.

Performance elements for an engineer might be: instructing a new crew member, public relations skills, working as part of a team, fireground communication, resolving conflicts, delegating tasks and so forth. These are elements a person would need to demonstrate to influence others.

Once these elements have been identified, time must be spent in developing effective criterion questions. This is done by looking at the job description and determining the key technical behaviors or skills and the key performance behaviors or skills. These are detailed and specific behaviors that are demonstrated on the job on a regular basis by an incumbent, and that contribute significantly to the success of the job.

So in selecting key criteria, try to find those skills or behaviors that are going to give the greatest success. If the person being looked at could perform them well.

Once this has been done, you are ready to write the questions. These questions should be related to the key criteria and asked in a manner that makes the candidate explain past performance, not hypothetical situations. For example, if conflict resolution were one of the key performance behaviors for the position you are trying to fill, a good question would be: "Describe a specific incident in your recent past where you effectively dealt with two people who



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w. e 'n conflict with one another."

After this has been asked, make ure you have them explain to you a specific incident so you can deter- e how they handled it. Many ple will claim they have never had a situation like this, but will explain how they would handle it if confronted with such an incident. This is not what you want.

They must be able to demonstrate that they have the skills you are looking for. Knowing what to do and doing it are two different things. Be persistent and get them to give you a specific example of what they did in the past. Most importantly, if they are struggling, do not help them. Persistently prod them to give you a real situation.

As long as your questions are worded in this manner and relate to those key criteria behaviors or skills, your questions will be legal and valid. If you have taken notes to substantiate responses in relation to the criteria, the responses will be reliable.

These criteria-based questions can also be very effective when used in another good selection method, background checks. Doing thorough background research on potential employees is one of the best ys to determine future performance. By using the same criteria-based questions regarding the candidate's performance in past situations, future performance can be predicted.

Dealing with the ADA

The Americans with Disabilities Act is one area of concern with regard to selection. Because of the nature of the fire service, certain disabilities could prevent a candidate from being able to perform the essential functions of the position. These essential functions should be identified in a written job description prepared in advance of advertising and interviewing for a job.

By identifying these essential functions and requiring the ability to perform them, you ensure that an individual will not be considered unqualified simply because of inability to perform marginal or incidental job functions.

To comply with the ADA, you may not make a pre-employment inquiry on an application form or in an interview as to whether, or to what extent, an individual is disabled. You may ask the applicant whether he or she can perform particular job functions. If the applicant has a disability you know about (for example, he or she is in a wheelchair as you are interviewing), you may ask how he or she can perform job functions that you consider to be difficult or impossible to perform because of the disability.

A job offer may be conditioned on the results of a medical examination, provided that a medical examination is required for all applicants of the same job category regardless of disability. The results of this examination must be handled confidentially.

The ADA permits you to establish qualification standards that will exclude individuals who pose a direct threat to the health and safety of themselves or others, if that risk cannot be lowered to an acceptable level by reasonable accommodation. However, you may not simply assume that a threat exists; you must establish through objective, medically supportable methods that there is genuine risk that substantial harm could occur in the workplace.

By requiring employers to make individualized judgments based on reliable medical or other objective evidence rather than on generalizations, ignorance, fear, patronizing attitudes or stereotypes, the ADA recognizes the need to balance the interests of people with disabilities against the legitimate interests of employers in maintaining a safe workplace.

I realize that it's very difficult to learn how to create these questions and to interview from reading a magazine article. However, it's important that people are aware of an effective, legal way of selecting the best person for the job. Using these skills, there is less need to be concerned about lawsuits.

My suggestion would be to hire a consultant or someone who can teach you and/or members of your department how to create a criteria-based system before trying it yourself. Remember, money spent up front in selecting the best candidate for the job is money well spent and usually less expensive than paying legal expenses in a lawsuit later. Most importantly, it should help in giving you the best person for the job, which is a winning situation for everyone. FC

Jeff Maxfield, an assistant chief for the Salt Lake County (Utah) Fire Department, is a 23-year veteran of the fire service. He is an adjunct instructor for Utah Valley State College and metro co-chair for Region VIII T.R.A.D.E. of the National Fire Academy, and has a private consulting business specializing in leadership training for the fire service. Maxfield has an associate's degree in fire science, a bachelor's degree in business administration and a master's degree in public administration.

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CITY OF NORFOLK
PERFORMANCE REVIEW

SECTION 2

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Employee:_____ **Title:**_____

SSN:_____

Supervisor:_____ **Title:**_____

Department:_____

Performance Period: from _____ **to** _____

Review Dates: _____,_____,_____

Weight Section 2: _____

Performance Rating Scale

Each performance objective will be given a performance rating during the performance review. The scale has five possible performance levels. Each is assigned a numerical value for the purpose of computing a total score at the end of the performance period. A description for each of the five performance levels follows.

Excellent

A level of performance demonstrating excellence in the scope and quality of the achieved results. Results are obvious to all, and their contribution to the goals and objectives are extraordinary and highly effective.

Highly Competent

A performance level consistently higher than the competent level and occasionally "excellent." Achieved results meet performance objectives and standards and occasionally make an extraordinary and highly effective contribution.

Competent

Performance level demonstrates solid performance in the full scope of the employee's job. Employee takes initiative, plans and follows-through on all responsibilities, work habits, and relationships. Achieved performance results are compatible with goals and objectives.

Needs Improvement

A performance level poorer than the "competent" level. Achieved results are not compatible with goals and objectives and require the redirection of resources from other areas. This level is expected of a new employee who is learning the job and does not have sufficient experience or training to achieve the competent level. It is unacceptable performance for a qualified and experienced employee.

Unsatisfactory

A performance level that is significantly poorer than the competent level. Does not meet basic job standards or cover the scope of the job. Does not comply with currently accepted principles, methods, and practices in regards to job responsibilities, work habits, and relationships. Performance results are disruptive of goals and objectives. An employee with this rating should be recommended for removal from the position.

Overall Annual Performance Score

Annual Performance Score	Annual Rating
4.50 - 5.00	Excellent
3.50 - 4.49	Highly Competent
2.50 - 3.49	Competent
1.50 - 2.49	Needs Improvement
1.00 - 1.49	Unsatisfactory

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Section 2 - Summary Sheet of Objectives

Please fill in the weights for each area of performance before each performance period begins. The weights should reflect the importance of each area to successful job performance.

	Objective	Weight (%)
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
		100%

Please check one: The employee and supervisor are ☐ in agreement ☐ not in agreement with the weights established for each area of performance. If not in agreement, please indicate the area(s) of disagreement:

_____ _____

Supervisor's Signature Date Employee's Signature Date

Reviewed and approved by:

_____

Signature of Supervisor's Supervisor Date

RETIRED CURRICULUM

(Add additional objective pages as necessary)

Objectives

)bjective # _____ Type of objective:___ new project___ professional development___ routine

:xcellent:

:ompetent:

Jnsatisfactory:

'eriodical Review Date:____

'eriodical Review Date____

'eriodical Review Date____

Annual Performance Review Date____

lse 1-2-3-4-5 rating to indicate at what level the objective was achieved: give evidence below)

Vas The Objective Completed? ☐ Yes ☐ No

Veight Rating_____ Score_____

RETIRED CURRICULUM

(Add additional objective pages as necessary)

Objectives

Objective # _____ Type of objective:___ new project___ professional development___ routine

Excellent:

Competent:

Unsatisfactory:

Periodical Review Date:_____

Periodical Review Date_____

Periodical Review Date_____

Annual Performance Review Date_____

(Use 1-2-3-4-5 rating to indicate at what level the objective was achieved: give evidence below)

RETIRED CURRICULUM

W The Objective Completed? ☐ Yes ☐ No

Weight_____ Rating_____ Score_____

(Add additional objective pages as necessary)

Objectives

)bjective # _____ Type of objective:___ new project___ professional development___ routine

:xcellent:

:ompetent:

Insatisfactory:

eriodical Review Date:____

eriodical Review Date____

eriodical Review Date____

Annual Performance Review Date____

Use 1-2-3-4-5 rating to indicate at what level the objective was achieved: give evidence below)

Was The Objective Completed? ☐ Yes ☐ No

Weight_____ Rating_____ Score_____

RETIRED CURRICULUM

(Add additional objective pages as necessary)

Objectives

Objective # _____ Type of objective:___ new project___ professional development___ routine

Excellent:

Competent:

Unsatisfactory:

Periodical Review Date:_____

Periodical Review Date_____

Periodical Review Date_____

Annual Performance Review

Date_____

(Use 1-2-3-4-5 rating to indicate at what level the objective was achieved: give evidence below)

RETIRED CURRICULUM

W The Objective Completed? ☐ Yes ☐ No

Weight_____ Rating_____ Score_____

(Add additional objective pages as necessary)

Objectives

Objective # _____ Type of objective:___ new project___ professional development___ routine

Excellent:

Competent:

Unsatisfactory:

Periodical Review Date:_____

Periodical Review Date_____

Periodical Review Date_____

Annual Performance Review Date_____

(Use 1-2-3-4-5 rating to indicate at what level the objective was achieved: give evidence below)

Was The Objective Completed? ☐ Yes ☐ No

Weight_____ Rating_____ Score_____

RETIRED CURRICULUM

Section 2 - Total Score Summary Sheet

	Objective	Weight (%)	Rating	Score
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
		100%		

Total Score ☐

Section 2 Weighting ☐

RETIRED CURRICULUM

DEVELOPMENT PLANS

(To be completed by employee and supervisor together)

Actions

What actions can be taken to improve performance or to broaden skills relevant for the job?

Employee's Comments

(Agreement with appraisal, special circumstances, most and least satisfying aspects of the job, work unit's performance, etc.)

RETIRED CURRICULUM

PERFORMANCE APPRAISAL SUMMARY SHEET

(To be completed after Sections 1 & 2 have completed)

Section 1 - Performance Factors

Comments on appraisal of performance factors:

Section 1: SCORE_____ WEIGHTING_____ SUBTOTAL 1_____

Section 2 - Performance Objectives

Comments on appraisal of performance objectives:

Section 2: SCORE_____ WEIGHTING_____ SUBTOTAL 2 _____

TOTAL SCORE _____ OVERALL RATING _____
(Sum of Subtotal 1 & Subtotal 2)

Please check one: The employee and supervisor are ☐ in agreement ☐ not in agreement with this performance review. If not in agreement, please indicate the area(s) of disagreement:

_____ _____
Supervisor's Signature Date Employee's Signature Date

Reviewed and approved by:

_____
Signature of Supervisor's Supervisor Date

RETIRED CURRICULUM

RETIRED CURRICULUM

CITY OF THOUSAND OAKS
ADMINISTRATIVE POLICY

No.

Date Issued: May 27, 1987
Date Revised: December 31, 1987

SUBJECT:

Pay for Performance Program

PURPOSE: To establish and maintain a compensation program that is externally competitive and internally equitable and that rewards managers based on their performance.

SCOPE: This applies to all Executive Management, Management, Supervisory and Professional employees.

POLICY AND PROCEDURE:

Performance Objectives

Each year the City Council will establish goals for the ensuing fiscal year. The goals will be incorporated into and addressed in the annual work objectives established by the Council during budget deliberations. Departments accountable for the work objectives will be identified. The City Manager and Assistant City Manager will establish performance objectives for Department Heads who will in turn insure that all managers within their departments establish performance objectives.

Performance objectives include major responsibilities/results expected and measurement criteria (Attachment A) and will be established collaboratively by each manager and his/her supervisor by September of each year. They will meet quarterly to update the objectives and to discuss results achieved (Part 1 of Attachment B). By August of each year all managers will be evaluated on their performance for the prior fiscal year (Attachment B) and will have established performance objectives for the next fiscal year (Attachment A). Newly appointed managers are to set performance objectives within the first two months of appointment. Instructions for completing the evaluation forms are provided by the Human Resources Office (Attachment C).

Performance objectives need to be periodically updated to reflect changes in work assignments. Such updates should occur quarterly but must be done at least once every six months. Departments are responsible for maintaining a file for each manager's performance objectives and updates with copies of the objectives and six months update sent to the Human Resources Office.

RETIRED CURRICULUM

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SUBJECT:

Pay for Performance Program

Management Salary Ranges

In the spring of each year the Human Resources Office will conduct a survey of benchmark management classes (Attachment D) in fourteen comparable cities (Attachment E). A summary will be released showing the number of benchmark classes found in comparable cities and the average pay. Based on the survey results the City Council will adjust management salary ranges annually to insure they remain externally competitive and internally equitable. [NOTE: The adjustment of the salary ranges will not result in any salary increase for any manager. Any salary adjustment granted will be based on the individual manager's performance.] The mid-point of each range will be reset at the market rate as determined by the survey, with the minimum and maximum of the range being adjusted accordingly.

Merit Salary Distribution

Each manager will have a compa-ratio computed by dividing his or her current rate of pay by the new mid-point of the salary range. Each manager's compa-ratio will fall either in the lower one-third portion of the range (80% to 92%), middle third (93% to 107%), or upper third (108% to 120%). (See Attachment F as an example.)

The City Council will adopt a resolution establishing the percentage which will be available to managers whose performance warrants a salary increase. Such funds will be allocated according to a salary merit guide (Attachment G). The guide will be used to determine managers' salary range adjustments, which will occur effective the pay period including July first of each fiscal year. Newly appointed managers are eligible for pay adjustments after six months of employment based on the merit guide in effect for the current fiscal year in which they were employed. After another six months of employment, the manager will be eligible for another merit increase using the merit guide in effect for the fiscal year in which the merit increase is granted. After the second time a manager is eligible for a merit adjustment, he or she will be eligible for adjustments in July of each year provided their merit review date is not May or June. In event the second merit review granted is in May or June, the manager will be eligible for consideration of a merit increase the second fiscal year following May or June. This is necessary because at least one full quarter (e.g. 3 months) of a year is the minimum period of time to re-evaluate a manager. Within two months of appointment to a management position, the Human Resources Office will meet with the newly appointed manager, explain the Pay for Performance Program, and specify in writing when the manager will be eligible for his or her merit reviews.

RETIRED CURRICULUM

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SUBJECT:

Pay for Performance Program

Managers receiving an "improvement needed" evaluation are ineligible for any salary increase but may be re-evaluated after six months. If substantial improvement has been made, the manager is eligible for a pay adjustment for the last half of the fiscal year based upon the merit guide adopted for that fiscal year.

The salary merit guide will be constructed and implemented so that:

- Increase amounts will differ significantly as performance level increases, and increase amounts will not overlap; that is, minimum treatment for an Outstanding performer will be higher than maximum treatment for a Meritorious performer if their salaries are in the same portion of the range. As an example, Attachment G shows that an Outstanding employee in the middle third of the salary range would be eligible for a minimum 7% merit increase while a Meritorious employee could receive a maximum 6% merit increase.

- Persons entering positions at the minimum of the ranges and with sustained performance at the various levels should approach their respective performance ceilings after approximately the same interval. An Outstanding performer would reach closer to the range maximum at about the same time that a Meritorious performer would reach the mid-point if each started at the same time at about the minimum of the range.

(Attachment H is illustrative of how the merit distribution would impact a manager's pay over a period of five years.)

By adopting the performance level concept of the salary range, both internal equity and external competitiveness can be assured. Clearly, if movement through, and positioning within, the range is the result of the Pay for Performance Program, internal equity of salaries paid the various managers should correspond with the achievement of the manager's objectives. Likewise, since the mid-point will be competitive with the actual salaries paid in other organizations, employees achieving the meritorious and outstanding performance levels will be compensated at or above average to recognize and encourage a higher level of performance.

RETIRED CURRICULUM

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CITY OF THOUSAND OAKS
PERFORMANCE OBJECTIVES

Employee _____ Department _____

Position _____

Objective Time Period _____ to _____

MAJOR RESPONSIBILITIES/RESULTS EXPECTED

MAJOR RESPONSIBILITY/RESULT EXPECTED: Write clear, concise statements of the principal position responsibilities/results expected of the employee. Establish the relative importance (priority) of each result expected. Make changes throughout the year as conditions change.
MEASUREMENT CRITERIA: Identify specific measurement criteria used to evaluate results (e.g., quantity of work, quality of work, target dates, time or money spent).
PRIORITY: Place a number indicating the priority of each responsibility/expectation, with number one being the highest priority.

MAJOR RESPONSIBILITY/RESULT EXPECTED: **PRIORITY:**

MEASUREMENT CRITERIA:

MAJOR RESPONSIBILITY/RESULT EXPECTED: **PRIORITY:**

MEASUREMENT CRITERIA:

MAJOR RESPONSIBILITY/RESULT EXPECTED: **PRIORITY:**

MEASUREMENT CRITERIA:

RETIRED CURRICULUM

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MAJOR RESPONSIBILITY/RESULT EXPECTED: | PRIORITY:

MEASUREMENT CRITERIA:

MAJOR RESPONSIBILITY/RESULT EXPECTED: | PRIORITY:

MEASUREMENT CRITERIA:

OTHER: IF APPROPRIATE, ATTACH OTHER PRIORITY OBJECTIVES OR RESULTS EXPECTED.

PROFESSIONAL DEVELOPMENT GOALS AND OBJECTIVES TO BE ACCOMPLISHED. *(Attach onal sheets as necessary.)*

ADD UPDATED INFORMATION AND UNPLANNED ASSIGNMENTS AS APPROPRIATE DURING INTERIM REVIEWS. *(Attach additional sheets as necessary.)*

RETIRED CURRICULUM

SIGNATURES

The employee and the supervisor should sign in the space below after the performance objectives have been established. The form should then be submitted to the Department Head for signature.

Employee Signature *Date*

Evaluator Signature *Date*

Department Head Signature *Date*

RETIRED CURRICULUM

CITY OF THOUSAND OAKS
PERFORMANCE EVALUATION - MANAGEMENT EMPLOYEES

Employee _____ Department _____

Position _____ Date Employed _____

Evaluation Period Covered: _____ to _____ Evaluation Date _____

Date of Last Merit Increase _____ Date of Appointment to Current Position _____

Type of Review: ☐ Annual ☐ Probationary ☐ Interim/Special ☐ Other

PART 1: MAJOR RESPONSIBILITIES/RESULTS EXPECTED

MAJOR RESPONSIBILITY/RESULT EXPECTED: Write clear, concise statements of the principal position responsibilities/results expected of the employee. Establish the relative importance (priority) of each result expected. Make changes throughout the year as conditions change.
MEASUREMENT CRITERIA: Identify specific measurement criteria used to evaluate results (e.g., quantity of work, quality of work, target dates, time or money spent.)
RESULT ACHIEVED: At the end of the evaluation period, comment on the degree and quality of the results achieved and note any extenuating circumstances affecting results.
PRIORITY: Place a number indicating the priority of each responsibility/expectation, with number one being the highest priority.

MAJOR RESPONSIBILITY/RESULT EXPECTED:	PRIORITY:

`ASUREMENT CRITERIA:

RESULT ACHIEVED:

MAJOR RESPONSIBILITY/RESULT EXPECTED:	PRIORITY:

MEASUREMENT CRITERIA:

RESULT ACHIEVED:

MAJOR RESPONSIBILITY/RESULT EXPECTED:	PRIORITY:

MEASUREMENT CRITERIA:

SULT ACHIEVED:

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MAJOR RESPONSIBILITY/RESULT EXPECTED: | PRIORITY:

UREMENT CRITERIA:

RESULT ACHIEVED:

MAJOR RESPONSIBILITY/RESULT EXPECTED: | PRIORITY:

MEASUREMENT CRITERIA:

RESULT ACHIEVED:

OTHER: IF APPROPRIATE, ATTACH OTHER PRIORITY OBJECTIVES OR RESULTS EXPECTED.

LIST PROFESSIONAL DEVELOPMENT GOALS AND OBJECTIVES TO BE ACCOMPLISHED BY THE NEXT REVIEW PERIOD.

LIST PROFESSIONAL DEVELOPMENT GOALS AND OBJECTIVES ACCOMPLISHED (Include certificates, degrees, courses completed).

PROGRESS REVIEW: ADD UPDATED INFORMATION AND UNPLANNED ASSIGNMENTS AS APPROPRIATE DURING INTERIM REVIEWS.

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PART 2: PERFORMANCE FACTORS

OUTSTANDING	MERITORIOUS	IMPROVEMENT NEEDED
Consistently performs far beyond established job requirements, and contributes beyond current job responsibilities. Produces results of exceptional quality. Demonstrates unusual talent, ability, or expertise.	Consistently fulfills job requirements. Contributes effectively to City objectives. If new to the job, learning process equals expectations.	Results fall short of meeting job requirements. Does not necessarily indicate completely unsatisfactory or unacceptable performance but addresses a performance area which needs additional attention or effort. If new to the job, further development is needed to consistently meet job requirements.

INSTRUCTIONS: Indicate how the employee has performed in terms of the factors listed below. When performance is "Outstanding" or "Improvement Needed," reasons/examples must be included in the overall evaluation.

	OUTSTANDING	MERITORIOUS	IMPROVEMENT NEEDED	N/A
I. MANAGING OVERALL RESPONSIBILITIES				
A. Planning Anticipates future needs, establishes and sets priorities on objectives, and plans actions to ensure objectives are met within established time frames.				
Adapts readily when City priorities change.				
B. Organizing Assigns staff, defines job responsibilities, and maintains clarity of functions.				
Allocates resources, designs work flow, and integrates work into overall department and City objectives.				
C. Controlling Develops measures of work and performance standards, monitors progress, and implements corrective actions to resolve problems.				
Evaluates completed work and documents results/achievements.				
D. Delegating Delegates responsibility to subordinates with the authority to accomplish their assigned duties.				
Delegates authority and allows decisions to be made at the lowest level at which all information is available and responsibility assigned.				
II. COMMUNICATIONS				
A. Written - Writes memos, letters and reports which are clear and concise and convey all relevant information using words and phrases appropriate to the audience.				
B. Verbal - Clearly communicates ideas, information, proposals, instructions, problems and questions using language appropriate to the listener.				
C. Other - Involves all in communications network, shares information, encourages open communications at all levels in City.				
III. MANAGING HUMAN RESOURCES Conducts periodic performance reviews with all assigned employees.				
Provides regular ongoing performance feedback in a constructive, reinforcing manner.				
Holds periodic staff meetings, distributes information or otherwise ensures all employees are advised of matters important to their jobs.				
Develops subordinates through career counseling, recognition, visibility and credit through the Pay for Performance Program, the Exceptional Performance Award Program, or other recognition programs to those exceptional performers who make significant contributions to the City.				
Encourages and maintains support for achieving equal employment opportunity/affirmative action program goals and objectives.				
Encourages and maintains support for the City's Safety Program.				

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IV.	**MANAGING FINANCIAL AND MATERIAL RESOURCES** Exercises cost control in the use of available resources.				
	Identifies revenue enhancements and cost savings in program activities				
V.	**DECISION MAKING/PROBLEM SOLVING** Obtains and evaluates relevant information and weighs alternatives.				
	Implements or recommends appropriate solutions to problems.				
VI.	**INNOVATION/CREATIVITY** Demonstrates original thinking, ingenuity and creativity by introducing new ideas or courses of action.				
	Supports innovative problem-solving by involving others in identifying and implementing better methods and procedures.				
VII.	**INTERDEPARTMENTAL COOPERATION/COORDINATON** Shares information with other managers on matters related to their activities.				
	Participates in or actively supports committees/task forces addressing issues of concern throughout the City.				
	Shows awareness of the total operation beyond own area of responsibility.				
VIII.	**QUANTITY AND QUALITY OF WORK** Work produced is consistent with amount of work required to be produced within required time frames.				
	Demonstrates initiative and "follows through" on development and completion of projects/assignments.				
IX.	**COMMUNITY RELATIONS/ACCOMPLISHMENTS** Represents City in an exemplary manner with civic groups/organizations and the public.				
	Enhances community understanding of City's goals and objectives.				
X.	**JOB KNOWLEDGE** Demonstrates professional skills and knowledges needed to perform the job.				
	Keeps informed of developments in the professional field and communicates and applies this knowledge to the job. Active in professional organizations.				
XI.	**SELF-DEVELOPMENT** Assesses own strengths and capabilities, identifies needs for knowledge, skills and experience.				
	Designs and implements a self-development plan when appropriate.				

PART 3: OVERALL EVALUATION

The Overall Evaluation should reflect results recorded in Part 1 and performance factor ratings in Part 2. The overall rating is not intended to be an average of the ratings on individual performance factors. In every job, some results and factors are more important than others and should be given greater weight. The overall rating is an important consideration in compensation decisions. The overall rating must also consider the major responsibilities and results achieved in Part I of this form.

Specific reasons/examples must be included for any performance factors in Part 2 rated "Outstanding" or "Improvement Needed" and should be attached to this form.

OVERALL EVALUATION: ☐ Outstanding ☐ Meritorious ☐ Improvement Needed

SIGNATURES

The employee and the evaluator should sign in the space below after the appraisal interview has been completed. The form should then be submitted to the Department Head for signature. The employee's signature does not necessarily indicate agreement with the appraisal. Any employee comments may be attached.

Employee Signature _____ *Date* _____

Evaluator Signature _____ *Date* _____

Department Head Signature _____ *Date* _____

Personnel Officer Signature _____ *Date* _____

RETIRED CURRICULUM

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PERFORMANCE MANAGEMENT

City of Thousand Oaks
Management Employees

RETIRED CURRICULUM

RESPONSIBILITY

The active participation of both the employee and supervisor is essential in performance management if the process is to work effectively. Performance management should be an open participative process. Every employee should be active in the performance management process. Employees know or can learn more than anyone else about their own capabilities, needs, strengths, weaknesses and goals.

PROCESS

All managers will be evaluated on their responsibilities and expected results (what is accomplished) as well as their general performance (how it is accomplished). The performance evaluation form includes two major sections.

Part 1 of the form evaluates managers on their major responsibilities and expected results. As is clear in the process, each manager and his or her supervisor clearly define responsibilities and results, agree on their importance, and also agree on how and when the responsibilities and results are to be achieved.

Part 2 of the form evaluates performance factors which are expectations as to how results are achieved and responsibilities exercised. Each performance factor has written criteria or indicators of expected performance.

PROCEDURE - PART I MAJOR RESPONSIBILITIES/RESULTS EXPECTED

Planning for results is a key part of performance evaluation. Clear statements of expected results provide a blueprint for success that describes exactly what is expected of the employee during the year. Careful planning and open communication prevents surprises and lessens the chance of disagreement at the formal review. The objectives establish a working plan to be used throughout the year in reviewing progress toward goals. As conditions change or priorities shift, this section needs to be updated. The effectiveness of each manager's evaluation depends largely upon thoughtfulness, accuracy, and adjustments made to keep expectations current.

By the end of each fiscal year (or within the first two months of employment in a new job), the employee and supervisor together will determine results expected for the year ahead. Statements of expected results should be clear, concise, and focused on measurable accomplishments whenever possible. Specific measurement criteria used to evaluate results, and the relative importance of each expected result, should be identified.

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In the space provided, place a number indicating the priority of each major responsibility/results expected with number one being the highest priority. It may be that some responsibilities/expectations are of equal importance. If so, it is suggested using the same number for each (eg. 2 and 2, 4 and 4). As results develop throughout the year, they should be recorded in the Result Achieved section of Part 1.

PROCEDURE - PART 2 PERFORMANCE FACTORS

Performance results and responsibilities describe what was accomplished. This part evaluates how the work was done. The performance factors describe expected behaviors that contribute to overall performance and help insure that results and responsibilities are accomplished in a successful and acceptable manner. By rating the level of performance for each factor, the manager and his or her supervisor should be able to identify strengths and areas needing improvement. It is therefore vital to the process that when performance is rated "outstanding" or "improvement needed" that specific reasons or examples are attached to the evaluation.

PROCEDURE - PART 3 OVERALL EVALUATION

The Overall Evaluation will reflect results recorded in Part 1 and performance factor ratings in Part 2. The overall rating is not intended to be an average of the ratings on individual performance factors. In every job, some factors are more important than others and should be given greater weight. The overall rating must also consider the major responsibilities and results achieved in Part 1 of this form. The overall rating is an important consideration in compensation decisions.

Before this part is completed, it is critical that your Department Head be consulted before a decision is made on the manager's overall performance. Your Department Head's recommendation will then be reviewed by the City Manager's Office before a final decision is made. This will insure equity and uniformity of the evaluation process throughout the City.

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RETIRED CURRICULUM

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ATTACHMENT D

Management Benchmark Classes

Office Manager

Associate Civil Engineer
Assistant Civil Engineer
Senior Civil Engineer
Principal Engineer

Associate Planner
Assistant Planner
Senior Planner

Staff Accountant

Management Assistant
Senior Management Analyst
Personnel Analyst

Senior Building Inspector
Senior Construction Inspector

Landscape Maintenance Supervisor
Street Maintenance Supervisor
Utilities Maintenance Supervisor

Principal Librarian
Senior Librarian
Librarian

Public Works Superintendent
Utilities Superintendent
WWTP Superintendent

All Department Heads

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ATTACHMENT E

City of Thousand Oaks

SALARY SURVEY PARTICIPANTS

City	Population	Total Revenue	Assessed Value
Glendale	147,100	$137 M	$4.9 B
Torrance	135,000	91 M	6.0 B
Pasadena	125,000	160 M	4.6 B
Oxnard	121,000	64 M	3.2 B
Fullerton	107,000	44 M	4.0 B
Inglewood	98,500	47 M	2.0 B
Orange	97,000	41 M	4.0 B
THOUSAND OAKS	95,000	36 M	4.1 B
Santa Monica	93,000	81 M	4.9 B
Burbank	87,500	152 M	3.7 B
Costa Mesa	86,000	39 M	3.7 B
Simi Valley	85,000	18 M	2.5 B
Ventura	84,000	53 M	4.0 B
Irvine	76,000	36 M	4.0 B
Camarillo	42,400	12 M	1.9 B

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ILLUSTRATIVE SALARY RANGE

- Where an employee's pay is located within the salary range should eventually represent his/her level of performance.

MINIMUM	MIDPOINT	MAXIMUM
(80% of Midpoint) Lowest Base Salary for a Job (e.g., $32,000)	(100% of midpoint) Competitive Base Salary Relative to Labor Market (e.g., $40,000)	(120% of Midpoint) Highest Base Salary for a Job (e.g., $48,000)

MINIMUM			MIDPOINT			MAXIMUM
80%	92%	93%	100%	107%	108%	120%

LOWER THIRD	MIDDLE THIRD	UPPER THIRD
Inexperienced employees new to the job or employees who do not meet job expectations	Fully qualified competently performing employees	Employees whose performance over time consistently exceeds job expectations

RETIRED CURRICULUM

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ATTACHMENT G

M E M O R A N D U M

City of Thousand Oaks • Thousand Oaks, California

City Manager's Office

TO: All Department Heads

FROM: City Manager's Office

SUBJECT: Pay for Performance Merit Guide

DATE: July 24, 1987

On July 28, 1987, the City Council will be asked to authorize a four percent merit pool which should result in an increase of the City's current overall compa-ratio from 96% to 100%. Following is the proposed Merit Guide for 1987-88:

MERIT GUIDE

		Location in Range		
		Lower (80%-92%)	Middle (93%-107%)	Upper (108%-120%)
Performance Rating	Outstanding	6.5 - 7.5	5.5 - 6.5	3.5 - 4.5
	Meritorious	4 - 6	3 - 5	1 - 3
	Improvement Needed/New	0	0	0

Grant R. Brimhall
City Manager

ST/P-30

RETIRED CURRICULUM

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EXAMPLE OF MERIT DISTRIBUTION

ASSUMPTIONS: 3% Market Range Adjustment
4% Pool Available

Employee A

1st Year:	$32,000	$40,000	$48,000
Current Pay:	$36,000	Compa-Ratio:	90%
Evaluation: Outstanding		Merit Pay:	7%
New Pay:	$38,520	New Compa-Ratio:	96%
2nd Year:	$32,960	$41,200	$49,440
Current Pay:	$38,520	Compa-Ratio:	93%
Evaluation: Outstanding		Merit Pay:	6%
New Pay:	$40,831	New Compa-Ratio:	99%
3rd Year:	$33,949	$42,436	$50,923
Current Pay:	$40,831	Compa-Ratio:	96%
Evaluation: Outstanding		Merit Pay:	6%
New Pay:	$43,281	New Compa-Ratio:	102%
4th Year:	$34,967	$43,709	$52,451
Current Pay:	$43,281	Compa-Ratio:	99%
Evaluation: Meritorious		Merit Pay:	4%
New Pay:	$45,012	New Compa-Ratio:	103%
5th Year:	$36,016	$45,020	$54,024
Current Pay:	$45,012	Compa-Ratio:	100%
Evaluation: Outstanding		Merit Pay:	6%
New Pay:	$47,714	New Compa-Ratio:	106%

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ATTACHMENT H

EXAMPLE OF MERIT DISTRIBUTION

ASSUMPTIONS: 5% Market Range Adjustment
6% Pool Available

Employee B

	Min.	Mid.	Max.
1st Year:	$32,000	$40,000	$48,000
Current Pay:	$36,000	Compa-Ratio:	90%
Evaluation: Meritorious		Merit Pay:	5%
New Pay:	$37,800	New Compa-Ratio:	95%
2nd Year:	$32,960	$41,200	$49,440
Current Pay:	$37,800	Compa-Ratio:	92%
Evaluation: Meritorious		Merit Pay:	5%
New Pay:	$39,690	New Compa-Ratio:	96%
3rd Year:	$33,949	$42,436	$50,923
Current Pay:	$39,690	Compa-Ratio:	94%
Evaluation: Meritorious		Merit Pay:	4%
New Pay:	$41,278	New Compa-Ratio:	97%
4th Year:	$34,967	$43,709	$52,451
Current Pay:	$41,278	Compa-Ratio:	94%
Evaluation: Outstanding		Merit Pay:	6%
New Pay:	$43,755	New Compa-Ratio:	100%
5th Year:	$36,016	$45,020	$54,024
Current Pay:	$43,755	Compa-Ratio:	97%
Evaluation: Meritorious		Merit Pay:	4%
New Pay:	$45,505	New Compa-Ratio:	101%

RETIRED CURRICULUM

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RENO POLICE DEPARTMENT GENERAL ORDER

Originated by: Richard Kirkland | Reviewed by: | Approved by:

General Order No:
Injury and Illness Prevention Program 4/820.000
Date Initiated: February 2, 1994 Next Review: Jun/94
Date Issued: N/A

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I. POLICY

The Reno Police Department, through its management, is committed to the safety and health of all members and recognizes the need to comply with regulations governing injury and accident prevention and members safety.

II. Objective of Injury and Illness Prevention Program

The primary objective of the Injury and Illness Prevention Program is to insure compliance with Nevada Revised Statute 618.383, Section 2, which requires each employer to:

A. Establish and maintain an effective Injury and Illness Prevention Program

B. Provide a safe and healthy working environment for all members.

C. Reduce the human and financial losses resulting from injuries and illnesses arising out of occurring in the course of employment.

D. Establish safety policies, committees, training and communication processes which will contribute to and be a part of the Injury and Illness Prevention Program.

E. Establish an ongoing injury and illness prevention programs for all divisions.

III. Injury and Illness Prevention Program

A. Support

All employees are expected to comply with the Injury and Illness Prevention Program. The program reflects the administrations's concern for safety and its commitment to the policies outlines in the program.

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B. **Responsibilities:**

1. The Chief of Police will be responsible for overseeing the Injury and Illness Prevention Program. He shall designate the Department Risk manager to direct the Injury and Illness Prevention Program administration through eh City's Risk Manager.

2. The Loss Control Coordinator shall be responsible for:

   a. Administering the Injury and Illness Prevention Program to determine compliance.

   b. Coordinating with the Department Risk Manager to establish injury frequency, severity and trends.

   c. Maintaining records as prescribed by legislation.

   d. Providing information regarding injury/illness experience and related costs to management.

   e. Training supervisors to effectively communicate safety instruction to employees.

   f. Advising Division Managers and department safety coordinators on safety clothing, equipment and policies.

   g. Conducting and assisting with scheduled and unscheduled periodic safety and health inspections.

   h. Performing follow-up investigations of injuries and illnesses as required.

   i. Serving as advisor to the City of Reno Health and Safety Assurance Committee.

   j. Performing those duties necessary to insure compliance with applicable safety and health regulations.

   k. Implementing and conducting an employee safety suggestion program.

   l. Developing and administrating employee safety incentive and recognition programs.

3. The Department Risk Manager is responsible for the effective implementation and maintenance of the department's Injury and Illness Prevention Program as follows:

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a. Establish and maintain a written Department Injury and Illness Prevention Program.

b. Establish and maintain a system of job safety analysis, safety inspections, accident investigations and pertinent safety performance records.

c. Provide safety orientation, adequate job training and conducting safety instruction for all department members.

d. Assist the Loss Control Coordinator in the on-going safety training for supervisors.

e. Insure compliance with Nevada OSHA regulations with regard to specific performance such as problem identification/solving meetings.

4. The Supervisor is the key to a successful Injury and Illness Prevention Program. The Supervisor shall:

a. Recognize the potential or real hazards of each job supervised.

b. Continuously observe and evaluate work conditions and procedures to detect and correct unsafe conditions and practices.

c. Emphasize to members the benefits of observing safety procedures and of using the prescribed protective equipment.

d. Enforce those safety rules, procedures and policies applicable to their function.

e. Recommend discipline for members who do not comply with safety rules, procedures and policies.

f. Provide new member orientation and job specific training sessions. Records of the training shall be maintained in the department's files for a minimum of three years.

g. Promptly investigate injuries, illnesses and accidents.

h. Encourage members to report unsafe conditions and to submit practical suggestions for correction.

i. Insure that tools, equipment, and protective devices are properly maintained and utilized.

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j. Perform those duties which will enhance the success of the Injury and Prevention Program.

5. All members are required to develop and demonstrate safe work habits. They shall:

a. Promptly report to their respective supervisor all accidents and injuries occurring within the course of their employment.

b. Promptly report to their supervisor all unsafe conditions that they observe.

c. Attend and participate in problem identification/solving sessions.

d. Use prescribed protective clothing and devices when required.

e. Learn and observe the safety rules, procedures and policies.

C. <u>Departmental Safety Coordinators</u>

1. The Department Safety Coordinators will represent a cross sections of the Department's divisions, and shall be appointed by the Department Risk Manager.

2. The Department Safety Coordinators shall represent their respective divisions as members of the Reno Police Department Health and Safety Assurance Committee.

3. The Coordinator will act as a communication link between the department, the Reno Police Department Health and Safety Assurance Committee, and other City Departments.

D. <u>The Reno Police Department Health and Safety Assurance Committee:</u>

1. The Reno Police Department Health and Safety Assurance Committee is responsible to oversee the safety policies and practices. They shall:

a. Act at the direction of the Committee Chairperson. The chairperson will be elected from the committee membership and shall serve a term of one year.

b. Meet monthly to perform the following functions:

1. Analyze the effectiveness of the Injury and Illness Prevention Program and develop policy

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recommendations to meet current needs.

2. Review safety problems and recommend practical solutions to the problems.

3. Review the Safety Coordinators' reports and actions.

4. Review liability and workers' compensations reports to reduce preventable injuries, illnesses and accidents.

5. Assist in the implementation of individual division injury and illness prevention programs.

6. Recommend presentations and training for members.

7. Review results of periodic scheduled worksite inspections.

8. Review alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, the committee may conduct its own inspections and investigations to assist in the remedial solutions by suggestion or recommendations.

9. Submit recommendations to assist in the evaluation of member safety suggestions.

10. Upon request by Nevada OSHA, verify abatement action taken by the department to abate citations issued by Nevada OSHA

11. Prepare and make available to the affected members, written records of the safety and health issues discussed at the committee meetings and maintained for review by the division (Nevada OSHA) upon request.

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RENO POLICE DEPARTMENT

INJURY AND ILLNESS PREVENTION PLAN

SPECIFIC IDENTIFIED HAZARDS

PATROL DIVISION

HAZARDS	TRAINING REMEDIES	ACCOUNTABLE ENFORCEMENT
1. Vehicle Operation	EVOC Training	EVOC Instructor Immediate Supervisor[1]
2. Firearms Handling	Range Training	Range Master/ Immediate Supervisor[2]
3. Citizen/Suspect/Prisoner Contact	Weaponless Defense Training/Verbal Judo	Instructors/Supervisor[3]
4. Police Motorcycle Operation	Motor School	Instructors/Supervisor[4]
5. Bloodborne Pathogens	Bloodborne Pathogens Training	Instructors/Supervisor[5]
6. Aircraft Operation	F.A.A. Regulations/ C.F.I. Instruction	Certified Flight Instructor (CFI)[6]
7. Horse Handling/Mounted Unit	Certified Training Course	Instructors/Supervisor[7]
8. Bicycle Operation	Certified Training Course	Instructors/Supervisor[8]

[1] See "Officer's Driver Training School" Lesson Plan, Index H
[2] See "Firearms Safety" Lesson Plan, Index I
[3] See "Weaponless Defense" Lesson Plan, Index J
[4] See "40 Hour Motorcycle School" Lesson Plan, Index K
[5] See "A Guide to Bloodborne Pathogens" Lesson Plan, Index L
[6] See "3/268.100 Department Aircraft" General Order, Index M
[7] See "Horse Mounted Unit" Operations Manual, Index N
[8] See "Department Bicycle Enforcement" Lesson Plan, Index O

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PERFORMANCE EVALUATION

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EXERCISE - PERFORMANCE EVALUATION

Background

You are a Fire Captain and it is time to evaluate one of the department's firefighters, Susan Heiss. The regular Fire Captain for Station #1, where Susan Heiss works, has been out on disability for six months. You have substituted for this Captain since no Lieutenants were available to function in an "Acting" Captain role. She has been with your department for four years as a firefighter, is divorced and has a college degree in mathematics. She worked as a statistician for four years for an insurance company immediately after college graduation. She then joined your Fire Department.

Susan Heiss has worked for you for six months. She formerly was in Station #2 for several years. You really do not know her very well.

Last night, you scribbled some notes to yourself about Susan Heiss' performance, as follows:

Job Factors	Tentative Point Rating	Your Comments
Learning ability	8 or 9	"Smart as hell".
Knowledge of job	5 to 7	"A 9 on the technical part of job - average or less on how to get along with company personnel".
Compatibility	Not sure	"A loner - keeps to self".
Tact	5+ public 5- employees	"Formal, reserved and correct in public contacts. Cold, aloof with company personnel".
Judgment (non-emergency)	8 to 9	"Can think quickly".
Judgment (emergency)	8 to 9	"Knows what to do".
Procedures	7 to 6	"Adheres to them; gets bored easily".
Mechanical ability	9	"Gifted"
Teamwork (non-emergency)	5 to 3?	"People relationships not her bag".
Teamwork (emergency)	8 to 5?	"Great technically on team - if gets way, great".

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Job Factors	Tentative Point Rating	Your Comments
Quality of Work (non-emergency)	9 to 8	"Works like hell".
Quality of Work (emergency)	9 to 8	"Wonderful"
Oral Communication	8 to 7	"Very good".
Written Communication	9	"Very good".
Initiative	8 to 9	"On technical work".
Safety	9 to 7	"On technical stuff".

In your department's performance appraisal system, the job factors listed above are rated on a nine-point scale, as follows: 1-3 (needs improvement); 4-6 (acceptable); and 7-9 (good). Every six months, departmental personnel are rated using this point system. The performance report to be completed provides space for making comments on the ratings given.

Instructions

You have about 15 minutes available to conduct a performance evaluation with Ms. Heiss. Given the time available, you will need to decide whether all or some of your views will be covered. You are free to make up examples (or specific incidents) to document the points you wish to make. An Assessor will role-play Susan Heiss.

Also, on one sheet of paper, write down your responses to the following questions:

(1) Describe the process you would use to notify Ms. Heiss of this performance review session.

(2) List your objectives (what you hope to accomplish) in this appraisal session.

Please hand in your written comments to the Assessors (with your name on it) before you start your appraisal meeting.

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EXERCISE #3 - ASSESSOR INSTRUCTIONS FOR PERFORMANCE EVALUATION

Please review Exercise #2. One of the Assessors will need to role-play Susan Heiss. The others will observe and evaluate the session and take notes on what transpires.

The checklist on the next page will help you evaluate candidate performance.

The dimensions to be used in evaluating candidates are as follows:

1 - Conflict resolution (1)

2 - Communications (2)

3 - Interpersonal sensitivity (3)

4 - Decision-making (13)

If the candidate just "talks" at you, adopt a passive, "uh huh" behavior normally, but take extreme issue with one area where the Fire Captain feels your performance is below expectations. If the candidate seeks to involve you meaningfully in the evaluation (like through a self-appraisal approach), actively participate. For example, rate yourself high on all the technical aspects of the job but weak in interpersonal relations.

In the interview, you may wish to behave as follows:

- Start with a passive and defensive posture - folded arms, not very communicative, eyes looking away ... with body language showing you are apprehensive and shy.

- If the "Manager" only talks at you and fails to involve you in the discussion, mumble "yeah, uh huh" and/or nod your head.

- If you are being talked at, disagree animately with one of the negatives he is likely to bring up. For example, if your behavior is described as "cold and aloof with company personnel", you could say:

  "Look ... the firefighter in my company are young with the maturity level of 14 year olds. I really have nothing in common with them."

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If you are asked to actively participate in the evaluation, please do so. Using the information in Exercise #2, highlight your strong areas (e.g., ability to learn, mechanical ability, judgment) and your weaker areas (e.g., compatibility, tact and non-emergency teamwork).

Please collect written responses to the two issues posed to at the beginning of the session. If time permits at the end of the role-play, you may wish to ask them why they answered these questions this way.

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CHECKLIST FOR EVALUATING THE PERFORMANCE EVALUATION

Desired Behaviors	Candidates #1	#2	#3	#4	#5	#6
(1) A "supportive" climate was set at the outset.						
(2) The purpose of the session and how it would work were explained.						
(3) The employee was given a chance to "self appraise"/ participate in the evaluation.						
(4) Positive performance levels were cited, particularly:						
. What happened that was good.						
. Why this was important.						
(5) Problem areas of performance were addressed - specifics given (time/date/place/ action).						
(6) Opportunities were provided to the employee to give input on solutions to problem behaviors.						
(7) The rater indicated what he would do to help correct performance problems.						
(8) Consequences were outlined if problem performance corrected or not.						
(9) The session ended in an upbeat note and agreement on an improvement plan.						
(10) _____						

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JUST FOR FUN!

QUESTIONS OF LIFE

Why do you need a driver's license to buy liquor when you can't drink and drive?

Why isn't phonetic spelled the way it sounds?

Why are there interstates in Hawaii?

Why are there flotation devices under plane seats instead of parachutes?

Why are cigarette sold at gas stations where smoking is prohibited?

Do you need a silencer if you are going to shoot a mime?

Have you ever imagined a world without hypothetical situations?

How does the guy who drives the snowplow get to work?

If 7-11 is open 24 hours a day, 365 days a year, why are there locks on the doors?

If a cow laughs, does milk come out its nose?

If nothing ever sticks to Teflon, how do they make Teflon stick to the pan?

If buttered toast always lands buttered side down on the floor and a cat always lands on its feet, what would happen if you tied a piece of buttered toast to the back of a cat and dropped it?

if you are driving at the speed of light and turn on your headlights, what happens?

You know how most packages say "Open Here," what is the protocol if the package says "Open somewhere else"?

Why do they put Braille dots on the keypad of the drive-up ATM?

Why do we drive on parkways and park on driveways?

Why is a brassiere singular and panties plural?

Why is it that when you transport something by car its called shipment but when you transport something by ship its called cargo?

You know that indestructible black box that is used on airplanes, why can't they make the whole plane out of the same substance?

Why is it that when you are driving and looking for an address, you turn the radio down?

Why don't sheep shrink when it rains?

Why are they called apartments when they are all stuck together?

What does Geronimo say when he jumps out of a plane?

If fire fighters fight fires, and crime fighters fight crime, what do freedom fighters fight?

If con is the opposite of pro, is Congress the opposite of progress?

If olive oil comes from olives, where does baby oil come from?

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Other provisions of the ADA and accompanying regulations, which are consistent with current State laws and policies, include:

- All job qualifications, including physical requirements, must be job related. Agencies are responsible for insuring that the "Minimum Qualifications" for all their classifications are job related. Any physical requirement standards should be validated as job related or eliminated. Agencies that need assistance in validating physical job requirements should contact the Test Validation and Construction Unit at the SPB at (916) 653-1264, CALNET 453-1264, or TDD (916) 653-1511, CALNET 453-1511.

- All examination and job announcements must contain a TDD telephone number or the number of the California Relay Service in order to provide equal access to employment information for the deaf and hearing impaired. For additional information, see SPB pink memorandum on "Concerns of Deaf and Hearing Impaired State Employees", dated June 18, 1991.

- All examinations in which there is disparate impact against the disabled must either be defended as job related and required by business necessity or eliminated. The best defense of the job-relatedness of an examination is through a validation study. Agencies that need assistance in validating their examinations should contact the Test Validation and Construction Unit at the SPB.

- Pre-employment medical examinations or inquiries about disabilities or medical condition are prohibited by the ADA. No required health related information may be obtained by an employer prior to an individual's acceptance of an offer of employment. Pre-employment inquiries can be made, however, relating to an individual's ability to perform job-related functions. In addition, job-related physical agility tests are not considered medical examinations and can be given at any point in the selection process.

- Employee medical information must be kept in a separate file, apart from other employment information. Confidentiality must be maintained and access to such information must be limited in accordance with the Confidentiality of Medical Information Act contained in Part 2.6, Chapter 1, commencing with Section 56 of the California Civil Code. For more information on the access and maintenance of medical records, see SPB pink memoranda on "Maintenance of Medical Records", dated October 18, 1982 and July 5, 1984.

- Persons with disabilities can be held to the same performance standards as nondisabled employees when appropriate reasonable accommodation has been made.

- Employees with disabilities are entitled to equal access to programs, services and privileges afforded to nondisabled employees. This includes such things as training programs, retirement luncheons and office Christmas parties.

To assist State agencies in meeting their legal obligations, the SPB has revised its Reasonable Accommodation Training Course to add information on the ADA. The first sessions of the revised course are scheduled for May 21, 1992 and June 25, 1992. The course costs $85.00 per

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Injuries Sustained in Physical Agility Testing Are Compensable Work Injuries

By Sharon K. Brady, Attorney at Law
MASTAGNI, HOLSTEDT & CHIURAZZI

For many firefighters, agility testing (also known as "fitness for duty" exams) is either a requirement of the job, or will offer additional benefits if the firefighter passes. If a firefighter is injured in the course of the agility test, or more importantly, while participating in training for an upcoming agility test, the injury will be compensable so long as the agility test and activity are a "reasonable expectancy" of employment.

Authority is found for this in Labor Code section 3600, which provides:

> ". . . liability for compensation shall exist against an employer for any injury sustained where the following conditions of compensation occur: Where the injury does not arise out of voluntary participation in any off duty recreational, social, or athletic activity not constituting part of the employee's work related duties, except where these activities are a reasonable expectancy of, or are expressly or impliedly required by, the employment . . ."

Thus, if a firefighter is injured while preparing for an agility test, the injury will be compensable.

The link is most clear where the employee must pass the agility test to keep the job, and the activity participated in is part of the agility test. However, activities which are part of the training regimen but not part of the test itself are also reasonably considered to be compensable, such as sit-ups, weight lifting or other stamina- and endurance-building activities.

In a recent case involving a police officer who was injured while jogging as part of her training, the court held that the injury was compensable for two reasons: the physical agility test had a running component, and the jogging was also being used to build stamina overall for the agility test. The doctrine is thus far-reaching and important. Establishing the injury as work-related establishes the right to Labor Code section 4850 benefits, and also makes possible claims for other benefits such as overtime for the training, if the employment contract provides.

In the case of the police officer, she had no training facilities or exercise time provided by the employer. However, where the employer provides training facilities and/or exercise time, an injury occurring off the training premises or outside exercise times may not be compensable. Most firefighters are provided with job site exercise facilities and exercise times. It is thus likely that an off-the-premises injury while exercising would not be held to be compensable as a work injury.

Despite case law and the Labor Code establishing these injuries as work-related, employers still routinely try to deny physical agility test injuries as work-related. You should be aware of your rights, reporting an injury to your employer as soon as it occurs, and continuing to fight for your benefits even if the employer denies the claim.

If you have questions about physical agility test injuries, or about worker's compensation benefits in general, contact the Law Officers of Mastagni, Holstedt & Chiurazzi; we will be more than happy to answer your questions.

Any person who make or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

FIREFIGHTER CURRICULUM

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GOVERNMENTAL
AFFAIRS

MARCH 1994 VOLUME X, NO. 3

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DoT Issues Drug/Alcohol Testing Rules

The U.S. Department of Transportation and its various branches issued final rules on drug and alcohol testing. The Federal Transit Administration's (FTA) final rules cover mass transit operations employees in safety-sensitive positions, including volunteers.

■ **Alcohol Misuse Prevention:** Employers must establish and conduct an alcohol misuse prevention program for safety-sensitive employees. Safety-sensitive employees may not consume alcohol (1) four hours before performing a safety-sensitive function; (2) while performing a safety-sensitive function; (3) after a fatal accident unless the employee has been tested or eight hours have elapsed; or (4) after a non-fatal accident unless the employee's involvement can be completely discounted as a contributing factor to the accident, the employee has been tested or eight hours have elapsed.

■ **Alcohol Testing:** Testing must be conducted in the following situations: (1) pre-employment (including transfer to a safety-sensitive position within the organization); (2) reasonable suspicion; (3) random (testing rate of 25 percent that may drop to 10 percent or increase to 50 percent under certain circumstances); (4) post-accident; and (5) return to duty/follow-up. FTA requires both a screening and a confirmation test, although an employer may take action based only on the results of the confirmation test. If a confirmation alcohol test measures 0.04 or greater, the covered employee must be removed from the safety-sensitive position, be told about available education and treatment programs and be evaluated by a substance abuse professional to determine whether the employee has an alcohol problem. If the test level is 0.02 or higher but less than 0.04, the employee must be removed from the safety-sensitive position and either re-tested or removed for at least eight hours.

■ **Anti-Drug Program:** Each employer must establish and implement an anti-drug program, consisting primarily of a testing program that requires employers train, educate and evaluate safety-sensitive employees. Each employer must adopt a policy statement describing its anti-drug program policies and procedures, including the consequences of drug use and of a verified positive drug test result.

■ **Drug Testing:** The following kinds of testing are mandatory: 1) pre-employment (including transfer from a non-safety-sensitive position to a safety-sensitive position within the organization); (2) reasonable suspicion; (3) random (testing rate of 50 percent); (4) post-accident; and (5) return to duty/follow-up (periodic). If a covered employee has a verified positive drug test result, the employee must be removed from the safety-sensitive position, told about available educational and treatment programs and evaluated by a substance abuse professional to determine whether the employee has a drug problem.

■ **Starting Dates for Drug/Alcohol Testing Programs:** Each recipient operating in a population area of 200,000 or more on March 17, 1994, shall begin drug/alcohol requirements on Jan. 1, 1995; those in a population area of 200,000 or less have until Jan. 1, 1996.

■ **Starting Dates for Anti-Drug/Alcohol Misuse Prevention Programs:** Employers must have these programs by Jan. 1, 1996, or by the date the employer begins operations, whichever is later.

FTA will withhold federal transit funding if a recipient isn't in compliance with its rule or, as appropriate, the alcohol misuse or anti-drug rules of the Federal Railroad Administration or the Federal Highway Administration. The direct recipient of federal funding is legally responsible to FTA for complying with the alcohol and drug testing rules, even though another public or private entity is providing the services.

The final rules are in the Feb. 15, 1994, "Federal Register." The preamble to the general DoT rules includes a detailed discussion on how provisions of the Americans with Disabilities Act may affect an employer's personnel actions.

DoL Backs OSHA Reform: Markup Begins

In January, Secretary of Labor Robert B. Reich announced he had sent a letter to U.S. Sen. Edward M. Kennedy (D-Mass.) and U.S. Rep. William D. Ford (D-Mich.) supporting legislative efforts to reform the Occupational Safety and Health Act (OSHAct) (see *Riskwatch* 4-93). In the letter Reich stated, "In a highly competitive global economy we cannot tolerate the high costs of workplace fatalities, injuries and illnesses. We must recognize that investment in our workers is the best investment we can all make in our future. The Department of Labor now joins you in support of rapid legislative action. We will also be able to refine our estimates of the resource needs; compliance costs; and benefits for federal, state and local government entities and the private sector. In so doing, we will take into account the bill's provisions granting the secretary flexibility with respect to small worksites and low-hazard employment, including, where appropriate, state and local government worksites and employment."

Reich also testified before the Senate Committee on Labor and Human Resources on Feb. 9, 1994. He detailed the administration's support for the reform bill S. 575, which would reform OSHAct, and its conclusions that the main elements of the bill would reduce

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M2CH17

MEDICAL LEAVE

- up to 6 months without pay
- usually can use sick leave (other paid accumulated leaves first)
- pregnancy and childbirth are usually handled as temporary medical disability; 8 weeks is considered normal (following childbirth)

Life-Threatening or Terminal Illness

Issue:
- how to manage an employee who has a terminal or life-threatening illness (aids, heart, cancer, influenza, etc.)

Allow them to work as long as possible:
- doctor's approval/supervision
- acceptable level of performance
- medical evidence that shows they are not a threat to themselves or coworkers

Confidentiality:
- who has a need to know
- all records and information are privileged unless released/disclosed by the employee

Accommodation
- must make reasonable accommodation
- safe working place - employer must maintain safe working place

FAMILY AND MEDICAL LEAVE ACT

- Federal law - 1980's
- Allows up to 12 weeks of unpaid leave a year
- For the birth or adoption of a child
- or for illness of themselves or a family member

Employer
- must pay their share of employee's insurance
- must reinstate to same or comparable job
- 2/3 of the states have more comprehensive laws (Nevada - 12 weeks paid leave)

COBRA (Consolidated Omnibus Budget Reconciliation Act)
- Federal law - 1986
- requires 36 months of continued health (medical) coverage
- covers employees and families (deceased, divorced, terminated)
- employee must (maybe) pay cost

SUNSHINE LAWS

Issue:
- if all actions of a government are done in public (doors open, "sun shines in"), actions will be understood, honest and done with - no hidden agendas

Examples:
- bargaining in public - Florida
  California (limited)
- recruitment - Florida - names public
  - Nevada - names public, Council appointees completely public

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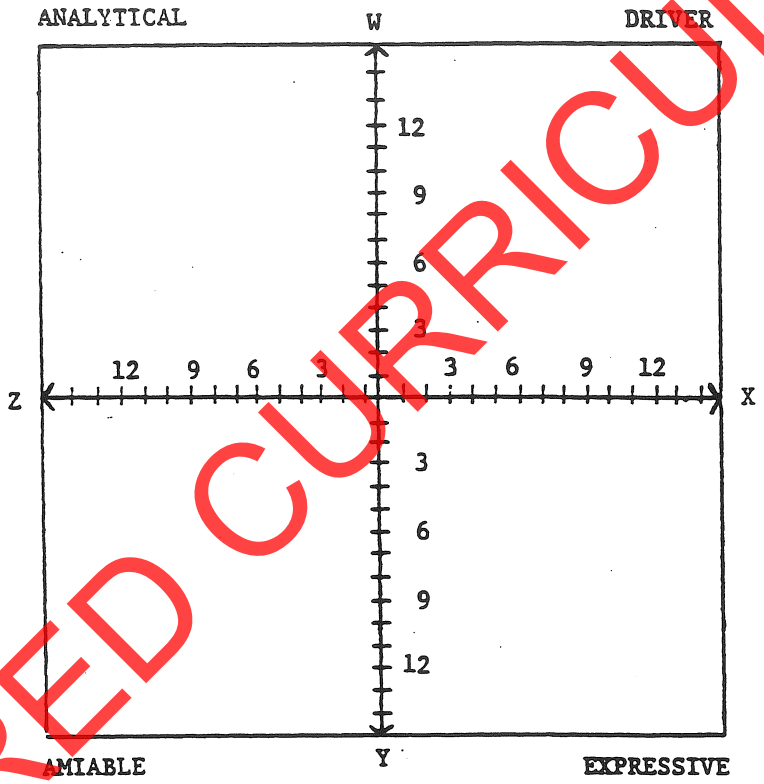
mgCH32

GRAPH OF

INTERPERSONAL INFLUENCE STYLE



NOTES:

PERSON'S NAME _____

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mzch29

TALLY SECTION

Count the number of words circled in each column and write the totals below:

Number of W's_____ Number of Y's_____

Number of X's_____ Number of Z's_____

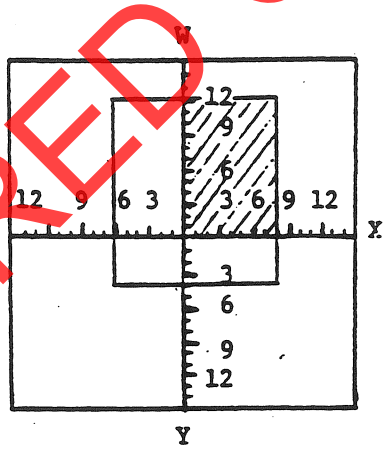
Check Total:_____ (should add up to 30)

PLOTTING THE INTERPERSONAL INFLUENCE STYLE

Take each of your four totals for W, X, Y, Z from the Tally Section and mark them on the appropriate axis. Then make a rectangle by drawing straight lines horizontally and vertically through the plotted points.

Example: W 12 Y 4

X 8 Z 6



Then lightly shade the largest rectangle in one of the four areas formed by your line and the axes. The area in which the largest rectangle rests will determine the style of Interpersonal Influence for the person scored.

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CH30

INTERPERSONAL INFLUENCE INVENTORY

Descriptive Word Groups

Reminder: Circle two words out of each of the fifteen groups of four words.

	W	X	Y	Z
1.	Task-oriented	Challenging	People-oriented	Calm
2.	Formal	Risk-taker	Warm	Careful
3.	Self-controlled	Competitive	Outgoing	Adaptable
4.	Serious	Tells	Playful	Asks
5.	Industrious	Active	Sociable	Gentle
6.	Logical	Dominant	Friendly	Trusting
7.	Systematic	Confident	Spontaneous	Modest
8.	Organized	Persuasive	Free-wheeling	Reasonable
9.	Efficient	Independent	Idealistic	Cooperative
10.	Practical	Extroverted	Creative	Thoughtful
11.	Diligent	Enthusiastic	Youthful	Supportive
12.	Thorough	Assertive	Excitable	Tactful
13.	Deliberate	Masterful	Compassionate	Receptive
14.	Detail-oriented	Emphatic	Easy-going	Consistent
15.	Productive	Urgent	Responsive	Patient

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n12CH20

Sexual Harassment Test

Please mark your answers true or false.

___ 1. Men in male-dominated workplaces usually have to change their behavior when a woman begins working there.

___ 2. An employer is not liable for the sexual harassment of one of its employees unless that employee lost specific job benefits or was fired.

___ 3. A court can require a sexual harasser to pay part of the judgment to the employee he or she harassed.

___ 4. A supervisor can be liable for sexual harassment done by one of his or her employees to another.

___ 5. An employer can be held liable for the sexual harassing behavior of management personnel, even if the employer is unaware of that behavior and has a policy forbidding it.

___ 6. It is appropriate for a supervisor, when initially receiving a sexual harassment complaint, to determine if the alleged recipient overreacted and misunderstood the alleged harasser.

___ 7. When a supervisor is talking with an employee about an allegation of sexual harassment against him or her, it is best to ease into the allegation instead of being direct.

___ 8. Sexually suggestive visuals or objects in a workplace don't create a liability unless an employee complains about them and management allows them to remain.

___ 9. The lack of sexual harassment complaints is a good sign that harassment is not occurring.

___10. It is appropriate for a supervisor to tell an employee to handle unwelcome sexual behavior themselves, if the supervisor thinks the employee is overly sensitive to or is misunderstanding the behavior.

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LABOR RELATIONS TERMS

Following are some words commonly used in labor relations with their meanings:

ARBITRATION: A method of settling disputes in which the two parties agree to submit the issue to a third party on whom they both agree with the provision that they will accept the decision as binding. Useful after negotiations have become hopelessly deadlocked.

BLACKLIST: A list of names of union members, union activists, or union leaders which is circulated among employers as a means of making it difficult for the listed persons to find employement.

CHECKOFF: Deduction of union dues from the employee's pay; done at the worker's request.

CLOSED SHOP: A shop which by union-management agreement hires only union members. Such agreements are now against the Taft-Hartley Act.

COLLECTIVE BARGAINING: A process by which employee's pay, hours of work and various other conditions of employment are settled by union and employer discussion.

ESCALATOR CLAUSE: A clause in a contract providing for an increase or decrease in pay according to a rise or fall in a cost-of-living index.

FEATHERBEDDING: The practice of having more workers assigned to a work group than are necessary to do the work.

GRIEVANCE: A complaint about any unsatisfactory condition of work.

GRIEVANCE PROCEDURE: An agreed-upon process whereby grievances arising between collective bargaining periods are given fair consideration and decisions.

INDUSTRIAL UNION: A union organized on a company or industry basis regardless of occupational titles and skills; a "vertical" union in contrast to a craft or "horizontal" union which includes persons skilled in one occupational field, but employed by more than one employer.

BOYCOTT: A refusal by union members to handle, deal with, buy, or do business with goods not produced by union labor.

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Ralph - FYI

BOB MILLER
Governor

ROSE McKINNEY-JAMES
Director

STATE OF NEVADA

RON SWIRCZEK
Administrator

DANNY EVANS
Chief Administrative Officer
(702) 687-5240
Fax: (702) 687-6150

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
OCCUPATIONAL SAFETY AND HEALTH ENFORCEMENT SECTION
Capitol Complex
1370 S. Curry Street
Carson City, Nevada 89710

October 21, 1994

Mr. Ray Brunstrom/Chief
Truckee Meadows Fire Prot. Dist.
P.O. Box 11130
Reno, NV 89520

RE: Interpretation of Standard: 29 CFR 1910.134(e)(3)(ii)

Dear Mr. Brunstrom:

This is to advise that the Division of Industrial Relations hereby recognizes 29 CFR 1910.134(e)(3)(ii) as the applicable standard regarding the use of self-contained breathing apparatus (SCBA) for interior firefighting operations in atmospheres immediately dangerous to life or health (IDLH).

Further, a minimum of four fully equipped personnel shall be present prior to entry into an IDLH atmosphere whenever SCBA or a hose mask with blower is required to be used. The four personnel shall consist of two entry and two standby personnel.

Further, although not taking a position on the minimum manning levels on fire apparatus, the term "standby men" as contained in 29 CFR 1910.134(e)(3)(ii) is interpreted as requiring the presence of a minimum of two fully equipped standby personnel before entry into an IDLH atmosphere. One standby member shall be permitted to perform other duties outside of the hazardous area, such as apparatus operator, incident commander, or technician or aide, provided constant communication is maintained between the standby member and the members of the entry team.

Enforcement of this policy by the Division shall begin sixty days from the date of this correspondence.

Sincerely,

Ron Swirczek, Administrator
Division of Industrial Relations

Danny Evans
Chief Administrative
Officer, OSHES

RS/DE/ln

cc: F. Strashiem, Regional Administrator, Federal OSHA

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U.S. Department of Labor

Occupational Safety and Health Administration
71 Stevenson Street
San Francisco, California 94105

Reply to the Attention of:

October 20, 1994

Mr. Ron Swirczek, Administrator
Division of Industrial Relations
Department of Business and Industry
400 W. King Street, Suite 400
Carson City, NV 89710

Dear Mr. Swircek:

This is in response to your letter of July 18, 1994 asking for clarification on three (3) issues pertaining to paragraph 29 CFR 1910.134(e), Use of Respirators. The answers to the issues are as follows:

- For firefighters using self - contained breathing apparatus (SCBA) during an interior attack on a structural fire or to enter an atmosphere immediately dangerous to life or health (IDLH), 29 CFR 1910.134 (e)(3)(ii) applies. Since 1910.134 is a vertical standard, the applicability of NFPA 1500 normally enforced under the General Duty Clause [5(a)(1)] cannot apply.

- The standard states that "when self - contained breathing apparatus are used in an IDLH atmosphere, standby firefighters must be present with suitable rescue equipment". The OSHA regulations specify that an identically equipped and trained team of two(2) or more individuals must be present before utilizing SCBA to enter the IDLH, potentially IDLH, or unknown atmospheres. The 29 CFR 1910.134(e)(3)(ii) paragraph is intended to require a minimum of two (2) as standbys before initiating an interior firefighting operation at a structural fire ("2 in and 2 out" concept).

Your draft October 19, 1994 standards interpretation of the 29 CFR 1910.134(e)(3)(ii) is correct as provided to our office and is consistent with federal OSHA's policy with regards to the question.

Should you have further questions, please do not hesitate to call Gabe Gillotti of our Office of Technical Support at (415) 744-7118.

Sincerely,

Frank Strasheim
Regional Administrator

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OCT 25 1994
ADMINISTRATOR
INDUSTRIAL RELATIONS

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COMMANDMENTS OF COLLECTIVE BARGAINING

1. Thou shall choose any bargaining team carefully, and have one spokesman.
2. Thou shall know well the other team.
3. Thou shall anticipate the issues.
4. If you intend to say no, say it at the beginning.
5. Thou shall not ask for something you always have.
6. Thou shall not become angry unintentionally.
7. Thou shall not engage in piecemeal negotiations.
8. Thou shall attempt to trade small things for big things.
9. Thou shall keep open all communications.
10. Thou shall reduce in writing what has been agreed upon.
11. Thou shall identify the final offer and go no further.
12. Thou shall not agree to recommend something that will not be acceptable.
13. Thou shall remember the other person's face is tender.
14. Thou shall not bluff.

Maintain a sense of humor.
Do not get personal.
Take very good notes.

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M2C-68

CIVIL RIGHTS ACT OF 1991

PURPOSE:

1) to provide remedies for intentional discrimination and unlawful harrassment in the work place;

2) to codify the concepts of "business necessity and job relatedness" which are pertinent to an employers defense in certain disparate impact lawsuits;

3) to confirm statutory authority and provide guidelines for disparate impact law suits under Title VII of the Civil Rights Act of 1964 and to respond to recent decisions of the U.S. Supreme Court, by expanding the scope of civil rights in order to provide adequate protection.

TITLE I

.clarifies/overrules 8 recent U.S. Supreme Court decisions
.amend 5 civil rights statutes including TitleVII

SPECIFIC CHANGES

. greatly expands the ban against racial discrimination
.provides for the first time damages to victims of race, sex, religious, national and origin and disability discrimination.
. shifts back the burden of showing business necessity in disparate impact cases to employer(overrules Ward Cove).
.bans use of differential test score cutoffs.
.mixed motive employment decisions (Price Waterhouse) are illegal.
. retroactive challenges to consent decrees are barred
.job bias protection under ADA is extended to Americans who work overseas for U.S. companies
.expert fees may be awarded to prevailing parties
.expands time limit for challenging senioity systems
.EOC complaintants must be notified by EOC when charges have been dismissed.
.extended EOC protections to employees of legislative agencies, elected state and local government persons and Presidential employees.
.law went into effect 11-21-91
.specifically overturned:
Patterson vs. J. McLean Credit Union
Price Waterhouse vs.Hopkins
Wards Cove Packing co. vs. Antonio
.restored Griggs vs. Duke Power
Runyon vs. McCrary (protections against retaliation and harassment).
.punitive damages for intentional discrimination.
.right to a jury trial

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BARCLAYS CALIFORNIA CODE OF REGULATIONS

Register 91, No. 8 | CALIFORNIA REGULATORY CODE SUPPLEMENT | February 22, 1991

DIGEST OF NEW REGULATIONS

CALIFORNIA REGULATORY CODE SUPPLEMENT DIGEST

Publisher: R. Michael James
Editor-in-Chief: Fred Barstein, J.D.
Editor: Martha C. Woodworth, J.D.

OFFICIAL PUBLICATION

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SUMMARIES OF NEW REGULATIONS

For subscribers to the amendment service for
Title 8. Industrial Relations
Division 1. Department of Industrial Relations
Chapter 4. Division of Industrial Safety
Subchapter 7. General Industry Safety Orders
Includes all amendments to regulations approved by the Office of Administrative Law and filed with the Secretary of State for the period 2/16/91 through 2/22/91

Title 8

CAL-OSHA Standards Board

Industrial safety orders—injury and illness prevention program

Summary: Regulatory revisions are adopted that implement new Labor Code section 6401.7, which adopts a standard requiring every employer to establish, implement and maintain an effective injury prevention program with specified elements including substantial compliance criteria for use in evaluating an employer's injury prevention program.

Previous section 3203, found in the general industrial safety orders, required the employer to inaugurate and maintain an accident prevention program which includes employee training in general and specific safety precautions, periodic inspections, and correction of unsafe conditions and work practices found during inspections.

Beginning, July 1, 1991, revised section 3203 requires the employer to establish, implement, and maintain a written injury and illness program. The required elements within the regulation provide specific criteria by which to evaluate the program. The new regulation contains the elements in a more detailed format that requires the identification of the responsible person and any system for (1) communicating with employees on matters concerning safety and health; (2) identifying and evaluating workplace hazards; (3) procedures for injury/illness investigation; (4) hazard mitigation; (5) employee training; (6) recordkeeping; and, where used, (7) criteria for a labor/management safety committee.

Various industry safety orders that previously set forth the accident prevention program are amended to incorporate the injury and illness prevention program provisions of section 3203. These changes affect the construction safety orders, petroleum safety orders, ship building safety orders, and tunnel safety orders.

Regulatory Action: Changes affect sections 1509, 3203, 6507, 6508, 6509, 6760, 6561, 6762, 8350, 8406 of title 8.

Filed: 1/16/91, **Effective:** 2/15/91, **OAL File No.:** 90-1218-01

Agency Contact: Bryce, Terry, 916-322-3640

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Subchapter 7. General Industry Safety Orders

INTRODUCTION

§ 3200. Purpose.

To fulfill the expressed social public policy of the State of California set forth in Article XX, Section 21 of the Constitution, to make full provision for securing safety in places of employment, these General Industry Safety Orders are promulgated for the guidance of employers and employees alike. Compliance with these orders may not in itself prevent occupational injuries or diseases, but will, it is believed, provide a safe environment which is a fundamental prerequisite in controlling injuries. Every employer should provide his supervisory staff with a copy of these orders and assure himself that each supervisor is familiar with those sections pertaining to the operations under his supervision.

NOTE: Authority cited for § 3200 to 4207, inclusive: Sections 6312 and 6500, Labor Code. Additional authority cited: Section 6502 and Section 142.3, Labor Code. Issuing agency: Division of Industrial Safety.

HISTORY

1. New §§ 3200 to 4191, inclusive (except as otherwise noted) filed, and §§ 4201 to 4207, inclusive, refiled 12-19-49 (Register 18, No. 8).
2. Repealer of Subchapter 7 (Groups 1-9, §§ 3210 through 4207, not consecutive) and new Subchapter 7 (Groups 1-4, 6, 8, 10, 13-16, 18, §§ 3210 through 5370, not consecutive) filed 2-1-72 as an emergency; designated effective 2-1-72 (Register 72, No. 6). For prior history, see Register 55, No. 2, Register 57, No. 13, Register 60, No. 19, Register 61, No. 26, Register 62, Nos. 1 and 21, Register 66, Nos. 23 and 38, Register 67, Nos. 18 and 38, Register 68, No. 47, Register 69, No. 9, Register 70, Nos. 1 and 25, Register 71, No. 17, Register 72, No. 2.
3. Certificate of Compliance filed 4-26-72 (Register 72, No.19).
4. Repealer of Subchapter 7 (Groups 1-9, §§ 3210 through 4207, not consecutive) and new Subchapter 7 (Groups 1-4, 6, 8, 10, 13-16, 18, §§ 3210 through 5370, not consecutive) refiled 6-1-72 as an emergency; designated effective 6-1-72. Certificate of Compliance included (Register 72, No. 23). For prior history, see Register 72, No. 20.
5. Amendment and renumbering of subsections (a)(15) through (a)(42) filed 1-31-75 as an emergency; effective upon filing (Register 75, No. 5).
6. These orders supersede the orders heretofore separately published in Title 8, Chapter 1, Subchapter 4 entitled Dust, Fumes, Vapors and Gases Safety Orders, Engine Safety Orders, Gantry-Truck Safety Orders, General Safety Orders, Laundry Safety Orders, Mechanical Power Transmission Safety Orders, Steam Shovel and Locomotive Crane Safety Orders, Safety Orders for Women in Industry and Woodworking Safety Orders.

§ 3201. Title.

These safety orders shall be known as General Industry Safety Orders.

§ 3202. Application.

(a) These orders establish minimum standards and apply to all employments and places of employment in California as defined by Labor Code Section 6303; provided, however, that when the Occupational Safety and Health Standards Board has adopted or adopts safety orders applying to certain industries, occupations or employments exclusively, in which like conditions and hazards exist, those orders shall take precedence wherever they are inconsistent with the General Industry Safety Orders hereinafter set forth.

NOTE: Unless otherwise designated in this subchapter, the phrase "division" refers to the current Division of Occupational Safety and Health or any of its predecessors including the former Division of Industrial Safety or the Division of Occupational Safety and Health Administration. Reference to the former Division of Industrial Safety or Division of Occupational Safety and Health Administration in these orders is meant to refer to their successor, the Division of Occupational Safety and Health, or any subsequent successor agency.

(b) After the date on which these Orders become effective, all installations shall conform to these Orders.

EXCEPTION: (1) Existing installations which are in compliance with safety orders, variations therefrom, in effect prior to the effective date of these safety orders, unless the hazard presented by the installation or equipment is, in the judgment of the Chief of the Division, of such severity as to warrant control by the application of the applicable sections of these orders.

(2) Facsimiles, replicas, reproductions, or simulations when used for exhibition purposes when such compliance would be detrimental to their use for such purposes unless the hazard presented by the installation is, in the judgment of the Chief of the Division, of such severity as to warrant control by the application of the applicable sections of these Orders.

(c) Regulations herein affecting building standards, apply to any building, or building alteration, or building modification for which construction is commenced after the effective date of the regulations. Date of commencement of construction, for the purpose of this section, shall be:

(1) The advertising date for invitation of bids for State and local government projects.

(2) The building permit issuance date for other projects.

(Title 24, Part 2, Section 2-109.)

NOTE: Identification of Building Regulations. The basic building regulations for employments and places of employment contained in Title 24, State Buildings Standards Code, California Administrative Code are part of these safety orders. Pursuant to Health and Safety Code Section 18943(c), such building regulations are identified in these safety orders by the addition of a reference to the appropriate section of the State Building Standards Code (Title 24), which is added to the end of the safety order section:

(Title 24, Part X, Section XXXX.)

(d) Nothing contained in these regulations shall be considered as abrogating the provisions relating to public safety of any ordinance, rule or regulation of any governmental agency, providing such local ordinance, rule or regulation is not less stringent than these minimum standards.

NOTE: The filing date 12-19-49 shown in the History Note of Section 3200 is for the sections originally filed. The filing date of sections subsequently adopted or revised is shown in the History Note at the end of the section. Orders become effective 30 days after filing.

(Title 24, 18-3202.)

NOTE: Authority cited: Section 142.3, Labor Code. Reference: Section 142.3, Labor Code, and Section 18943(c), Health and Safety Code.

HISTORY

1. Repealer and new section filed 10-25-74; effective thirtieth day thereafter (Register 74, No. 43).
2. Repealer and new section filed 1-31-75 as an emergency; effective upon filing (Register 75, No. 5).
3. Certificate of Compliance filed 3-4-75 (Register 75, No. 10).
4. Amendment filed 7-16-76; effective thirtieth day thereafter (Register 76, No. 29).
5. Amendment of subsection (a) filed 7-6-79 as procedural and organizational; effective upon filing (Register 79, No. 27).
6. Amendment of subsection (c) and NOTE filed 5-25-83; effective thirtieth day thereafter (Register 83, No. 22). Approved by State Building Standards Commission 1-24-83.

§ 3203. Injury and Illness Prevention Program.

(a) Effective July 1, 1991, every employer shall establish, implement and maintain an effective Injury Prevention program (Program). The Program shall be in writing and shall at a minimum:

(1) Identify the person or persons with authority and responsibility for implementing the Program.

(2) Include a system for ensuring that employees comply with safe and healthy workpractices. Substantial compliance with this provision includes recognition of employees who follow safe and healthful work practices, training and retraining programs, disciplinary actions, or any other such means that ensures employee compliance with safe and healthful work practices.

(3) Include a system for communicating with employees in a form readily understandable by all affected employees on matters relating to occupational safety and health, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. Substantial compliance with this provision includes meetings, training programs, posting, written communications, a system of anonymous notification by employees about hazards, labor/management safety and health committees, or any other means that ensures communication with employees.

EXCEPTION: Employers having fewer than 10 employees shall be permitted to communicate to and instruct employees orally in general safe work practices with specific instructions with respect to hazards unique to the employees' job assignments as compliance with subsection (a)(3).

(4) Include procedures for identifying and evaluating work place hazards including scheduled periodic inspections to identify unsafe condi-

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tion: and work practices. Inspections shall be made to identify and evaluate hazards.

(A) When the Program is first established;

EXCEPTION: Those employers having in place on July 1, 1991, a written Injury and Illness Prevention Program complying with previously existing section 3203.

(B) Whenever new substances, processes, procedures, or equipment are introduced to the workplace that represent a new occupational safety and health hazard; and

(C) Whenever the employer is made aware of a new or previously unrecognized hazard.

(5) Include a procedure to investigate occupational injury or occupational illness.

(6) Include methods and/or procedures for correcting unsafe or unhealthy conditions, work practices and work procedures in a timely manner based on the severity of the hazard:

(A) When observed or discovered; and

(B) When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, remove all exposed personnel from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards.

(7) Provide training and instructions:

(A) When the program is first established;

EXCEPTION: Employers having in place on July 1, 1991, a written Injury and Illness Prevention Program complying with the previously existing Accident Prevention Program in section 3203.

(B) To all new employees;

(C) To all employees given new job assignments for which training has not previously been received;

(D) Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;

(E) Whenever the employer is made aware of a new or previously unrecognized hazard; and,

For supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.

(b) Records of the steps taken to implement and maintain the Program shall include:

(1) Records of scheduled and periodic inspections required by subsection (a)(4) to identify unsafe conditions and work practices, including person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and action taken to correct the identified unsafe conditions and work practices. These records shall be maintained for three (3) years; and

EXCEPTION: Employers with fewer than 10 employees may elect to maintain the inspection records only until the hazard is corrected.

(2) Documentation of safety and health training required by subsection (a)(7) for each employee, including employee name or other identifier, training dates, type(s) of training, and training providers. This documentation shall be maintained for three (3) years.

EXCEPTION No. 1: Employers with fewer than 10 employees can substantially comply with the documentation provision by maintaining a log of instructions provided to the employee with respect to the hazards unique to the employees job assignment when first hired or assigned new duties.

EXCEPTION No. 2: Training records of employees who have worked for less than one (1) year for the employer need not be retained beyond the term of employment if they are provided to the employee upon termination of employment.

(c) Employers who elect to use a labor/management safety and health committee to comply with the communication requirements of subsection (a)(3) of this section shall be presumed to be in substantial compliance with subsection (a)(3) if the committee:

(1) Meets regularly, but not less than quarterly;

(2) Prepares and makes available to the affected employees, written records of the safety and health issues discussed at the committee meetings and, maintained for review by the Division upon request;

(3) Reviews results of the periodic, scheduled worksite inspections;

(4) Reviews investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances and, where appropriate, submits suggestions to management for the prevention of future incidents;

(5) Reviews investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, the committee may conduct its own inspection and investigation to assist in remedial solutions;

(6) Submits recommendations to assist in the evaluation of employee safety suggestions; and

(7) Upon request from the Division, verifies abatement action taken by the employer to abate citations issued by the Division.

NOTE: Authority cited: Sections 142.3 and 6401.7, Labor Code. Reference: Sections 142.3 and 6401.7, Labor Code.

HISTORY

1. New section filed 4–1–77; effective thirtieth day thereafter (Register 77, No. 14). For former history, see Register 74, No. 43.
2. Editorial correction of subsection (a)(1) (Register 77, No. 41).
3. Amendment of subsection (a)(2) filed 4–12–83; effective thirtieth day thereafter (Register 83, No. 16).
4. Amendment filed 1–16–91; operative 2–15–91 (Register 91, No. 8).

§ 3204. Access to Employee Exposure and Medical Records.

(a) Purpose. The purpose of this section is to provide employees and their designated representatives and authorized representatives of the Chief of the Division of Occupational Safety and Health (DOSH) a right of access to relevant exposure and medical records. Access by employees, their representatives, and representatives of DOSH is necessary to yield both direct and indirect improvements in the detection, treatment, and prevention of occupational disease. Each employer is responsible for assuring compliance with this section, but the activities involved in complying with the access to medical records provisions can be carried out, on behalf of the employer, by the physician or other health care personnel in charge of employee medical records. Except as expressly provided, nothing in this section is intended to affect existing legal and ethical obligations concerning the maintenance and confidentiality of employee medical information, the duty to disclose information to a patient/employee or any other aspect of the medical–care relationship, or affect existing legal obligations concerning the protection of trade secret information.

(b) Scope and Application.

(1) This section applies to each employer who makes, maintains, contracts for, or has access to employee exposure or medical records, or analyses thereof, pertaining to employees exposed to toxic substances or harmful physical agents.

(2) This section applies to all employee exposure and medical records, and analyses thereof, of employees exposed to toxic substances or harmful physical agents, whether or not the records are related to specific occupational safety and health standards.

(3) This section applies to all employee exposure and medical records, and analyses thereof, made or maintained in any manner by the employer, both on an in–house and on a contractual (e.g., fee–for–service) basis. Each employer shall assure that the preservation and access requirements of this section are complied with regardless of the manner in which records are made or maintained.

(c) Definitions.

(1) Access. The right and opportunity to examine and copy.

(2) Analysis Using Exposure or Medical Records. Any compilation of data, or any research, statistical or other study based at least in part on information collected from individual employee exposure or medical records or information collected from health insurance claims records, provided that either the analysis has been reported to the employer or no further work is currently being done by the person responsible for preparing the analysis.

(3) Designated Representative. Any individual or organization to whom an employee gives written authorization to exercise a right of ac-

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B. SEXUAL HARASSMENT

The following is the model sexual harassment policy adopted by the International Association of Chiefs of Police (IACP). IACP states that this model is intended to "serve as a guide for the police executive who is interested in formulating a written procedure to prevent and resolve potential sexual harassment problems. The police executive is advised to refer to all federal, state and municipal statutes, ordinances, regulations, and judicial and administrative decisions to ensure that the sexual harassment policy he or she seeks to implement meets the unique needs of the jurisdiction."

Index As: Discrimination, Harassment Policy, Sexual Harassment

I. PURPOSE
A. The purpose of this directive is:

1. To establish department policy concerning allegations of sexual harassment;

2. To establish proper reporting procedures for reporting instances of sexual harassment; and

3. Define instances, happenings and occurrences of sexual harassment.

II. POLICY
It is the policy of this department to provide a businesslike work environment free from all forms of employee discrimination including incidents of sexual harassment. No employee shall be subjected to unsolicited and unwelcomed sexual overtures or conduct, either verbal or physical. Sexual harassment will be treated as misconduct with appropriate disciplinary sanctions.

III. DEFINITIONS
A. Employee--all department personnel, both sworn and non-sworn.

B. Sexual Harassment--the deliberate or repeated behavior of a sexual nature by one employee to another that is unwelcomed, unasked for or rebuked by the other employee. The behavior can be verbal, nonverbal or physical in nature. Examples of sexual harassment could include, but are not limited to, the following:

1. Sexual comments of a provocative or suggestive nature;

2. Jokes or innuendos intended for and directed to another employee;

3. Suggestive or demeaning looks or leering;

4. Creating an intimidating, hostile or offensive working environment; and

5. Making acceptance of unwelcomed sexual conduct or advances or requests for sexual favors of any nature a condition of employment or continued employment.

IV. REPORTING PROCEDURE
A. An employee who believes he or she has been sexually harassed shall contact either the immediate supervisor, a personnel officer, or such other person designated to handle employee complaints. A report will be prepared and forwarded to the Chief of Police.

B. Allegations of unwelcome sexual harassment shall be reported by the employee immediately.

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C. Until the complaint is found to be valid, the identities of the involved shall be kept confidential.

V. COMMAND AND SUPERVISORY PERSONNEL

A. Command and supervisory personnel shall:

1. Be responsible for reporting instances of sexual harassment on appropriate department forms;

2. Be responsible for initiating immediate disciplinary action if the situation warrants same; and

3. Take immediate action to limit the affected employees from any further work contact.

C. DEADLY FORCE

"The authority to use deadly force is the most critical responsibility that will ever be placed on a police officer. No other single person has the right and the immediate means to lawfully take another's life. The consequences of a decision to use deadly force are irreversible after the fact[....] similarly, a decision not to use deadly force can also mean finality. A hesitation or conscious decision on the part of the police officer could very well result in the death of the officer or another person the officer is sworn to safeguard." (Excerpt from the International Association of Chiefs of Police Study on *Justifiable Homicide by Police*.)

[Editor's Note: There are many sections necessary to an adequate deadly force policy. Topics which should be covered include: Definitions of deadly and nondeadly force, carrying sidearms off-duty, registration of weapons, type of weapons permitted, reporting procedures following the use of deadly force, referral of officers involved in shooting incidents to appropriate counseling or stress management services, discharge of firearms at animals, firearm maintenance, firearms certification and training, administrative leave for officers involved in shooting incidents, hearings and internal investigations, and civil rights investigations by other agencies. Many policies also address the use of mace, chemical weapons, batons and the use of nondeadly force. *A Balance of Forces: Model Deadly Force Policy and Procedure* (1985), published by the International Association of Chiefs of Police, contains many meritorious suggestions. **In our Resource Center, we have gathered a good number of deadly force policies and procedures which are available to our subscribers.**

[Any policy, of course, must have as its core a statement of the circumstances under which it is permissible to use deadly force. One good statement of this central core which we have seen reads as follows: "Deadly force may not be utilized against apparently unarmed, nondangerous suspects, either present at the scene of an offense or fleeing. Such force may not be used unless it is necessary to prevent escape *and* an officer has probable cause to believe that a suspect poses a threat of death or serious physical injury to the officer or others. That is, if a suspect threatens the officer with a weapon or there is probable cause to believe that he had committed a crime involving the infliction or threatened infliction of serious physical harm, deadly force may be used if necessary to prevent escape, *and* if, where feasible, some warning has been given. Deadly force may be used when the officer reasonably believes that the action is in defense of human life, including the officer's own life, or in defense of any person in immediate danger of serious physical injury."]

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March 19

CITY OF RENO

TO: Employees in the Community Development Department

FROM: Ralph Jaeck, Community Development Director

RE: Management and Supervisor Evaluation Process

A manager and supervisor evaluation process has been adopted as part of an ongoing effort to improve management skills within the organization. The attached evaluation form is designed to be used as a tool with which you can help your supervisor identify the areas in which he or she is strong in and those areas which need improvement. The feedback which you are being asked to provide is the key to the success of this process.

Please use the comments sections freely to elaborate on any category of questions and to provide suggestions that could make this evaluation more useful. A thoughtful, constructive evaluation will benefit not only your supervisor, but the entire organization as well. If you have rated your supervisor at either extreme, i.e., a 1 or 5, please use the comments sections to help explain your perception. A "Not Applicable" choice has been provided for any questions you feel do not apply to you.

It should be stressed that this evaluation process is not meant to be a substitute for direct communication between you and your supervisor. You are encouraged to meet with your supervisor throughout the year to discuss any concerns or suggestions. In addition, if you would like to discuss this evaluation and any of your comments in greater detail, you can contact me directly.

After you complete the evaluation form, please return it in the attached envelope by _____. Your numerical ratings and comments will be compiled with those of the other employees in your department performing the evaluation and put in summary form to ensure anonymity. The summarized results, NOT individual evaluation forms, will be reviewed with your supervisor during his/her annual review process.

Thank you for your participation in the supervisor evaluation process.

Attachments

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SUPERVISORY EVALUATION
THIS EVALUATION IS CONFIDENTIAL

Supervisor you are evaluating_____

Evaluation period_____

Rating Scale:

1	2	3	4	5	N/A
Never	Seldom	Sometimes	Frequently	Always	Not Applicable

COMMUNICATIONS

		Rating					
1.	When assigning a task, does your supervisor fully explain what is to be accomplished and when it should be completed?	1	2	3	4	5	N/A
2.	Does your supervisor keep employees informed on matters occurring throughout the department and the City?	1	2	3	4	5	N/A
3.	Does your supervisor encourage input from employees on matters affecting the overall organization?	1	2	3	4	5	N/A
4.	Does your supervisor praise you for a job well done?	1	2	3	4	5	N/A
5.	Does your supervisor provide prompt and constructive criticism for a job not well done?	1	2	3	4	5	N/A
6.	Does your supervisor keep superiors informed about department activities?	1	2	3	4	5	N/A
7.	Does your supervisor communicate ideas clearly and concisely?	1	2	3	4	5	N/A
8.	Is your supervisor a good listener who tries to understand your point of view?	1	2	3	4	5	N/A

COMMENTS ON COMMUNICATIONS:

_____

_____

_____

_____

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TECHNICAL/PROFESSIONAL EXPERTISE

		Rating					
1.	Does your supervisor function on a professional basis in all situations?	1	2	3	4	5	N/A
2.	In your opinion is your supervisor technically competent to fulfill his/her responsibilities?	1	2	3	4	5	N/A
3.	In dealing with areas outside your supervisor's expertise, does he/she know where to get assistance?	1	2	3	4	5	N/A
4.	Does your supervisor recognize good work and know how to make the best use of it?	1	2	3	4	5	N/A
5.	Does your supervisor use sound problem-solving/decision-making techniques?	1	2	3	4	5	N/A
6.	Does your supervisor make an effort to keep current on changing technologies and new developments in his/her field?	1	2	3	4	5	N/A

COMMENTS ON TECHNICAL/PROFESSIONAL EXPERTISE:

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EMPLOYEE DEVELOPMENT

		Rating					
1.	Does your supervisor provide training opportunities on proper job techniques and on City policies and procedures?	1	2	3	4	5	N/A
2.	Does your supervisor develop subordinates for greater responsibility?	1	2	3	4	5	N/A
3.	Does your supervisor provide your annual evaluation regularly as scheduled?	1	2	3	4	5	N/A
4.	Does your supervisor make you aware of performance strengths and deficiencies on a timely basis?	1	2	3	4	5	N/A
5.	Does your supervisor take corrective actions to improve your performance?	1	2	3	4	5	N/A
6.	Is your supervisor unbiased with respect to race, age, sex, or cultural origin when dealing with you or other employees?	1	2	3	4	5	N/A
7.	Does your supervisor clearly define your job duties and responsibilities?	1	2	3	4	5	N/A

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COMMENTS ON EMPLOYEE DEVELOPMENT:

_____

_____

_____

_____

_____

QUESTIONS AND ANSWERS ON COLLECTIVE BARGAINING

A PRACTITIONER'S GUIDE

Midwest Center for Public Sector Labor Relations

Indiana University

School of Public and Environmental Affairs

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The development of this material was made possible in part by a grant from the USS. Civil Service Commission, Chicago Region, under the intergovernmental Personnel Act (P.L. 91-648). However, the Commission is not responsible for the accuracy of the material or the conclusions it contains.

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QUESTIONS AND ANSWERS ON COLLECTIVE BARGAINING
A PRACTITIONER'S GUIDE

INTRODUCTION

This series of questions and answers is intended to educate public sector labor relations practitioners about the process of collective bargaining. It describes fundamental concepts of the bargaining process itself such as scope of bargaining and good faith bargaining. It gives detailed instructions on how to best prepare for collective bargaining and make proposals. It explains how to initiate collective bargaining, focusing on items to be discussed at the first, the second, and the following negotiating sessions. Finally the questions and answers center on how to be effective at the bargaining table.*

THE COLLECTIVE BARGAINING PROCESS

PURPOSE OF NEGOTIATIONS

Q: WHAT IS THE PURPOSE OF COLLECTIVE BARGAINING?

A: To make decisions bilaterally about wages, hours, and conditions of employment, with employees and management sharing in the process.

Q: WHAT IS THE ALTERNATIVE TO COLLECTIVE BARGAINING?

A: One alternative is the traditional unilateral decision making by management. This system, which existed before employees organized, and which still exists today is some workplaces, allowed management to make al the decisions affecting employees.

Q: ARE THE DECISIONS MAKE DURING THE COLLECTIVE BARGAINING PROCESS BINDING?

A: Absolutely. The parties are bound to their decisions about the bargaining issues by a written agreement. The negotiations which culminate in this written agreement are important because the resulting contract sets up rules and responsibilities which bind both employees and management for the future until another contract is negotiated.

Q: IS THERE NO WAY TO ERASE MISTAKES WHICH WERE MADE DURING NEGOTIATIONS AND WRITTEN INTO THE CONTRACT?

A: No. These mistakes cannot be erased during the life of the contract unless both parties agree to make an alteration. The duration of many collective bargaining contracts in the public sector is two years. This means that successful employee-employer relations on a day-to-day basis may be jeopardized for up to two years by ineffective collective bargaining.

Q: WHAT PURPOSE FOES COLLECTIVE BARGAINING SERVE IN THE PUBLIC SECTOR?

A: It nurtures a healthy relationship between labor and management enabling them to solve disagreements peacefully without disrupting the delivery of

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services to the public.

Q: DOES COLLECTIVE BARGAINING ELIMINATE CONFLICT BETWEEN LABOR AND MANAGEMENT?

A: No. Disagreements between labor and management are normal and conflict between the two parties almost inevitable, given their different values and priorities. The American system of labor relations does not pretend to dispel this conflict. In fact, bargaining over competitive items emphasizes the differences between labor and management. However, collective bargaining is intended to set up procedures which channel this conflict in the most productive direction possible. Collective bargaining offers a means to resolve these conflicts and to avoid hostility, suspicion, and a spirit of non-cooperation. Through face-to-face bargaining it is hoped that labor and management can solve their disagreements with the least disruption in the delivery of services to the public.

SCOPE OF BARGAINING

Q: WHAT IS THE SCOPE OF BARGAINING?

A: The range of topics that public employers are required by state law to bargain over with their employees. This list of required topics varies from state to state, but usually includes wages, hours, and terms and conditions of employment.

Q: WHAT IS MEANT BY A BROAD SCOPE OF BARGAINING OR A NARROW SCOPE OF BARGAINING?

A: A broad scope of bargaining means that the state law requires public employers to bargain over virtually all items connected with wages, hours, and working conditions. On the other hand, a narrow scope of bargaining refers to bargaining which is restricted by state law to matters directly related to wages and wage-related fringe benefits.

Q: WHAT ARE MANDATORY TOPIC OF BARGAINING?

A: Those topics that must be bargained over by state law. One side may insist upon reaching an agreement over such a mandatory topic and if no agreement is reached the parties must use impasses procedures to resolve the conflict. The usual types of impasse procedures are mediation, fact-finding, and arbitration.

Q: WHAT ARE PERMISSIBLE TOPICS OF BARGAINING?

A: The law permits the parties to bargain over permissible topics, if they mutually consent to do so. However, they are not required to reach agreement over permissible items as they are over mandatory items. this is the difference between mandatory and permissible topics. The means that one party may not insist upon reaching an agreement over a permissible topic to the point of impasse. Impasse procedures are not invoked to resolve controversy over permissible items as is the case when a deadlock is reached over a mandatory topic.

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Q: WHAT ARE ILLEGAL ITEMS OF BARGAINING?

A: Topic which are specifically exempted by law from the bargaining process. An example of an illegal item is a "closed shop" provision. This can never be a subject of collective bargaining between labor and management.

Q: WHAT IS MEANT BY MANAGEMENT RIGHTS?

A: Those rights of management which are necessary to manage work operations effectively. These rights are considered beyond the scope of bargaining. The need for management toot carry out its operations effectively is recognized by labor, management, and state law, especially in the public sector where much of the work is prescribed by law and directly affects the well-being of the public.

Q: WHAT ARE THESE MANAGEMENT RIGHTS?

A: Most state laws grant management the following rights which are considered beyond the scope of bargaining.

* the right to direct the work force
* the right to establish policy
* the right to hire, promote, demote, transfer, assign, retain, lay off, and recall employees
* the right to discipline, suspend, or discharge employees for just cause and according to the applicable law
* the right to maintain efficiency
* the right to take all actions necessary to carry out the mission of the agency mandated by law

Q: MUST EACH RIGHT OF MANAGEMENT BE WRITTEN SPECIFICALLY INTO THE STATE LAW IN ORDER TO BE RECOGNIZED AS VALID AND BEYOND THE SCOPE OF BARGAINING?

A: No. Management rights is such a well established concept in labor relations that even if they are not specifically defined in the state law, the board or commission responsible for implementing the state labor law will usually hold these rights to be part of the management function. These agencies will normally rule that the rights of management necessary to carry out its operations effectively are beyond the scope of bargaining.

Q: DOES THIS MEAN THAT MANAGEMENT NEVER HAS TO DISCUSS ANY OF THESE ISSUES WITH THE EMPLOYEE ORGANIZATION?

A: No. Management does not have totally free hand in exercising its rights. Even though management is not bound by law to negotiate over its actual decisions in the areas reserved as management rights, it must still bargain over the impact of these decisions on employees. For example, a decision to put on a night shift of the sanitation crew may be an issue of policy and thus within the area of management's rights. Nevertheless, the <u>impact</u> of that policy decision upon employees is within the scope of bargaining. Management would have to bargain over how night shift assignments would be made, and how much

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premium pay, if any, would be provided. The decision by management to lay off employees due to revenue shortages, to cite another example, is a decision which in itself cannot be bargained over. However, the question of how seniority will affect the prospect of being laid off and the order of recall is a legitimate condition of employment and thus is subject to negotiation with employees.

GOOD FAITH BARGAINING

Q: WHAT IS MEANT BY GOOD FAITH BARGAINING?

A: This is one of the primary obligations imposed upon public employers by labor law, it also applies to the employee union. The law usually defines "good faith bargaining" as:

> "To bargain in good faith means the mutual obligation of the employer and the employee organization to meet at reasonable times and negotiate in good faith over mandatory subjects of bargaining, and to incorporate any agreement reached into a written contract, but this does not obligate either party to agree to a proposal or require the making of a concession."

Q: WHAT MUST MANAGEMENT OF TO PRACTICE GOOD FAITH BARGAINING?

A: The practical meaning of "good Faith bargaining" has evolved over years of experience in private sector bargaining. Basically, management must sincerely try to reach an agreement to satisfy the terms of good faith bargaining. Specifically, management must:

* approach bargaining with an open mind, being accessible to persuasion
* follow procedures which will enhance the prospects of a negotiated settlement
* regard all items within the scope of bargaining as rightfully negotiable and as problems that should be solved bilaterally
* be willing to meet as often as necessary to reach agreement, albeit at reasonable hours and for reasonable periods of time
* discuss the demands of employees freely and fully, and justify negative reaction to these demands with reasons
* consider compromise proposals in an effort to find a mutually satisfactory basis for agreement
* give information to the union which it must have to bargain responsibly on behalf of the employees

Q: IS BARGAINING IN GOOD FAITH MERELY A LEGAL OBLIGATION ON THE PART OF MANAGEMENT?

A: Absolutely not. Perhaps more than any other behavior, good faith bargaining establishes the respect and trust during negotiations that determine the quality of the whole labor-management relationship. Good faith bargaining is a practical necessity. It goes beyond legal obligations. Once a union is chosen by employees, a new kind of long-term relationship begins. The union will not go away. Unions are rarely dislodged from their positions as bargaining

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agents. And, even if the employees vote out a particular union, another one will usually replace it in the same vote. Therefore, bad faith bargaining not only runs afoul of the law, but sets a tone in the labor-management relationship that is disruptive and counterproductive. Bad faith bargaining by management will bring a vengeful counter attack by the union, immediately or in the future when it gathers greater strength.

GOAL OF BARGAINING

Q: WHAT ARE THE GOALS WHICH MUST BE ATTAINED IN ORDER TO HAVE A SUCCESSFUL BARGAINING RELATIONSHIP BETWEEN LABOR AND MANAGEMENT?

A: There are four primary goals of collective bargaining:

* to settle competitive issues
* to settle cooperative issues
* to maintain face with constituents
* to establish a workable relationship with the other party

Q: ONE OF THE GOALS OF SUCCESSFUL BARGAINING IS TO SETTLE COMPETITIVE ISSUES. WHAT ARE COMPETITIVE ISSUES?

A: Items in bargaining that are perceived by either or both parties as being win-lose items, such as wages and wage-related fringe benefits. It is commonly thought that all labor negotiations are composed of competitive issues one side, typically the union, trying to win from the other side, management, a concession it does not want to make. for example, if a city agrees to a wage package with a total cost of $500,000, that leaves exactly $500,000 less for the city to use on capital costs, expansion, maintaining its physical plant, and its other needs.

Q: ARE MONEY MATTERS ALWAYS COMPETITIVE ISSUES OF BARGAINING?

A: Generally, but not always. For instance, a wage increase may be necessary to attract quality employees and both management and labor will profit from this, creating a win-win situation over a money matter. It is also possible for non-economic issues to be win-lose items. For instance an agreement to "promote from within first" may prevent the public employer from taking advantage of a loose labor market to hire highly qualified people. In this case, the union wants promotion from within, a concession that management does no want to make. However, the majority of competitive issues concern wages and economic benefits that affect the distribution of a limited "economic pie."

Q: WHAT ARE COOPERATIVE ISSUES IN BARGAINING?

A: A wide range of subjects which can be resolved to benefit both labor and management, thus creating a win-win situation. Examples of cooperative issues are affirmative action and on-the-job safety. Such issues might be settled by the creation of a labor-management study committee.

Q: MAINTAINING FACE WITH CONSTITUENTS IS ONE GOAL OF A

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SUCCESSFUL BARGAINING RELATIONSHIP. WHAT IS MEANT BY "MAINTAINING FACE WITH CONSTITUENTS?"

A: Recognizing and dealing effectively with the conflicting needs of the negotiating team's own constituents so that all the individuals the team represents are confident that their bargaining team is doing its best to protect their interests. The bargaining teams of both labor and management represent organizations made up of diverse groups. This means that extensive bargaining must go on within the management group itself and within the bargaining unit of employees. All the special interests within each group must be reconciled before bargaining representatives can go to the table and represent a coherent stance. Ideally this reconciliation should go on prior to formal negotiations so that consensus can be reached on the goals and objectives of both labor and management before they meet each other at the table. This enables each bargaining team to present a united front in negotiations. The process of striving for consensus within the labor or management organization is called "constituent bargaining" or "intra-organizational bargaining."

Q: WHAT IS MEANT BY CONSTITUENT BARGAINING OR INTRA-ORGANIZATIONAL BARGAINING?

A: The two terms are synonymous. They refer to the attempt by each bargaining team to reach consensus within the group it will represent at the bargaining table. The bargaining representatives try to reconcile the diverse demands and interests within the management group or the group of employees, whichever is the case.

Q. WHY IS IT IMPORTANT FOR THE UNION TO MAINTAIN FACE WITH ITS CONSTITUENTS?

A: Because a union is a political organization, if it does not want the employees to vote it out in favor of a rival union, it must convince the employees that it can best represent their interests to management.

Q: WHAT ARE SOME OF THE DIFFERENT INTEREST GROUPS THAT A PUBLIC SECTOR EMPLOYEE UNION MUST REPRESENT?

A: Interest vary according to personal and occupational differences. Within a single bargaining unit, the union may have to represent the conflicting interest of:

*	senior	v.	new employees
*	older	v.	young employees
*	male	v.	female employees
*	married	v.	single employee
*	black	v.	white employees
*	craft	v.	unskilled employees
*	professional	v.	non-professional employees
*	clerical	v.	blue collar employees
*	supervisory	v.	rank and file employees

Subdivisions of employees can form minority factions able to exert disproportionate

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pressure on union representatives because of their united position. Black, caucuses, women's groups, craft sections and professional associations can develop within the same union. There minority factions may be formally organized, or be recognized informally as an important faction whose needs must be considered during negotiations.

Q: DESPITE ALL THE SPECIAL INTEREST GROUPS THAT MAY BE PRESENT IN
A SINGLE BARGAINING UNIT OF EMPLOYEES, DON'T ALL EMPLOYEES BASICALLY WANT THE SAME THINGS?

A: No. Each group has special concerns and different ideas about achieving their goals. The different interests of these groups can lead to contradictory pressures upon the inion negotiating team. For instance, older employees may prefer a retirement plan over increased vacation leave. Higher paid employees such as those in skilled trades may seek percentage wage increases to protect the distinction between them and the unskilled workers. Professional employees often are less concerned about age increases than with establishing or maintaining no-economic prerequisites common to their profession. A Black caucus or a women's group may pressure the union to alter a seniority system which they perceive as perpetuating discriminatory hiring practices.

Q: DO CONFLICTING INTEREST GROUP WITHIN AN EMPLOYEE BARGAINING UNIT REALLY AFFECT THE PERFORMANCE OF THE UNION NEGOTIATING TEAM?

A: Yes. These contradictory interests within the union affect its negotiating strategy from the drafting of proposals to the ratification of the contract. If management realizes that these internal pressures within the union exist, it can better understand and predict the positions the union will take during negotiations.

Q: IS MANAGEMENT COMPOSED OF DIVERSE INTEREST GROUPS WHICH THE MANAGEMENT NEGOTIATING TEAM MUST REPRESENT?

A: Yes. The management negotiating team experiences the same pressures from diverse interest groups that the union negotiating team does. Within Urban management, these are department heads, personnel directors, budget officers, and legal counsel, all with different concerns. In addition to the diverse interest groups within management, the funding agency or legislative body is another interest group which must be satisfied by the management negotiating team.

BARGAINING IN A POLITICAL SETTING

Q: WHAT PART DOES PUBLIC PRESSURE PLAY IN NEGOTIATIONS?

A: The interests of the taxpayers, particularly when they are represented by a vocal organization, must be considered when the settlement affects the tax rate or the quality of government services. Negotiated settlements must be politically acceptable. While the citizens are usually not too actively involved in

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the negotiations, the long run impact of a high cost agreement upon the political future of elected officials must always be considered.

Q: ARE THERE OTHER PRESSURE GROUPS THAT INFLUENCE THE MANAGEMENT NEGOTIATING TEAM BESIDES MANAGEMENT PERSONNEL, ELECTED OFFICIALS, AND TAXPAYERS?

A: Yes. Public employers in other jurisdictions may exert pressure to "hold the line" on wage and benefit concessions, because these concessions will then be expected by employees in other cities and counties. These top-level public managers exert pressure at private meetings or through more officially recognized forums such as municipal associations. Most top-level public managers have regular contracts with their counterparts in other cities, counties, towns , school districts, and state governments.

Q: ARE NEGOTIATING TEAMS NEUTRAL INDIVIDUALS WHO TAKE ON THE CONSENSUS OF ALL THE SPECIAL INTEREST GROUPS THEY REPRESENT? OR DOES ONE MEMBER OF A TEAM REPRESENT A CERTAIN INTEREST GROUP AND ANOTHER TEAM MEMBER A DIFFERENT INTEREST GROUP, AND SO FORTH?

A: A negotiating team for the union will often contain members from each large interest group. It may contain one member from the largest department in the city, another member may be a skilled employee even though the majority of employees in the bargaining unit are unskilled. Not all special interest will be represented in the bargaining team, but each special interest group may be called in to give testimony about it's particular problems within a department or shop. In this way, the negotiating team is aware of the concerns of the diverse interest groups, even if a representative of each interest group cannot be on the negotiating team.

Management negotiating teams are made up in a similar way. The team is usually structured to represent the various areas of expertise within the local government administration, for instance, the legal division, the budget division, and the personnel office. Department heads from the departments most affected are commonly included.

Q: WHY ARE NEGOTIATING TEAMS COMPOSED OF REPRESENTATIVES FROM SPECIAL INTEREST GROUPS WITHIN MANAGEMENT OR LABOR?

A: Because these individuals can carry back to the "in-house" groups they represent an understanding of how and why the decisions were made during negotiations. This inspires confidence that the group's interests were not "sold out" in favor of other groups within the organization. In the case of the management negotiating team, a representative is chosen from each of the areas of expertise - legal, personnel, and budget - to bring together sufficient expertise for adequate representation of city interests.

Q: IF NEGOTIATING TEAMS ARE COMPOSED OF REPRESENTATIVES OF SPECIAL INTEREST GROUPS FROM WITHIN LABOR OR MANAGEMENT,

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DOESN'T THIS CAUSE STRIFE WITHIN EACH NEGOTIATING TEAM ITSELF?

A: Yes. There is a certain amount of internal conflict as these persons strive to protect their own interests and assert their influence within the negotiating team.

Q: WHAT IS MEANT BY ATTITUDINAL BARGAINING?

A: Behavior during negotiations intended to shape the attitudes of the party on the other side of the bargaining table. Attitudinal bargaining rarely results in specific items in the contract. This shaping of attitudes occurs on a personal level - the negotiators for labor and management alike want to be perceived as authoritative, competent, trustworthy, and responsible. On an organizational level, each side wishes the other side to view its interests as legitimate.

Q: WHAT ARE THE DIFFERENT CONCERNS THE MANAGEMENT AND THE UNION NEGOTIATING TEAMS HAVE IN ATTITUDINAL BARGAINING?

A: Many of the concerns are the same, each side wants the other side to view its members as authoritative and its interests as legitimate. But the union wants management to accept it as the bona fide representative of the employees. The union wants management to know it will not disappear despite the employer's intransigence. The union wants management to know it doesn't want to "take over," but merely to insure that employees have a say in the matters that affect them directly. On the other hand, management has a legal obligation to manage its resources in the best possible way to deliver services to the public. Management wants the union to know that it must protect the public interest, a key concept for management to instill in the collective bargaining relationship.

Q: WHAT ARE THE MAJOR DIFFERENCES BETWEEN BARGAINING IN THE PUBLIC SECTOR AND THE PRIVATE SECTOR?

A: In one word, politics. Because of its accountability to the public, management in the public sector is not the final authority and the negotiators for management do not represent a unified front. Sometimes public sector unions bypass the negotiator and try to bring political pressure on elected officials directly or "go to the public" by telling their story to the media.

Q: WHY IS IT SAID THAT PRIVATE SECTOR MANAGEMENT PRESENTS A UNIFIED FRONT IN NEGOTIATIONS WHILE PUBLIC SECTOR MANAGEMENT DOES NOT?

A: In the private sector, the spokesman for management with the authority to make an offer in negotiations is backed up by the power to <u>fund</u> that offer. Private sector management tends to be centralized. The private sector union knows that whatever concessions it wins will come from across-the-table negotiations. However, in the public sector, the management spokesperson often does not have the final authority to make an offer and does not represent a unified management. This is often caused by the fact that the negotiating team is composed of officials from the executive branch while final approval for

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funding must come from the legislative branch; the city council or state legislature. A poor relationship may exist between the executive and legislative branches of government or the local government bay be divided by a high degree of partisan politics.

Q: WHAT IS END RUN BARGAINING?

A: A tactic used by public sector employee unions in which they circumvent the collective bargaining process by appealing directly to elected officials, usually the funding agency. A direct appeal to the Mayor or City or County Council is effective from the union standpoint wherever a poor relationship exists between the executive and legislative branches of government, or where the government is divided by a high degree of partisan politics. If the management negotiator does not represent a unified management, public sector unions have found they gain more bypassing the negotiator and trying to bring political pressure to bear directly on elected officials.

Q: IS END RUN BARGAINING EVER SUCCESSFUL IN RESOLVING CONFLICTS BETWEEN PUBLIC SECTOR UNIONS AND MANAGEMENT?

A: No, such tactics destroy productive bargaining in the long run. Once a union successfully evades a strong bargaining stance made at the bargaining table, it will be reluctant to limit its activities to the negotiations room. The union will be constantly tempted to get the city council to top the last offer made at the table by the official negotiators for management. Regardless of motives, any city council member who tries to play hero by privately making an offer to the union which betters the final offer of the city's bargaining team destroys the possibility of productive bargaining.

Q: WHAT IS SUNSHINE BARGAINING?

A: This occurs when either or both negotiating teams present their sides to the public directly or, more often, through the media. Going to the public may take the form not only of seeking media coverage of a certain portion, but also of describing the other side as unreasonable and unwilling to bargain in good faith.

Q: IS SUNSHINE BARGAINING BENEFICIAL TO SUCCESSFUL BARGAINING?

A: There is much disagreement over whether sunshine bargaining benefits the collective bargaining relationship between labor and management. Most experienced negotiations have misgivings about sunshine bargaining. They think that bargaining in public makes compromise difficult. For example, the newspaper is able to cover a negotiating session because it is open to the public. The paper reports that negotiators for the union have asked for a 15 percent wage increase. Union members read this and their expectations are raised so high they decide not to accept a contract with only a 7 percent increase. Management faces the same problem of increasing or lowering the expectations of the tax-paying public which creates more dissatisfied citizens when a final settlement is reached.

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PREPARING FOR NEGOTIATIONS

ORGANIZATION FOR BARGAINING

Q: IS IT IMPORTANT FOR PUBLIC SECTOR MANAGEMENT TO PREPARE FOR NEGOTIATIONS?

A: Yes. Management should prepare its attitudes, its organization, and its information before going to the bargaining table. Too often this is not done in the public sector. If management is not prepared, negotiations become merely a series of reactions by management to union proposals with the union backing up its proposals with information. If the union fails to cost out its proposals adequately, many hours can be spent debating over whether proper figures and formulas are being used. The same is true for contract language. If no research has been conducted by either party on sample contract clauses, many unnecessary hours can be spent "reinventing the wheel," laboriously drafting new language to cover common problems.

Q: HOW SHOULD MANAGEMENT PREPARE FOR NEGOTIATIONS?

A: By preparing specific proposals and gathering the data necessary for explaining proposals, as well as costing out counterproposals. Local government is complex and such preparation cannot be left to one or two individuals working in the office independently of the rest of management. Preparing for bargaining must be a team effort. Experts at all levels of management - the personnel officer, the budget director, the legal counsel - should all be involved. Preparation may include surveys of line supervisors, and discussions among the top level of administrators in the governmental unit. Contacting all levels of management in the city or county is especially important.

Q: WHO SHOULD COORDINATE THE EFFORTS OF PREPARING FOR NEGOTIATIONS?

A: The person selected to be chief spokesperson at the bargaining table.

Q: HOW DOES EXTENSIVE PREPARATION BY MANAGEMENT FOR NEGOTIATIONS BENEFIT MANAGEMENT?

A: By preparing for negotiations, management avoids agreeing to a proposal which has hidden costs that significantly change its value. Management can present its own proposals for consideration by the union instead of merely reacting to union proposals. This gives management a positive position to take in negotiations. Extensive preparation lays a better groundwork for informed compromise, it saves hours of time in negotiations that would otherwise be spent in last minute research. Preparing sample contract language saves both parties from arduously constructing acceptable language for each new non-economic item in the contract. Preparation gives the parties an understanding of how other jurisdictions handled the same problems they're having.

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Q: WHO SHOULD BE ON MANAGEMENT'S NEGOTIATING TEAM?

A: This is one of the most important decisions for management in the whole collective bargaining process. A mix of representatives from the personnel and budget offices with representatives from the departments with the biggest operations, such as the Sanitation Department or the Department of Public Works, is the most common choice. Often the city attorney will be on the negotiating team and may act as chief spokesperson.

Q: WHAT IS THE ADVANTAGE OF PUTTING IN-HOUSE STAFF ON MANAGEMENT'S NEGOTIATING TEAM?

A: The value of having the city attorney and representatives from the budget office, the personnel office, and departments with the largest operations lies in their expertise. The responsibilities these people will have in bargaining come from their individual areas of experience. The personnel officer will examine employee records for information on types of employees, age and seniority distribution, and grievances on file. The budget officer will prepare data on expected revenues, priority allocations, operating costs, and other finances. The department heads will provide background on difficulties within their operation that stem from the present contract. the know which management prerogatives they would like to see protected. They are familiar with the causes of employee dissatisfaction within their departments. The city attorney will provide advice on contractual language and the legality of union and management proposals.

Q: IS IT NECESSARY FOR MEMBERS OF MANAGEMENT TO BE ON MANAGEMENT'S ACTUAL NEGOTIATING TEAM OR CAN THEY MERELY ACT AS ADVISERS?

A: No, it is not necessary for these members of management to appear at the bargaining table. They must, however, do the preparatory research necessary to carry out informed bargaining. They should be available to the negotiators to answer questions and evaluate proposals if problems arise.

Q: SHOULD THE CHIEF EXECUTIVE OF THE LOCAL GOVERNMENT BE A MEMBER OF MANAGEMENT'S NEGOTIATING TEAM?

A: No. This is not usually done. as the final authority responsible for binding management to an agreement, the Mayor, the County Commissioner, to the Town Manager may be placed under extreme pressure during negotiations to agree on the spot to union proposals, when reflection and consultation are necessary. Another reason is that the chief executive is usually an elected official. It is better to staff the negotiating team with appointed officials to keep bargaining centered on issues rather than political personalities. Elected officials may be pressured to repay labor for its support during the official's political campaign by conceding to labor at the bargaining table. Finally, chief executives are usually unable to commit themselves fully to negotiations because of time constraints. Bargaining is a time-consuming process demanding a concentrated effort. Local government official usually have many

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other demands on their time. In addition, much of bargaining concerns detailed construction of language calling for a level of expertise the chief executive usually does not have nor need to attain.

Q: SHOULD MEMBERS OF THE CITY COUNCIL BE INCLUDED ON MANAGEMENT'S NEGOTIATING TEAM?

A: No. They are usually removed from the negotiating team for much the same reasons as the chief executive is. Elected officials may be pressured into responding to political favors that had been granted by unions earlier. They don't have the time to participate, and they lack the expertise to be valuable in collective bargaining. The political problems of elected officials are exacerbated by the bipartisan nature of most councils. As the funding body, the council will have to ratify the contract in most cases anyway. This is the time for council involvement. Because it must ratify the contract, the council should be kept informed of the progress of negotiations on a periodic basis, and the executive branch should know the approximate range of wage increases that the council will fund.

Q: SHOULD MANAGEMENT HIRE A PROFESSIONAL NEGOTIATOR TO BE ITS CHIEF SPOKESPERSON AT THE BARGAINING TABLE?

A: It should be considered. A professional negotiator brings immediate expertise on strategy and contract language. The hiring of a professional makes participation by city officials unnecessary, thus leaving them to their normal duties. The professional provides an example to in-house staff who then can develop expertise of their own. The short-term expense may be outweighed by the value of the professional negotiator's experience, particularly if management is negotiating its first contract. Hiring a professional just for negotiations provides expertise to small jurisdictions at less cost than hiring a permanent staff person.

Q: ARE THERE ANY DISADVANTAGES IN HIRING A PROFESSIONAL NEGOTIATOR TO SERVE AS CHIEF SPOKESPERSON FOR MANAGEMENT AT THE BARGAINING TABLE?

A: Yes. The professional does not stay to enforce the contract once it is negotiated. If the city has not been closely involved in bargaining, it may be left with a contract it does not understand. The professional often is resented by the union and considered a "hired gun" brought in by management to overwhelm them with legalisms and tactical maneuvering. If the jurisdiction has a personnel office, it might be more beneficial to hire or train a personnel officer as a specialist in labor relations. Hiring a professional negotiator creates a dependency on outside experts that curtails the development of in-house expertise and removes the bargaining responsibility from persons directly accountable to the public.

Q: IF MANAGEMENT DECIDES TO HIRE A PROFESSIONAL NEGOTIATOR, SHOULD IT ALLOW THE PROFESSIONAL TO WORK INDEPENDENTLY OR

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SHOULD MANAGEMENT WORK WITH THE PROFESSIONAL?

A: Local officials should work closely with the professional negotiator because they are the ones who will have to live with the agreement. They must now remain aloof from the negotiations. The should view it as a learning experience, and be aware it will be their responsibility to administer the contract after the negotiations end.

Q: WHAT SHOULD MANAGEMENT DO AFTER SELECTING ITS NEGOTIATING TEAM?

A: Several arrangements must be made. Authority to bargain must be granted to the bargaining team. A chief spokesperson must be appointed. Department heads and other officials who are affected by the negotiations but not on the bargaining team should be made available for consultation when needed to supply the pertinent information in their area of expertise, and to consider union proposals directly related to their operations. Line and middle managers must be kept generally aware of the progress of negotiations in terms of settlement on certain issues, progress on other issues, and deadlock if it occurs.

Q: WHAT IS MEANT BY AUTHORITY TO BARGAIN?

A: The negotiators should be able to bargain with the authority to settle. The chief negotiator should not be perceived by the union as a "walking memo" to and from the Mayor. If this is the union's perception, the chief negotiator cannot bargain effectively. Guidelines should be set beforehand by the policymakers in local government on the range of wage increases, benefits and non-economic concessions possible. After this initial agreement, the negotiators should be able to proceed independently, with periodic reports to the elected officials and consultation with them if an alteration in the settlement seems necessary.

Q: IS THE CHIEF SPOKESPERSON MERELY A FIGUREHEAD OR DOES THAT PERSON REALLY SPEAK FOR THE WHOLE NEGOTIATING TEAM?

A: This person is definitely not a figurehead. It is essential that the team members understand that only this person is to speak during negotiations, unless it is agreed before each session begins that other members will address certain issues within their area of expertise. If the union team notices dissension within the management team, it will try to exploit that dissension and play one side of management against the other. Committee members other than the spokesperson are others to evaluate union proposals that fall within their fields of knowledge, to offer advice, and to give another perspective during caucuses.

INFORMATION FOR BARGAINING

Q: WHAT SPECIFIC INFORMATION DOES THE MANAGEMENT NEGOTIATING TEAM NEED BEFORE GOING TO THE BARGAINING TABLE?

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A: It is essential that the team prepare its own bank of information in preparation for negotiations. This should include extensive information on wages, economic benefits, non-economic benefits, contract language, ability to pay, costing out proposals, and management rights and union security. The team should understand how its own jurisdiction ranks among comparable jurisdictions in regard to wages and benefits. If the team collects this information independently, it need not rely on the union's data, which may be less comprehensive than management deems appropriate.

Q: WHAT DOES THE NEGOTIATING TEAM NEED TO KNOW ABOUT WAGES AND WHERE CAN THEY FIND THE INFORMATION IN ORDER TO PREPARE FOR BARGAINING?

A: Essential information and its sources are the following:

INFORMATION NEEDED	SOURCE
* Consumer Price Index (& other measures of inflation)	* U.S. Bureau of Labor Statistics (Local/ University Library
* Wages in comparable jurisdictions	* State Association of Counties * State Municipal League * Personal Surveys
* Wages negotiated by same union in other jurisdictions	* Union contract obtained from other employers or associations
* Wages in comparable private sector jobs	* State Chamber of Commerce * Personal surveys
* Present wage rate	* Personnel Office

Q: IN COMPILING INFORMATION ON WAGES, HOW SHOULD MANAGEMENT DEFINE "COMPARABLE" JURISDICTIONS? NO TWO MUNICIPALITIES ARE IDENTICAL.

A: The standards for comparability are always debated. When choosing other jurisdictions for comparison, the following criteria are widely used: population, amount and kind of industry, regional cost of living, average family income, assessed valuation, and type of governmental unit, such as town, city, county, or state. When choosing other jobs for comparison, in either the public or private sector, be sure that the duties of the jobs in question are comparable, not just the job titles. The title "supervisor" is frequently used in the public sector, when the job duties f a public sector "supervisor" are actually comparable to a " foreman" or "leadman" in the private sector.

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Q: IN COMPILING RESEARCH ON WAGES TO PREPARE FOR NEGOTIATIONS, HOW SHOULD MANAGEMENT COMPARE WAGES FOR PUBLIC SECTOR JOBS WITH COMPARABLE PRIVATE SECTOR JOBS?

A: When choosing private sector jobs for comparison, the most common criterion is location within or near your jurisdiction, because their employees mix socially and experience the same cost of living as the employees in your governmental unit. The operating budget of the private and the public employer should also be comparable.

Q: WHAT ARE THE OTHER ECONOMIC ISSUES BESIDES WAGES THE NEGOTIATING TEAM SHOULD BE INFORMED ABOUT?

A: The following is a summary of the most frequently negotiated economic issues other than wages:

* hours of work	* premium pay
* shift differential	* paid holidays
* vacations	* sick leave
* longevity pay	* break time
* wash-up time	* union business time
* health insurance	* dental insurance
* life insurance	* pension benefits
* disability insurance	

Q: WHAT TYPES OF INFORMATION SHOULD THE NEGOTIATING TEAM GATHER ABOUT ECONOMIC ISSUES, AND WHERE CAN THEY FIND THIS INFORMATION?

A: The following are the essential types of information and the best sources of such information:

INFORMATION NEEDED	SOURCE
* Benefits in comparable jurisdictions	* State Association of Counties * State Municipal League * Personal Surveys
* Benefits negotiated by the same union	* Union contracts from other employers of employer associations
* Benefits for comparable jobs in private sector	* State Chamber of Commerce * Personal Surveys
* Present economic benefits	* Personnel Office

Q: SHOULD LEGALLY REQUIRED BENEFITS SUCH AS WORKMEN'S COMPENSATION, SOCIAL SECURITY, AND UNEMPLOYMENT COMPENSATION BE COSTED OUT BY THE MANAGEMENT NEGOTIATING

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TEAM JUST AS OTHER ECONOMIC BENEFITS ARE?

A: Yes, they should be considered as employee benefits for the purpose of costing out union proposals. Unions often argue that since these are non-negotiable items they cannot be considered as concessions by the employer to the employees. However, the employer incurs a real cost with these programs and they clearly benefit employees.

Q: WHAT ARE THE MAJOR KINDS OF NON-ECONOMIC ISSUES WITH WHICH THE NEGOTIATING TEAM SHOULD BE FAMILIAR?

A: The major kinds of non-economic issues are:

* seniority systems (as they apply to lay off, recall assignment, and promotion)
* grievance procedures
* employee access to bulletin boards, parking facilities, etc.

Q: WHAT INFORMATION DOES THE NEGOTIATING TEAM NEED ABOUT NON-ECONOMIC ISSUES, AND WHERE CAN THEY FIND INFORMATION ABOUT THEM?

A: The following are the basic types of information about non-economic issues and the best sources of such information:

INFORMATION NEEDED	SOURCE
* Same information as ECONOMIC BENEFITS, plus	* Same sources as ECONOMIC BENEFITS
* Present personnel policies and regulations	* Personnel Office
* Language in comparable jurisdictions * Language sought by the union elsewhere	* Contracts obtained through associations or personal surveys
* Legal guarantees and constraints	* Legal counsel * State administrative agency for public employee bargaining

Q: HOW IMPORTANT IS THE ACTUAL WORDING OF THE COLLECTIVE BARGAINING CONTRACT?

A: The drafting of accurate and unambiguous contract language is a central goal for negotiators. Accurate language becomes particularly difficult in such sensitive areas as seniority and job security, defining a grievance, management rights clauses, and union security. unlike wages, contract language does not have to be compared with those jurisdictions in the surrounding area. it is

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valid to compared with those jurisdictions in the surrounding area. It is valid to compare contract language with national private sector agreements and contracts from around the country. The main problem in drafting contract language is making it clear.

Q: HOW CAN NEGOTIATORS ACHIEVE CLARITY IN CONTRACT LANGUAGE?

A: A number of collections of single clauses arranged by topic have been published for use in public sector labor contracts. There are complete sample contracts to review for clear language on many issues. The following four references are recommended.

* GOVERNMENT EMPLOYEE RELATION REPORTS (GEER) REFERENCE FILE, "Section 81: Contracts" and "Section 85: Clause Finder." The Bureau of National Affairs, Inc., 1231 25th Street, N.W.., Washington, D.C. 20037.

* PUBLIC PERSONNEL ADMINISTRATION: LABOR-MANAGEMENT RELATIONS, Vol.1: Union Contract Clauses, Prentice-Hall, Inc., Englewood Cliffs, New Jersey, 07632.

* LMRS CLAUSE REFERENCE MANUAL. Labor Management relations Service, Suite 616, 1620 Eye St. N.W., Washington, D.C. 20006.

*COLLECTIVE BARGAINING: NEGOTIATIONS AND CONTRACTS, Vol. 1: Techniques and Trends Current Settlements; Vol. 2: Basic Patterns Clause Finder. The bureau of National Affairs, Inc., 1231 25th Street, N.W. Washington, D.C. 20037.

Q: IS THERE ANY OTHER INFORMATION THE MANAGEMENT NEGOTIATING TEAM SHOULD HAVE BEFORE ENTERING INTO NEGOTIATIONS BESIDES INFORMATION ON WAGES, ECONOMIC, AND NON-ECONOMIC BENEFITS?

A: Yes. the team should know current problems of the workplace. They should ask supervisors and department heads what prerogatives they need to run their operations efficiently, their perceptions of employee desires and problems, and what kinds of demands they anticipate employees to make. the team should review grievance files to determine what parts of the contract and which personnel policies generate the most problems.

The team should also be familiar with the funding agency ability to pay. This can be determined by studying the proposed budget for the jurisdiction, estimating revenues, looking up the legal constraints on increasing revenues, and finding out the property tax, sales tax, and income tax in comparable jurisdictions..

Finally, the negotiating team should cost out its proposals by filling out a TOTAL OPERATING COST sheet, which includes all information, at an annualized rate, necessary for informed bargaining on economic items. In costing out proposals its is also necessary to have a breakdown of personnel

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data, including age distribution in five year increments, salary and job classification distribution, employee turnover rate, and length of service of employees in five year increments.

PREPARING MANAGEMENT PROPOSALS

Q: WHY IS IT IMPORTANT FOR MANAGEMENT TO BRING ITS OWN PROPOSALS TO THE BARGAINING TABLE.

A: Because collective bargaining is a two-way street. It is not a system "where management bargains and the union collects," as is sometimes said. Far too often public management enters negotiations with no proposals of its own and is placed in eh position of simply objecting to labor's proposals without offering a positive alternative. Public management must protect its own interests as well as those of the public. To do so, management proposals on economic and no-economic items should be prepared before bargaining begins.

Q: HOW FIRMLY SHOULD MANAGEMENT STAND BY ITS PROPOSALS DURING BARGAINING?

A: Proposals on economic and non-economic issues made in advance of bargaining are drawn up as the basis for discussion and compromise; they are not written in stone and should not be delivered in a "take it or leave it" attitude. the purpose of these advance proposals is to give management's perspective in writing to the union, and to stimulate the give and take of negotiations.

Q: HOW SHOULD MANAGEMENT GO ABOUT MAKING ITS OWN PROPOSALS ON WAGES AND ECONOMIC BENEFITS?

A: The negotiating team should first consult with the legislative body on the approximate maximum increase that it will fund. This consultation may be formal or informal, depending on the relationship between the executive and legislative branches. Most important is that management be able to bargain with the confidence that the legislative body will fund the agreement that is finally reached. The negotiating team should next set maximum and minimum goals. It should establish management goals concerning the structure of the wage package. For instance, if management feels that certain selective increases are needed to attract and retain skilled employees, it should incorporate this difference into its wage proposal plans. The negotiating team should determine the preferred forms of wage increase and predict the approximate union goals.

Q: WHAT IS MEANT BE SETTING MINIMUM AND MAXIMUM GOALS.

A: This is one of the decisions the management negotiating team must make in developing its economic proposals. The minimum goals should be the estimate of the minimum wage at which present employees will continue to work and new employees will be attracted as they are needed. The maximum wage which management will offer is usually the same as the maximum the council will fund, although it is possible that the negotiating team, in the

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interests of curbing inflation or protecting other management priorities, will set a maximum wage somewhat lower than the council is willing to fund.

Q: WHAT ARE THE DIFFERENT TYPES OF WAGE INCREASES THAT MANAGEMENT CAN CHOOSE FROM IN FORMULATING ITS OWN WAGE PROPOSAL FOR BARGAINING?

A: Percentage increases and across-the-board flat money increases are the two major types. It is important for management to determine which type of wage increase it prefers before it begins bargaining. Percentage increases preserve the proportionate differences between types of jobs. For instance, if skilled employees make 20 percent more than laborers, an 8 percent increase for all employees will maintain that 20 percent difference. Across-the-board flat money increases tend to compress the wage structure and decrease the percentage differentials between jobs: an $800 increase to laborer making $10,000 is an 8 percent increase; an $800 increase for a mechanic making $14,000 is only a 5.7 percent increase. The difference between their salaries is decreased from 40 percent to 37 percent by such an across-the-board flat raise.

Q: HOW CAN THE MANAGEMENT NEGOTIATING TEAM BEST PREDICT THE UNION'S GOALS IN ORDER TO PREPARE FOR BARGAINING?

A: The best sources for the estimates of what union negotiators will demand are the most recent Consumer Price Index and the recent contract negotiation settlements in other jurisdictions. Estimates of union goals will help in analyzing union demands and in preparing initial management proposals.

Q: HOW SHOULD MANAGEMENT GO ABOUT MAKING ITS OWN NON-ECONOMIC PROPOSALS FOR BARGAINING?

A: To develop non-economic proposals, anticipated union demands and management rights issues must be considered, the management team must survey its supervisors and department heads for their opinions, and it must study the grievance files to spot trouble areas in the current work force or contract, so that appropriate proposals for change can be prepared. The team should review recent contract settlements in the region, and study the various labor reports to get a feel for trends in non-economic benefits so the team can better predict union proposals. Based on all this research, the team can predict the possible union goals on non-economic items that will be revealed during bargaining. Finally, the management negotiating team should establish management goals in two areas: responses to union proposals and an affirmative position on management rights.

Q: WHAT INFORMATION SHOULD THE MANAGEMENT NEGOTIATING TEAM SEEK FROM SUPERVISORS AND DEPARTMENT HEADS IN ORDER TO DEVELOP GOOD PROPOSALS FOR BARGAINING OVER NON-ECONOMIC ISSUES?

A: Ask them to describe the problems they perceive in the present contract or

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present personnel policies. They should be asked particularly to state whether these present policies limit their ability to operate their shops or departments effectively. The team should ask these supervisors and department heads if they know of any employee complaints, anticipate union proposals about them, and formulate appropriate responses.

Q: HOW SHOULD MANAGEMENT DECIDE HOW IT WILL RESPOND TO UNION PROPOSALS ON NON-ECONOMIC ISSUES?

A: Responses can range from "no change in the status quo" to "complete acceptance of the union proposal" depending on the particular issue in question. On certain problems, management may be thinking in the same way as the union, and the only differences will center on language and emphasis. On other issues, labor and management may be totally at odds, and a complete explanation o f the management position should be ready, Just as with wage proposals, management should determine its minimum and maximum positions on these non-economic demands.

Q: IN PREPARING FOR BARGAINING, HOW SHOULD MANAGEMENT FORMULATE ITS POSITION ON MANAGEMENT?

A: The negotiating team must formulate an affirmative position on management rights. This should not be an afterthought or merely a copy of the management rights clause from the state statue. Rather it should be deliberately drafted to cover the particular areas that have caused problems at the workplace. It should also cover traditional management rights as defined in typical statutes and labor agreements. Taking a strong stand on management rights does not mean that management is opposed to unionization or collective bargaining. A strong stand merely recognizes that the public has delegated authority to elected officials and that they must have the right to exercise this power in order to fulfill their responsibilities. Management rights can be protested and even strengthened through collected bargaining. Proposals should be well drafted. A clear distinction should be made between "wages, hours, and conditions of employment" as bargaining items and management's right to set policy which is a non-bargaining issue.

PROCEDURES FOR COLLECTIVE BARGAINING

PHYSICAL SETTING AND SCHEDULING

Q: IN WHAT PHYSICAL SETTING SHOULD COLLECTIVE BARGAINING BE CARRIED OUT?

A: Bargaining should be carried out in a room located near the offices of the management negotiators. It must be free from unnecessary interruptions. This means there should be no telephone. However, there must be a way to get emergency messages to negotiators. The room should be large enough to be airy and comfortable, but not so large that negotiators feel dwarfed by the surroundings. The following items should be in the room: blackboard, conference table, a sufficient number of chairs, coffee, soft drinks, ashtrays.

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Q: WHAT OTHER SPACE IS NEEDED TO CARRY OUT COLLECTIVE BARGAINING BESIDES THE ACTUAL NEGOTIATIONS ROOM?

A: Caucus rooms for both parties. Each negotiating team will need a room to discuss proposals and counterproposals privately during negotiations. If caucus rooms near the negotiations rooms are available, the team can have private discussions without ending that particular bargaining session. The caucus rooms should have blackboards and chalk as well. The same rooms may be used during the mediation process, if the negotiations end in impasse and meditation is necessary. These caucus rooms are essential for successful mediation.

Q: HOW SHOULD THE NEGOTIATING SESSIONS BE SCHEDULED TO PRODUCE THE BEST RESULTS?

A: Begin negotiations with short, relatively infrequent meetings to give the parties time to consider the proposals that are exchanged and to prepare counterproposals. As negotiations progress and the date for agreement nears, negotiating sessions should be scheduled twice a week. the deadline for agreement will depend on the deadline for budget submission, the end of the legislative session, or the expiration date of the present contract.

Q: WHY IS THE NEGOTIATING PROCESS SE FREQUENTLY MARKED BY EXTENDED, CLIMACTIC MEETING AS THE DEADLINE FOR AGREEMENT APPROACHES? ARE SUCH LONG, DRAWN OUT SESSIONS PRODUCTIVE?

A: Such continuous bargaining is not particularly conductive to reasoned debate and the drafting of precise contract language, but it often occurs. The reason for these extended, climatic meetings at the end of negotiations is found in the nature of bargaining. Neither party wants to settle at less than the best position, and by delaying agreement until the last possible moment, the other side will be forced to make its best offer. These long sessions are often inevitable and should not be perceived as bad faith bargaining, Management negotiators must be prepared for such sessions as the deadline for agreement approaches. Management negotiators should use these sessions as productively as possible. If a mediator enters the bargaining due to impasse, these sessions will only be drawn out longer.

Q: AT WHAT TIME OF THE DAY SHOULD NEGOTIATIONS BETWEEN LABOR AND MANAGEMENT BE SCHEDULED?

A: Bargaining can be held during working hours or after the employees have finished their shifts. This scheduling is negotiable, and it is not considered bad faith bargaining for management to insist that all negotiations take place in the evening when the employee representative are on their own time. The number of employees involved in negotiations is primarily a union matter. The employer, however, can refuse to allow an unreasonable large number of employees to remain on the clock, collecting regular wages, when they are acting as part of the union negotiating team.

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Q: HOW DO THE UNION AND MANAGEMENT SETTLE ON SUCH QUESTIONS AS SCHEDULING NEGOTIATIONS AND LOCATION OF BARGAINING?

A: A meeting prior to negotiations is often held between the spokesperson to reach agreement on scheduling, location, and the number of persons to be on each negotiating team.

INITIATION OF BARGAINING

Q: WHAT IS USUALLY DISCUSSED AT THE FIRST NEGOTIATING SESSION?

A: Three items are commonly covered. The parties agree on a bargaining format. they discuss the principles of negotiations, particularly the concept of good faith bargaining in order to establish a climate for constructive work. The management negotiators receive the union's proposals in writing, and the union runs through these proposals, clarifying any if necessary. It is desirable for management to fully understand the goals of the union, especially the relative importance of the various union demands. Management can then prepare adequate counterproposals.

Q: ONE OF THE PURPOSES OF THE FIRST NEGOTIATION SESSION IS TO SETTLE ON A BARGAINING FORMAT. WHAT IS A GOOD FORMAT?

A: To discuss individual proposals and counterproposals either as separate items or as packages, and to resolve them in one of three ways:

* Come to a tentative agreement, contingent upon the final contract package and its ratification by the union membership, and if necessary, ratification by elected officials.

* Agree to drop the item or package.

* Agree to set the issue aside temporarily and to return to it later in negotiations.

Q: IS THE ATTITUDE OF MANAGEMENT DURING THESE INITIAL SESSIONS PARTICULARLY IMPORTANT?

A: Yes. Management's attitude at this time can affect the willingness of the union to compromise and settle as much as management's actual proposals.

Q: WHAT SHOULD BE THE TOPICS OF DISCUSSION AT THE SECOND BARGAINING SESSION?

A: The agenda at the second session should contain management's proposals and the union's proposals as rewritten by management based upon the discussions at the first session. The agenda should list the proposals in the order they will be discussed. A safe procedure is to first negotiate those non-economic items which are less significant to either party, such as the location and number of union bulletin boards, parking lot privileges, and so forth. Save the more important non-economic items such as grievance arbitration and management rights for later to be considered along with economic issues.

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Management and labor should discuss the new management proposals on the agenda at this second session and management's goals for the negotiations should be clarified at their time. The contents of the agenda as proposed by management will have to be discussed, particularly the order in which proposals are to be negotiated. The management versions of the union proposals should be discussed if they have been changed substantially. After these discussions, the agenda must be agreed upon by both labor and management. The closing of the agenda at this time precludes any additions later in negotiations. This does not mean, however, that new alternatives cannot be offered during negotiations to resolve a deadlock.

Q: WHAT ARE NON-ECONOMIC PROPOSALS USUALLY DISCUSSED FIRST IN NEGOTIATIONS?

A: They are usually easier to agree on. Early agreement on non-economic items sets a tone of cooperation for later negotiations on the tougher money issues. If the parties cannot agree, these non-economic items can be dropped, expediting negotiations. These items are more difficult to settle at the last minute. As the deadline for contract settlement nears and these are only hours or minutes left before settlement, it is easier to agree upon the simple dollars and cents involved in wage increases than to rewrite complicated contract language necessary for non-economic items.

Q: IS IT GENERALLY AGREED THAT NON-ECONOMIC ITEMS SHOULD BE SETTLED FIRST IN NEGOTIATIONS?

A: No. Many negotiates object to this format on two grounds. first, they argue that very few issues in negotiations are really non-economic ones. Fore instance, seniority systems, union security arrangements, and grievance arbitration have no measurable costs but each can substantially affect the efficiency of a public operation, and each has a real although indirect cost. Thus, the negotiators argue that these items must be treated seriously by the negotiating teams. The other argument against settling non-economic items can be traded during negotiations for cost items, and therefore should not be considered as a separate category. for instance, a strong management rights clause about overtime assignments and filling vacancies may be obtained only in exchange for a substantial wage increase, particularly if the desired flexibility was lost in a previous agreement. On the other side of the table, a union security agreement, which costs the employer nothing, is extremely valuable to some unions, and can be traded for a significant decrease in he union's wage demand.

SUBSEQUENT BARGAINING SESSIONS

Q: AFTER THE FIRST TWO NEGOTIATING SESSIONS, HOW SHOULD SUBSEQUENT SESSIONS BE ORGANIZED?

A: All subsequent negotiating sessions should follow the agenda in the following manner:

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1. Discuss a specific proposal.
2. Ascertain the areas of agreement and put them in writing. Even if the parties only agree on the principle of the proposal, that agreement should be formalized by putting it in writing.
3. Specify the ares of disagreement and the rationale of each side.
4. Begin negotiations on each area of disagreement, continuing until agreement, with specific language then drafted and initialed, contingent upon the final contact package. If there is still disagreement, perhaps the item should be discarded as unnecessary or impossible to resolve, or set aside for further discussion later in the negotiations. This should help avoid impasse early in negotiations and permit significant agreement to occur fairly rapidly.

AT THE BARGAINING TABLE

BARGAINING POWER

Q: IS THE PURPOSE OF BARGAINING TO ARRIVE AT A "FAIR" LEVEL OF WAGES AND BENEFITS FOR EMPLOYEES?

A: No. It is a mistake to think of collective bargaining as a process for arriving at a "fair" level of wages and benefits. Fairness cannot be defined, and no two reasonable people, much less the negotiating teams for labor and management, will ever agree on a "fair" and just wage. The outcome of bargaining depends wholly upon the bargaining power of the two parties involved. Bargaining is a process in which each of the two parties have particular and often contradictory interests. Each party tries to persuade, cajole, and force the other into accepting the position most favorable to its interests. BARGAINING POWER is the ability to secure the other party's agreement on one's own terms.

Q: ARE LABOR AND MANAGEMENT USUALLY SATISFIED FOLLOWING A COLLECTIVE BARGAINING AGREEMENT?

A: The two parties experience mixed feelings following negotiations, Management thinks it has agreed to wages and benefits higher than it would pay if the union were not involved, and higher than necessary to attract and retain employees. The union thinks that the wage rate is closer to a just wage than before negotiations began. However, the union sell thinks it did not get everything from management that its members deserve.

Q: DOES THE PARTY WITH THE GREATER BARGAINING POWER "WIN" IN NEGOTIATIONS BETWEEN LABOR AND MANAGEMENT?

A: "Win" is not exactly the right term. The bargaining power of the negotiating team will influence how close the agreement comes to its maximum goals. Union and management enter negotiations with certain goals in mind. These include the minimum and maximum levels for settlement. For management, the minimum goal is the estimate of the minimum wage at which present employees will continue to work and new employees will be attracted as they

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are needed. Management's maximum goal is the maximum wage increase the council will fund.

Q: WHAT FACTORS DETERMINE THE STRENGTH OF THE UNION'S BARGAINING POWER?

A: The more able employees are to strike, the greater is the union's bargaining power and the less is management's bargaining power. factors affecting the ability of the union to strike include:

* The time the present contract expires. Teacher strikes are most effective in the fall; police and sanitation worker strikes would be more effective during the summer. Nobody likes to walk a picket line in the winter.

* Local economic conditions. High unemployment decreases the likelihood of employees securing supplemental income during a strike. It also decreases the likelihood that another member of the household is a wage earner.

* Local employment conditions of the public employees covered by the contract. Are their benefits equal to other local public employees? Are their benefits comparable with local private sector employees and with public employees in similar jurisdictions?

* The willingness of the local union membership to strike.

* The severity of the statutory penalties for public employee strikes.

* The nature and scope of support that state and national union affiliates give the local union.

Q: WHAT FACTORS DETERMINE THE STRENGTH OF MANAGEMENT'S BARGAINING POWER?

A: External factors affecting the bargaining power of management include the environment of the local community, the local political situation, the organizational and administrative leadership, and the skill and preparation of negotiators. Community sentiment has a large effect. If the public vocally expresses its opposition to rising taxes an poor quality of government services, management's bargaining power is increased. If the city is highly unionized and supportive of the public employee position, management loses bargaining power. A local government which a\has reached the ceiling on tax rates set by state law has a strong justification for limiting wage increases during bargaining. Bargaining power is greatly influenced by the degree of unification among the labor faction and the management faction. A high degree of unification within the leadership consolidates the support of their constituencies.

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COMMUNICATING FOR EFFECTIVENESS

Q: HOW CAN THE MANAGEMENT NEGOTIATING TEAM BEST COMMUNICATE WITH UNION NEGOTIATORS AT THE BARGAINING TABLE?

A: The following suggestions for management are based upon the comments of professional trainers and negotiators. Their value in a particular situation depends on the specific circumstances and personalities involved. The following suggestions should be dept in mind during negotiations:

* Don't agree to a particular proposal unless you can live with it in the agreement and sell it to the elected officials who must ratify it.

* Explain why you are rejecting a proposal. Never flatly refuse to consider proposals offered by the union.

* Ask open-ended questions about the union proposals to maintain the momentum of negotiations. Questions that can be answered with a "yes" or "no" tend to bog down negotiations and stall constructive bargaining.

* Change the topic if no progress is made, or if, given the priorities of management, there can be no concessions or progress on a particular issue.

* Assume that your proposals will be accepted during your presentations. An attitude or comment indicating they are throw-away items will immediately be recognized by a skilled negotiator on the other side.

Q: IS TIMING IMPORTANT FOR MANAGEMENT IN MAKING PROPOSALS AT THE BARGAINING TABLE?

A: Timing is very important in making a proposal. Making a firm of final offer early in negotiations may seem reasonable on its face but it will probably be construed by the union membership as less than the best that management is really willing to concede. The union negotiators may also see this early offer as just a minimum offer that can be raised through traditional bargaining tactics. Even worse, the union could consider an early firm offer as an insult, a rejection of the collective bargaining process and of the union's legal right to participate in setting wages and working conditions. The most unnecessary crisis in bargaining occurs when the public management negotiator, in a good faith effort to avoid the conflict and antagonism that often arises in negotiations, lays all the cards on the table in the second negotiating session and make a "firm, fair, and final offer." Proper timing, with a consideration for the human and organizational side of bargaining, can avoid this problem. it is important to remember that the presentation of proposals, particularly wage proposals, should always be timed according to the organizational needs of the union and the personal needs of the union negotiators.

Q: DOES IT BENEFIT MANAGEMENT TO DELAY ON MAKING A WAGE OFFER?

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A: Yes. Delaying a serious wage offer until late in bargaining, thereby drawing out negotiations for weeks or months, presents the union negotiating team with convincing evidence for its membership that they have been properly represented at the bargaining table. This delay makes the employer's offer more acceptable to the union negotiators and the union membership. A delayed offer is more convincing to the union negotiators. Elected officials have similar reactions. Extended negotiations indicate a serious effort has been made by management negotiators to protect the public interest. Elected official may distrust negotiations that are settled without the customary expenditure of time and energy. Delaying the offer also protects management from conceding more than is necessary. By slowly feeling out the union as its first proposals are whittled down to more realistic ones, concessions more generous than are necessary to reach an agreement are avoided. During this process, management can save its final wage offer as a sweetener for the time when the negotiations deadline is drawing near. The wage offer at this time will sweeten a package that contains otherwise unacceptable provisions, and make the union much more likely to agree to it.

Q: HOW CAN THE MANAGEMENT NEGOTIATING TEAM CONVINCE THE UNION NEGOTIATORS AS INDIVIDUALS TO CHANGE THEIR OPINIONS ABOUT A SETTLEMENT?

A: If agreement is desired, emphasize the positive. Describe the proposal as an efficient and logical resolution of the problem at hand. If disagreement is desired, emphasize the negative. Describe the proposal in terms of its costs to both sides and how it will jeopardize the rest of the agreement. Personalize the acceptable aspects of the union proposal, and depersonalize the unacceptable aspects. Don't ever misrepresent the facts, play tricks, or indulge in name-calling, even in realization. Such tactics constitute bad faith bargaining and are illegal as well as impractical.

Q: WHAT IS THE MOST IMPORTANT RULE MANAGEMENT SHOULD FOLLOW IN REJECTING A UNION DEMAND?

A: Never say "never" to a union proposal unless you are rejecting an illegal item of bargaining. the relationship between labor and management evolves and changes. As the parties grow to trust and respect each other, what was inconceivable in one contract becomes a reasonable problem to be resolved in the next. Take supplemental unemployment benefits (SUB plans) as an example. When these benefits were first proposed by unions, most managers laughed at the proposition. Mow many contracts provide for such benefits. This illustrates why every union proposal should be considered a legitimate interest of the union. Every union proposal should therefore be treated courteously, even if management plans to firmly reject it.

RECOGNIZING THE INEVITABLE: CONFLICT

Q: AMERICAN LABOR RELATIONS ATTEMPTS TO CHANNEL CONFLICT BETWEEN LABOR AND MANAGEMENT IN THE MOST PRODUCTIVE

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DIRECTION POSSIBLE. WHAT IS THE SOURCE OF THIS SEEMINGLY INEVITABLE CONFLICT?

A: There is a basic conflict of interest between union and management. The needs and desires of the union and the needs and desires of management are often irreconcilable. The statements of one party can be misinterpreted by the other, because the points of view of management and labor are so different. Another cause of conflict in negotiations is the show of bad temper by union members who decide they can let off steam at the bargaining table without jeopardizing their jobs. Personal animosity against management for real or imagined wrongs is often voiced at the bargaining table.

Q: HOW SHOULD MANAGEMENT REACT IF ONE OF THE UNION NEGOTIATORS USES THE BARGAINING SESSION TO LET OFF STEAM?

A: Every labor union trainer will instruct local union leaders never to lose their tempers during negotiations. Nonetheless, it occurs. It is up to the members of the union team to control each other. If such disruptions begin to bog down negotiations, management should address the problem firmly, but tactfully, emphasizing the at "the goal is to reach an agreement. Let's get back to the issues."

Q: WHY DO UNION NEGOTIATING TEAMS SOMETIMES MAKE "PIE IN THE SKY" DEMANDS DURING COLLECTIVE BARGAINING?

A: Such demands are so inflated that inexperienced management negotiators find them ridiculous and often tell the union team so. This is a mistake. Each union demand should be considered a legitimate interest of employees. Such inflated union demands are presented for several reasons. They give the union room to make trade-offs with management during negotiations. 'They meet the demands of the various factions within the union. By merely presenting the demand from a special interest group within the union, unity can be maintained among the employee ranks, even if the demand is given little consideration thereafter. Inflated demands at the beginning set the stage for more serious talks on that topic in future contract negotiations. For instance, the union may propose a fundamental change in employee benefits, such as supplemental unemployment benefit plans (SUB plans) or guaranteed annual income plans, year after year with the hops that eventually the plan will sound less radical and be seriously considered by management during negotiations. Finally, inflated demands ensure that the union will not settle for less than the best possible deal. This is probably the most important reason for the union to make initial "pie in the sky" proposals. Never knowing in advance at what point the employer will settle, the union starts high and slowly comes down, hoping to reach agreement at the highest possible point, which is the employer's maximum possible offer and therefore management's least desirable position.

Q: WHAT ARE THE MAJOR REASONS FOR A BREAKDOWN IN NEGOTIATIONS?

A: A major reason is the inexperience of the parties who lack the patience and practical know-how to keep the negotiations on a constructive path. Premature

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final offers, lack of preparation, personality conflicts, and other problems all contribute to the breakdown, with neither party willing to make any move on the remaining issues.

Q: HOW ARE IMPASSES IN PUBLIC SECTOR COLLECTIVE BARGAINING RESOLVED?

A: Mediation, fact-finding, and interest arbitration are the most common procedures used to resolve an impasse. Public sector labor laws provide for procedures to help resolve impasses and get the parties back to the bargaining table.

Q: WHAT IS MEDIATION?

A: Mediation is a method of resolving impasses in collective bargaining. A neutral third party, usually appointed by the state administrative agency for public sector collective bargaining, is brought in to re-establish communication between the partes and encourage them to settle the dispute by themselves. A mediator does not hold formal hearings, keep transcripts, or render an opinion about the issues in dispute. Although the amount of intervention is minimal, mediation has been the most effective way to resolve public sector labor disputes.

Q: WHAT IS FACT-FINDING?

A: Fact-finding is a method used to resolve an impasse in collective bargaining negotiations. A neutral third party, called a fact-finder, is appointed by the state administrative agency or mutually selected by the parties. The fact-finder holds formal hearings, takes evidence, and renders an opinion to the parties in dispute. The fact-finder's opinion contains recommendations to the parties on what the settlement ought to be, but these recommendations are not binding on the parties. The fact-finder's report, including the recommendations, are usually make public after the parties have seen it. The purpose of a\fact-finding is to help labor and management see the facts in a more objective light and to bring pressure on the parties to settle voluntarily.

Q: WHAT IS INTEREST ARBITRATION?

A: Interest arbitration is similar to fact-finding, another impasse procedure, in its formality. A neutral third party, called an arbitrator, is appointed by the state administrative agency for public sector labor relations or selected by mutual agreement of the partes. The arbitrator holds a hearing, gathers testimony and evidence, and makes a decision. The decision of the arbitrator is binding on labor and management and becomes a pert of the written agreement.

Q: DO NEGOTIATIONS TOP WHILE AN IMPASSE PROCEDURE, SUCH AS FACT-FINDING OR MEDIATION, IS BEING USED?

A: Absolutely not. Impasse procedures, whatever they are called and whatever their differences, are part of the collective bargaining process. During mediation the parties continue to bargain with each other, with he neutral third

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party acting as a go-between, an interpreter, and a counselor. In fact-finding, the parties do most of their bargaining by appealing to the fact-finder. Actually, however, their presentations also affect the position of the other party. Fact-finding is intended to promote voluntary settlement in two ways. First of all, as the parties prepare their arguments for the fact-finder's hearing, they are forced to determine their real priorities and to drop proposals which are less important or which cannot be defended convincingly, Second, the uncertainty about what the fact-finder will recommend often spurs the parties to make a voluntary agreement because they prefer the predictability of their own compromise to the risk of having an outside party make recommendations on a compromise for them. A fact-finder who sees before or during the fact-finding hearing that a mediated settlement is possible will often try to bring the parties into agreement through persuasion and other techniques of mediation. Finally, the issuing of the fact-finding report becomes the basis for further negotiations and eventual settlement. Interest arbitration, because its recommendations are binding on the parties presents even more risk to the parties that they will be bound to an unacceptable contract, and therefore, more pressure is exerted upon them to settle voluntarily.

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FIVE-YEAR AFFIRMATIVE ACTION PLAN CITY OF REDMOND 1988 - 1993

Effective: 1 November 1988

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Inquiries regarding this document, or any other concerns relating to affirmative action and equal employment opportunity, should be directed to the Personnel Director, City of Redmond, 15670 N.E. 85th Street, Redmond, Washington, 98052-3584; telephone 882-6535.

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MAYOR'S ENDORSEMENT

I am pleased to present this newly revised and updated Affirmative Action Plan to Redmond City employees and to the community. The City of Redmond fully supports equal opportunity laws and recognizes that the rights and integrity of all individuals must be protected. This affirmative action program represents a challenge to City employees to establish and maintain a work environment that is free of discrimination.

The City also firmly believes in the value of a diverse workforce. Diversity contributes to sound decisions, fully utilizes available resources and provides higher quality services to the community.

Affirmative action is an important issue. As our population becomes more diverse, affirmative action efforts will need to become even stronger to ensure that all people are treated fairly and are adequately recognized for their contribution to American work life. I believe that this update is timely and that the Affirmative Action Plan is a constructive step in helping us achieve a workforce that truly represents and serves the broader community.

Doreen Marchione

Doreen Marchione, Mayor

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CITY OF REDMOND
FIVE-YEAR AFFIRMATIVE ACTION PLAN
SUMMARY WORKFORCE PROFILE
AUGUST 1988

Job Group	Total In Group	MEN	WOMEN Current Number	WOMEN Desired Number	WOMEN 5 yr Goal	MINORITIES Current Number	MINORITIES Desired Number	MINORITIES 5 yr Goal
Administrative Support	54	4	50	39	0	5	2	0
Officials/ Administrators	41	35	6	12	6	2	2	0
Professional	25	10	15	10	0	1	2	1
Protective Services Supervisors	17	17	0	1	1	1	2	1
Protective Services	57	53	4	8	4	2	5	3
Skilled Craft	28	25	3	4	1	0	2	2
Service Maintenance	14	13	1	3	2	0	1	1
Technician	24	20	4	6	2	0	2	2
TOTALS:	260	177	83	80	15	11	18	10

CONCLUSIONS

- The City has been particularly effective in utilizing women in the Professional job group.
- Hiring of women and minorities in the Administrative Support area is good; that is, no five-year goals are necessary in either category for this job group.
- Women are most noticeably underutilized in the Officials/Administrators and Protective Services job groups.
- Minorities are underutilized in all job groups except Administrative Support and Officials/Administrators.

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CITY OF REDMOND
FIVE-YEAR AFFIRMATIVE ACTION PLAN
1988 - 1993

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AFFIRMATIVE ACTION POLICY

A diverse workforce reflecting the broader community helps the City of Redmond provide quality municipal services. In addition, the City of Redmond has a special obligation to model good employment practices to other employers in the Redmond area. A representative workforce is an important part of that positive example. For these reasons, the City is committed to a policy of equal employment and will not discriminate in any of its employment practices on the basis of race, color, national origin, sex, marital status, age, or handicap.

PURPOSE OF THE PLAN

Because the City believes in the value of diversity, it has established an affirmative action plan so that over the next five years the internal workforce will more closely reflect the composition of the labor force in the Seattle metropolitan area. Positive actions which the City will undertake to achieve this purpose are identified in a program of action steps.

ACTION STEPS

The City developed the following action steps to attain affirmative action goals. These action steps have been divided into two categories: those that will be developed quickly on a short-term basis, and those which will be more difficult to implement and are, therefore, designed to be undertaken at some point in the future. Specifically, the action steps address the areas of recruitment, selection, and training.

Recruitment and Selection

Short-Term Steps

1. Review of Goals: Affirmative action goals will be reviewed by Personnel with hiring managers when recruiting for each vacant position.

ACTION STEPS (continued)

Recruitment and Selection (continued)

Short-Term Steps (continued)

2. Achieving Goals Through Civil Service: A review of this affirmative action plan will be conducted jointly with the Civil Service Commission and an evaluation of options for achieving goals through Civil Service will be explored.

3. Standards for Police and Fire: Civil Service testing will be scrutinized and entry-level standards for police and fire studied for validity. The City will assure that all requirements are appropriate and accurately mirror job duties.

Long-Term Steps

1. Task Force: A task force of minority employees will be organized to study the proposed long-term action steps, devise new program to assist the City in achieving its affirmative action goals, and make recommendations regarding implementation of the affirmative action program. This task force may also represent the City in its recruiting efforts.

2. Apprenticeship Program: An apprenticeship or a cadet program will be designed for designated classifications.

3. Minority Recruiting: Minority professional organizations, colleges, trade unions, and student organizations will be targeted for recruiting. A program will be developed for recruiting minorities and women from these organizations.

4. Intern Program: An intern program directed toward minorities and women will be developed and implemented.

5. Interest File: A file of cards will be maintained. These cards will identify potential applicants who are interested and qualified for positions in the City. When vacancies occur, application materials will be mailed to these people.

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ACTION STEPS (continued)

Training

Short-Term Steps

1. Management Training: A training program for supervisors and managers will be developed to explain the purpose and content of the Affirmative Action Plan and to assist with goal attainment.

Long-Term Steps

1. Succession Planning: A program for succession planning will be created. This program will include career counseling and training for employees who demonstrate the potential or interest for further advancement within the City organization.

ACCOUNTABILITY

Mayor

The Mayor will provide active leadership in the area of affirmative action and direct the implementation of action steps. Sufficient funds will be appropriated by the Mayor to support recruitment efforts. Based upon information supplied by the Personnel Director, the Mayor will review and monitor affirmative action achievements.

Personnel Director

The Personnel Director will track the City's affirmative action efforts, maintain a reporting system and publicize the City's policy of affirmative action to other City employees and to the public at large.

Communication

Communication will be accomplished through the following methods:

Internal

1. The Personnel Manual: A copy of the Affirmative Action Plan will be placed in each Personnel Manual. The Personnel Manual is widely distributed to most supervisors and managers and is generally available to all employees.

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ACCOUNTABILITY (continued)

Communication (continued)

2. Distribution to Managers and Supervisors: A copy of the Affirmative Action Plan will be distributed to all managers and supervisors.

3. The Hiring Process: All individuals responsible for hiring will be advised of the City's commitment to affirmative action as part of the hiring process.

4. Report to the Mayor and Department Heads: The Personnel Director will make a periodic report to the Mayor and to the Department Heads regarding progress toward attaining affirmative action goals.

External

1. The Public: Copies of the Affirmative Action Plan will be made available to any member of the public upon request.

2. The City Council: Upon adoption of the Plan a report will be made to the City Council. The Council will be updated periodically of the City's progress towards achieving its affirmative action goals.

3. Women's and Minority Organizations: Copies of the Plan will be mailed to women's and minority organizations.

Departments/Hiring Managers

1. Making Hiring Decisions: The department hiring managers will be apprised of affirmative action goals by the Personnel Director will be responsible for making a conscientious effort to take these goals into consideration when hiring new employees.

2. Providing Feedback: The Managers will provide feedback to the Mayor and the Personnel Director regarding implementation and development of the affirmative action program and the achievement of goals.

3. Handling Diversity: It is the responsibility of all department managers to provide a work environment free of discrimination, where every employee has the opportunity to fully achieve their potential.

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ACCOUNTABILITY (continued)

Communication (continued)

Employees

1. Awareness and Sensitivity: All employees will be sensitive to needs and feelings of other individuals within the organization and the community, and will work together to establish and maintain a work environment that is free of discrimination.

COMPLAINT PROCEDURE

Informal Resolution: Any individual with a complaint about the City's employment process follows this procedure in resolving it. Employees follow the complaint procedure in the Personnel Manual, Chapter 2. Informal resolution of differences is encouraged. If possible, the complainant speaks with the hiring supervisor or Personnel Director in an effort to resolve concern by informal means.

Written Complaint: A disagreement which cannot be resolved informally may form the basis of a written complaint. The written complaint must contain, as a minimum:

(1) A clear and complete account of action or inaction by the City (a supervisor or some other authority in the City) which adversely impacts the complainant;

(2) A specific policy or procedure which the complainant believes has been violated or misapplied;

(3) The date of the circumstance leading to the complaint or the date when the complainant first became aware of those circumstances;

(4) The remedy sought by the employee to resolve the complaint.

Submittal: A written complaint should be filed within 10 working days of any occurrence leading to the complaint (or 10 working days after the complainant becomes aware of the circumstances). Written complaints are submitted to the Personnel Director.

Department/Attorney Review: The Personnel Director discusses the written complaint with the City Attorney and affected department and tries to resolve it within 15 working days.

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COMPLAINT PROCEDURE (continued)

Mayor: If a written complaint is not resolved by the Personnel Director, the complainant may submit the complaint within five working days directly to the Mayor or Mayor's designee. The Mayor or designee responds to written complaints within 15 working days. The Mayor's (or designee's) decision is final.

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UTILIZATION ANALYSIS

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UTILIZATION ANALYSIS

The Utilization Analysis compares the City's current employment levels of women and minorities to the estimated availability of these protected groups in the relevant recruitment area. The purpose of this analysis is to identify where there are discrepancies between these two numbers.

The tables for the eight job groups that follow show the mathematical calculations used in determining the five year workforce composition goal that is at the heart of the City's Affirmative Action plan. The job groups used in this plan conform to those described by the Federal Equal Employment Opportunity Commission for the annual workforce report required of all municipal employers. Following the tables is a section on methodology that summarizes the procedures used to 1) determine the levels of availability, 2) calculate an appropriate rate of utilization, and 3) establish reasonable and attainable affirmative action goals.

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CITY OF REDMOND
UTILIZATION ANALYSIS

JOB GROUP: Administrative Support NUMBER OF POSITIONS: 54 DATE: June 1, 1988

JOB CLASSIFICATIONS INCLUDED IN THIS GROUP: Accounting Assistant, Administrative Secretary, Communications Dispatcher, Computer Operations Assistant, Computer Operator, Deputy City Clerk, Executive Secretary, Office Assistant, Office Clerk, Permit Coordinator, Printing Technician, Secretary, Senior Accounting Assistant, Senior Office Assistant

Name of Protected Group:	WOMEN (A)	X	(B)	=	(C)	MINORITIES (A)	X	(B)	=	(C)
1. Workforce in the immediate PMSA	42.2		0.25		10.55	1		0.25		0.25
2. Requisite skills in immediate labor/ recruitment area	79.3		0.25		19.83	10.6		0.25		2.65 %
3. Applicant Flow	83.5		0.5		41.75	1.1		0.5		0.55 %
AVAILABILITY			1		72.13 %			1		3.45
ACTUAL CURRENT UTILIZATION	Number:		50		92.6 %	Number:		5		9.3
TARGET UTILIZATION					39					2
UNDERUTILIZATION					0					0
PROJECTED GOAL					0					0

RETIRED CURRICULUM

CITY OF REDMOND
UTILIZATION ANALYSIS

JOB GROUP: Officials/Administrators NUMBER OF POSITIONS: 41 DATE: June 1, 1988

JOB CLASSIFICATIONS INCLUDED IN THIS GROUP: Accounting Manager, Assistant City Engineer, Assistant Director/ Finance Planning, Assistant Fire Chief, Assistant Planning Director, Battalion Chief, City Clerk, City Engineer, Commander, Construction Engineer Supervisor, Executive Assistant, Finance Director, Fire Chief, General Service Manager/Building Official, Information Services Supervisor, Parks Division Supervisor, Park Maintenance Supervisor, Parks and Recreation Director, Personnel Director, Planning and Community Development Director, Planning Supervisor, Police chief, Public Works Director, Public Works Supervisor, Recreation Division Manager, Senior Center Supervisor, Streets Division Manager, Storm Water Utility Manager, Transportation Engineer, Utility Manager

Name of Protected Group:	WOMEN (A)	X (B)	= (C)	MINORITIES (A)	X (B)	= (C)
1. Workforce in the immediate PMSA	42.2	0.3	12.66	1	0.3	0.3
2. Requisite skills in immediate labor/ recruitment area	33	0.4	13.2	7.6	0.4	3.04
3. Applicant Flow	14.7	0.3	4.41	5.1	0.3	1.53
AVAILABILITY		1	30.27 %		1	4.87 %
ACTUAL CURRENT UTILIZATION	Number:	6	14.6 %	Number:	2	4.9 %
TARGET UTILIZATION			12			2
UNDERUTILIZATION			6.41			0
PROJECTED GOAL			6			0

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CITY OF REDMOND
UTILIZATION ANALYSIS

JOB GROUP: Professional NUMBER OF POSITIONS: 25 DATE: June 1, 1988

JOB CLASSIFICATIONS INCLUDED IN THIS GROUP: Budget Analyst, Civil Engineer, Community Information Coordinator, Emergency Service Program Coordinator, Employment and Benefits Coordinator, Human Services Planner, Management Assistant, Park Planner, Planner, Recreation Coordinator, Senior Civil Engineer, Senior Computer Programmer/Analyst, Senior Planner, Senior Recreation Coordinator, Staff Accountant, Transportation Planner

Name of Protected Group:	WOMEN (A)	X (B)	= (C)	MINORITIES (A)	X (B)	= (C)
1. Workforce in the Immediate PMSA	42.2	0.25	10.55	1	0.25	0.25
2. Requisite skills in immediate labor/ recruitment area	41	0.5	20.5	8.6	0.5	4.3
3. Applicant Flow	29.5	0.25	7.38	11.1	0.25	2.78
AVAILABILITY		1	38.43 %		1	7.33 %
ACTUAL CURRENT UTILIZATION	Number:	15	60 %	Number:	1	4 %
TARGET UTILIZATION			10			2
UNDERUTILIZATION			0			0.83
PROJECTED GOAL			0			1

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CITY OF REDMOND
UTILIZATION ANALYSIS

JOB GROUP: Protective Services Supervisors NUMBER OF POSITIONS: 17 DATE: June 1, 1988

JOB CLASSIFICATIONS INCLUDED IN THIS GROUP: Lieutenant, Sergeant

Name of Protected Group:	WOMEN				MINORITIES			
	(A)	X (B)	= (C)		(A)	X (B)	= (C)	
1. Workforce in the immediate PMSA	42.2	0	0		1	0	0	
2. Requisite skills in immediate labor/ recruitment area	5.7	0	0		8.5	0	0	
3. Applicant Flow	5.3	1	5.3		11	1	11	
AVAILABILITY		1	5.3			1	11	
ACTUAL CURRENT UTILIZATION	Number:	0	0		Number:	1	5.9	
TARGET UTILIZATION			1				2	
UNDERUTILIZATION			0.9				0.87	
PROJECTED GOAL			1				1	

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CITY OF REDMOND
UTILIZATION ANALYSIS

JOB GROUP: Protective Services NUMBER OF POSITIONS: 57 DATE: June 1, 1988

JOB CLASSIFICATIONS INCLUDED IN THIS GROUP: Detective, Driver/Operator, Firefighter, Police Officer

Name of Protected Group:		WOMEN (A)	X	(B)	=	(C)	MINORITIES (A)	X	(B)	=	(C)
1. Workforce in the immediate PMSA		42.2		0.25		10.55	1		0.25		0.25
2. Requisite skills in immediate labor/ recruitment area		5.7		0.15		0.86	8.5		0.15		1.28
3. Applicant Flow		5.3		0.6		3.18	11		0.6		6.6
AVAILABILITY				1		14.59			1		8.13
ACTUAL CURRENT UTILIZATION	Number:	4		7			Number:		2		3.5
TARGET UTILIZATION						8					5
UNDERUTILIZATION						4.32					2.63
PROJECTED GOAL						4					3

RETIRED CURRICULUM

CITY OF REDMOND
UTILIZATION ANALYSIS

JOB GROUP: Skilled Craft NUMBER OF POSITIONS: 28 DATE: June 1, 1988

JOB CLASSIFICATIONS INCLUDED IN THIS GROUP: Assistant Fire Mechanic, Equipment Maintenance Technician, Fire Mechanic, Lead Maintenance Worker, Mechanic, Senior Maintenance Worker, Senior Mechanic

Name of Protected Group:	WOMEN (A)	X	(B)	=	(C)	MINORITIES (A)	X	(B)	=	(C)
1. Workforce in the immediate PMSA	42.2		0.25		10.55	1		0.25		0.25
2. Requisite skills in immediate labor/ recruitment area	8.7		0.5		4.35	7.6		0.5		3.8
3. Applicant Flow	1.5		0.25		0.38	9.6		0.25		2.4
AVAILABILITY			1		15.28 %			1		6.45 %
ACTUAL CURRENT UTILIZATION	Number:		3		10.7 %	Number:		0		0 %
TARGET UTILIZATION					4					2
UNDERUTILIZATION					1.28					1.81
PROJECTED GOAL					1					2

RETIRED CURRICULUM

CITY OF REDMOND
UTILIZATION ANALYSIS

JOB GROUP: Service Maintenance NUMBER OF POSITIONS: 14 DATE: June 1, 1988

JOB CLASSIFICATIONS INCLUDED IN THIS GROUP: Maintenance Custodian, Maintenance Worker, Meter Reader

Name of Protected Group:	WOMEN (A)	X	(B)	=	(C)	MINORITIES (A)	X	(B)	=	(C)
1. Workforce in the immediate PMSA	42.2		0.25		10.55	1		0.25		0.25
2. Requisite skills in immediate labor/ recruitment area	19.8		0.25		4.95	11.9		0.25		2.98
3. Applicant Flow	7.6		0.5		3.8	11.2		0.5		5.6
AVAILABILITY			1		19.3 %			1		8.83 %
ACTUAL CURRENT UTILIZATION	Number:		1		7.1 %	Number:		0		0 %
TARGET UTILIZATION					3					1
UNDERUTILIZATION					1.7					1.24
PROJECTED GOAL					2					1

RETIRED CURRICULUM

CITY OF REDMOND
UTILIZATION ANALYSIS

JOB GROUP: Technician NUMBER OF POSITIONS: 24 DATE: June 1, 1988

JOB CLASSIFICATIONS INCLUDED IN THIS GROUP: Computer Programmer/Analyst, Construction Inspector, Crime Analyst/Evidence Technician, Engineering Technician, Lead Building Inspector, Lead Construction Inspector, Inspector/Investigator, Purchasing Agent/Storekeeper, Recreation Program Assistant, Senior Building Inspector, Senior Engineering Technician, Senior Recreation Program Assistant, Traffic Light Technician, Water Quality Technician

Name of Protected Group:	WOMEN (A)	X	(B)	=	(C)	MINORITIES (A)	X	(B)	=	(C)
1. Workforce in the immediate PMSA	42.2		0.1		4.22	1		0.1		0.1
2. Requisite skills in immediate labor/ recruitment area	39.5		0.5		19.75	10.8		0.5		5.4
3. Applicant Flow	7.2		0.4		2.88	6.9		0.4		2.76
AVAILABILITY			1		26.85 %			1		8.26 %
ACTUAL CURRENT UTILIZATION	Number:		4		16.7 %	Number:		0		0 %
TARGET UTILIZATION					6					2
UNDERUTILIZATION					2.44					1.98
PROJECTED GOAL					2					2

RETIRED CURRICULUM

METHODOLOGY

RETIRED CURRICULUM

METHODOLOGY

1. DETERMINING AVAILABILITY

A. Job Groups:

The job groups used in the analysis are based on EEO categories. These groups are:

Officials and Administrators
Professionals
Technicians
Protective Services
Protective Services Supervisors
Administrative Support
Skilled Craft
Service-Maintenance

B. Minority Classifications: The category of "minority" that is used in this plan, includes Blacks, Asians, Hispanics and Native Americans. Federal guidelines were used to define these groups. According to the guidelines, these terms are defined as follows:

Black:

A person with origins in any of the Black racial groups of Africa who is not also of Hispanic origin.

Asian or Pacific Islander:

A person with origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, Samoa and the Phillippine Republic.

Hispanic:

A person of Mexican, Puerto Rican, Cuban, South American or other Spanish culture, regardless of race.

RETIRED CURRICULUM

METHODOLOGY (continued)

1. DETERMINING AVAILABILITY (continued)

B. Minority Classifications: (continued)

Native American:

A person with origins in any of the original people of North America and who maintains cultural identification through the tribal affiliation or community recognition.

C. Availability Factors: Three factors were chosen to determine the availability of women and minorities:

FACTOR 1: Area Workforce - The percentage of the minority and female workforce as compared with the total labor force in the immediate labor area. For the City of Redmond, this labor area encompasses all of King and Snohomish counties (the Seattle primary metropolitan statistical area specified by the U.S. Census Bureau).

FACTOR 2: Requisite Skills - The general availability of women and minorities having the requisite skills in the immediate labor area.

FACTOR 3: Applicant Flow - The representation of protected group members as applicants for City jobs.

The first two of these factors are identified as appropriate measures of availability in Chapter Sixty from the Office of Contract Compliance. The third, Applicant Flow, was added to the analysis to take into consideration the City's actual experience with applicants for City employment.

D. Statistics: The statistics used in the analysis were obtained from Table Four, Five and Six in Affirmative Action Information 1987. This document is provided by Washington State Employment security and is based upon 1980 census data. Washington State Employment Security separates the labor force into occupational categories. These categories correspond to the job groups used by the City of Redmond as follows:

RETIRED CURRICULUM

METHODOLOGY (continued)

1. DETERMINING AVAILABILITY (continued)

D. Statistics: (continued)

- "Administrative Support, including Clerical" for Administrative Support
- "Executive, Administrative, and Managerial" for Officials/Administrators
- "Professional Specialty" for Professional Service Occupations
- "Police and Firefighters" for Protective Services
- "Precision Production, Craft and Repair" for Skilled Craft
- "Handlers, Equipment Cleaners, Helpers, Laborers" for Service Maintenance
- "Technicians and Related Support" for Technician

Applicant flow data was supplied by the Personnel Department and represents all recruitments since 1985.

E. Weightings: Standardized value weights were assigned to each factor according to job group. The weights are assigned as follows:

Officials and/Administrators:

Area Workforce:	.30
Requisite Skills:	.40
Applicant Flow:	.30

This group consists of those occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, direct individual departments and special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis.

At the City of Redmond, this group includes the City's Directors, Fire Chief, Police Chief, City Clerk, City Engineer, and upper level managers. Requisite skills were given the highest weighting because of the high level of skill and experience required for employment in these positions.

RETIRED CURRICULUM

METHODOLOGY (continued)

1. DETERMINING AVAILABILITY (continued)

E. Weightings: (continued)

Professional:

Area Workforce:	.25
Requisite Skills:	.50
Applicant Flow:	.25

Occupations in the Professional category require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge.

This group contains a great diversity of job titles and required skill levels. Position titles include analysts, planners and coordinators. Because of the variety and level of skill required for these positions, requisite skills was weighted most heavily.

Technician:

Area Workforce:	.10
Requisite Skills:	.50
Applicant Flow:	.40

The Technician job group consists of positions which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post secondary school education or through equivalent on-the-job training.

The Technician job group includes various technicians and inspectors. Job duties of positions in this category are technical in nature and require a high level of skill. Because of the variety and level of skill required for these positions, requisite skills was weighted most heavily. Applicant Flow was also given significant weighting because it represents the percentages of qualified women and minorities actually applying for technical positions.

RETIRED CURRICULUM

METHODOLOGY (continued)

1. DETERMINING AVAILABILITY (continued)

E. Weightings: (continued)

Protective Services:

Area Workforce:	.25
Requisite Skills:	.15
Applicant Flow:	.60

Protective Service workers are entrusted with public safety, security and protection from destructive forces. The Protective Services job group contains positions in the City's uniformed services, including entry level police officers and firefighters. Because most of these positions are filled on an entry level basis, applicant flow was weighted the most heavily and was felt to more accurately represent the number of women and minorities who are interested in entry-level positions.

Protective Services Supervisors:

Area Workforce:	0
Requisite Skills:	0
Applicant Flow:	1

These are supervisory positions in the Protective Services job group and are filled strictly on a promotional basis from within the organization. Therefore, Applicant Flow was the only factor affecting the availability of minorities and women in this job group.

Administrative Support:

Area Workforce:	.25
Requisite Skills:	.25
Applicant Flow:	.50

Positions in this job group are responsible for internal and external communication, recording and retrieval of data, information and other paperwork required in an office. These positions are primarily office and clerical and require a moderate level of skill. Applicant Flow was weighted the most heavily because it reflects the skills and interests of a large pool of actual applicants for entry-level jobs.

RETIRED CURRICULUM

METHODOLOGY (continued)

1. DETERMINING AVAILABILITY (continued)

E. Weightings: (continued)

Skilled Craft:

Area Workforce:	.25
Requisite Skills:	.50
Applicant Flow:	.25

Skilled Craft workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work. This knowledge is acquired through on-the-job training and experience or through apprenticeship or other formal training programs.

At the City of Redmond, the Skilled Craft job group contains positions which are in a lead or senior worker capacity. Many of these positions require a substantial level of requisite skill. Thus, requisite skills was weighted the most heavily because it best represents the level of skill which individuals must possess to qualify for these positions.

Service Maintenance:

Area Workforce:	.25
Requisite Skills:	.25
Applicant Flow:	.50

Service Maintenance workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property.

Within the City of Redmond, Service Maintenance positions include custodians, maintenance workers and meter readers. These jobs require moderate to minimal level of skill. Thus, applicant flow was weighted the most heavily and was considered to be a more accurate measure of the skills and interests of actual applicants for these jobs.

RETIRED CURRICULUM

METHODOLOGY (continued)

2. CALCULATING UTILIZATION

Target utilization rates were calculated for each job group. Utilization was determined by multiplying the total number of individuals in each job group by the percent of minorities and women available in that group. (See Utilization Analysis Tables) The number identified in the analysis is rounded off so that it will represent the number of actual people required to reach full utilization.

3. ESTABLISHING GOALS

The projected goal was established by subtracting the number of women and minorities currently utilized in the job group from the target utilization.

A five-year period was chosen for achieving affirmative action goals. The City also realizes that the development of goals is premised on the ability of the organization to accurately predict the number of expected vacancies in each job group for which goals have been established. In an organization the size of the City of Redmond it is not always possible to estimate the rate of attrition or project the degree of organizational expansion that will occur within a given time period.

Thus, the City will do what is feasible to meet the identified goals within the five-year time frame identified in the Affirmative Action Plan. To accomplish this objective, the City will institute the action steps outlined in the plan.

RETIRED CURRICULUM

Reno Fire Department
Personal History Statement

Instructions to the Applicant

The information you provide in this personal history statement will be used during your background investigation to assist in determining your suitability for the position of FIREFIGHTER. Please fill out the questionnaire completely and accurately. Keep in mind that:

1. The completion of this questionnaire is mandatory.
2. All statements are subject to verification.
3. Deliberate inaccuracies or incomplete statements may bar or remove you from employment.
4. All the time periods in your background, unless otherwise specifies, must be accounted for.

It is to your advantage to respond openly. Any negative factor in your background will be evaluated in terms of the circumstances and facts surrounding the occurrence of the degree of relevance it has to employment as a Firefighter. For example, being fired from a job or having an arrest record may not in itself be sufficient justification for disqualification. During the investigation, the investigator will inquire into the facts surrounding such an occurrence and an evaluation will then be made of the relevance of these facts to the requirements of the job.

Please print in ink or type your responses to this questionnaire. If a question doe does not apply to you, write "N/A" in the space provided for your answer. If you need additional space to answer a question, use the reverse side of the page and identify the additional information by the question number.

The contents of this questionnaire will be considered confidential and used only for investigating employment suitability with the Reno Fire Department.

Return the completed questionnaire to:

Larry S. Farr, Fire Marshal
Reno Fire Department
200 Evans Avenue
Reno, NV. 89501

Candidates should be available for a possible interview.

If you have any questions call (702) 334-2323.

RETIRED CURRICULUM

EXPERIENCE AND EMPLOYMENT (continued)

Dates of Employment From Mo. Yr. To Mo. Yr. From Mo. Yr. To Mo. Yr.

Name and Address of Employer

Name of Supervisor

Name of Co-Worker(s)

Telephone No.:

☐ Full-Time
☐ Part-Time
☐ Voluntary

Title or duties (for identification purposes)

Reason for Leaving:

☐ Military Service ☐ Not employed From Mo. / Yr. To Mo. / Yr.

Dates of Employment From Mo. Yr. To Mo. Yr. From Mo. Yr. To Mo. Yr.

Name and Address of Employer

Name of Supervisor

Name of Co-Worker(s)

Telephone No.:

☐ Full-Time
☐ Part-Time
☐ Voluntary

Title or duties (for identification purposes)

Reason for Leaving:

☐ Military Service ☐ Not employed From Mo. / Yr. To Mo. / Yr.

Dates of Employment From Mo. Yr. To Mo. Yr. From Mo. Yr. To Mo. Yr.

Name and Address of Employer

Name of Supervisor

Name of Co-Worker(s)

Telephone No.:

☐ Full-Time
☐ Part-Time
☐ Voluntary

Title or duties (for identification purposes)

Reason for Leaving:

☐ Military Service ☐ Not employed From Mo. / Yr. To Mo. / Yr.

RETIRED CURRICULUM

EXPERIENCE AND EMPLOYMENT (continued)

Dates of Employment
From Mo. / Yr. — To Mo. / Yr.

Name and Address of Employer

Name of Supervisor

Name of Co-Worker(s)

Telephone No.:

☐ Full-Time
☐ Part-Time
☐ Voluntary

Title or duties (for identification purposes)

Reason for Leaving:

☐ Military Service ☐ Not employed From Mo. / Yr. To Mo. / Yr.

Dates of Employment
From Mo. / Yr. — To Mo. / Yr.

Name and Address of Employer

Name of Supervisor

Name of Co-Worker(s)

Telephone No.:

☐ Full-Time
☐ Part-Time
☐ Voluntary

Title or duties (for identification purposes)

Reason for Leaving:

☐ Military Service ☐ Not employed From Mo. / Yr. To Mo. / Yr.

Dates of Employment
From Mo. / Yr. — To Mo. / Yr.

Name and Address of Employer

Name of Supervisor

Name of Co-Worker(s)

Telephone No.:

☐ Full-Time
☐ Part-Time
☐ Voluntary

Title or duties (for identification purposes)

Reason for Leaving:

☐ Military Service ☐ Not employed From Mo. / Yr. To Mo. / Yr.

RETIRED CURRICULUM

Personal History Statement

PERSONAL

The following information is requested of you for verification and contact purposes:

1. Your Name (please print or type)
   Last First Middle

   Other names (including nicknames) you have used or been known by

2. Please list address at which you can be contacted
   Number Street City State Zip Code

3. Please list the local telephone number(s) and hours at which you can be contacted

   ( ) _____ ( ) _____
   Hours you can be contacted: Hours you can be contacted:

4. Birthdate
   Month Day Year

5. U.S. Citizenship
   Proof is required that you are legal resident in this country.
   Can you provide such documentation? Yes ☐ No ☐

6. Social Security Number
   - -
   In accordance with the Federal Privacy Act of 1974, disclosure is voluntary. The SSN will be used for identification purposes to ensure that proper records are obtained.

7. For the purposes of identification, please provide the following:
   Height Weight Hair Color Eye Color

   Scars, tattoos, or other distinguishing marks

RELATIVES, REFERENCES, ACQUAINTANCES

During the course of the background investigation, persons who know you will be asked to comment upon your suitability for the position of Firefighter. Inquires will be confined to job-relevant matters.

8. Please supply the appropriate information in the spaces provided below. If a category is not applicable, write in "N/A".

If living, name of your:	Address where person can be contacted (include city, state and zip code)	Telephone at which person can be contacted
Father	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
Mother	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐

RETIRED CURRICULUM

RELATIVES, REFERENCES, ACQUAINTANCES (continued)

If living, name of your:	Address where person can be contacted (include city, state and zip code)	Telephone at which person can be contacted
Father-in-Law	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
Mother-in-Law	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
Spouse	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
Former Spouse(s)	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
Brother(s) and Sister(s)	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
Step-Mother	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
Step-Father	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
Step-Brother(s) and Step-Sister(s)	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐

Other relatives with whom you have a close personal relationship (including children)

Relationship		
	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐
	Home ☐ Work ☐ Other ☐	Home ☐ Work ☐ Other ☐

RETIRED CURRICULUM

RELATIVES, REFERENCES, ACQUAINTANCES (continued)

9. In the space below, please list as references 3-5 individuals who have knowledge of you and your qualifications. Exclude relatives, former employers and friends.

Name:	Address where person can be contacted (include city, state and zip code)	Telephone at which person can be contacted
_____	Home ❒ Work ❒ Other ❒	Home ❒ Work ❒ Other ❒
_____	Home ❒ Work ❒ Other ❒	Home ❒ Work ❒ Other ❒
_____	Home ❒ Work ❒ Other ❒	Home ❒ Work ❒ Other ❒
_____	Home ❒ Work ❒ Other ❒	Home ❒ Work ❒ Other ❒

EDUCATION

10. The City of Reno requires a Firefighter to possess a high school diploma or its equivalent. Please indicate your current situation with regard to this requirement by checking one of the appropriate boxes.

❒ I possess a high school diploma.

❒ I passed the G.E.D. (General Educational Development) test.

❒ I possess other equivalent. Please Explain: _____

❒ I do not currently have a high school diploma or its equivalent, but I plan to satisfy the requirement in the future as follows:

When: _____

How: _____

_____

RETIRED CURRICULUM

E D U C A T I O N (continued)

11. Please indicate below all the schools you have attended beginning with high school. During the background investigation, persons who have known you in a learning environment will be contacted. A review of your school records may be made in conjunction with those contracts.

    Equivalent. Please indicate your current situation with regard to this requirement by checking one of the appropriate boxes.

Name of School	Location of School (city & state)	Dates Attended From	To	School References (teachers, counselors, etc.)

R E S I D E N C E

Individuals who have become acquainted with you by reason of your residing in different locations, are often helpful in providing useful information for the background investigation.

12. Please list all of your residences during the last 10 years (list no information prior to your 15th birthday). Begin with your most current residence.

Address of Residence	City, State, & Zip Code	Dates Attended From Mo. Yr.	To Mo. Yr.	If rented, give name & address of the person responsible for the collection of rent

RETIRED CURRICULUM

EXPERIENCE AND EMPLOYMENT

13. Beginning with your most current employment, please list all jobs (including part-time, temporary, and voluntary positions) you have held in the past 10 years. (For the purposes of this personal history statement, voluntary work should be included as employment.) For identification and verification, please indicate the nature of the activity, i.e., full-time, part-time, or voluntary. If you have had intervening periods of military service or unemployment, please list those periods in sequence in the spaces provided.

Dates of Employment — From Mo. Yr. / To Mo. Yr. | Name and Address of Employer | Name of Supervisor

Name of Co-Worker(s)

Telephone No.:

☐ Full-Time ☐ Part-Time ☐ Voluntary — Title or duties (for identification purposes)

Reason for Leaving:

☐ Military Service ☐ Not employed — From Mo. / Yr. To Mo. / Yr.

Dates of Employment — From Mo. Yr. / To Mo. Yr. | Name and Address of Employer | Name of Supervisor

Name of Co-Worker(s)

Telephone No.:

☐ Full-Time ☐ Part-Time ☐ Voluntary — Title or duties (for identification purposes)

Reason for Leaving:

☐ Military Service ☐ Not employed — From Mo. / Yr. To Mo. / Yr.

Dates of Employment — From Mo. Yr. / To Mo. Yr. | Name and Address of Employer | Name of Supervisor

Name of Co-Worker(s)

Telephone No.:

☐ Full-Time ☐ Part-Time ☐ Voluntary — Title or duties (for identification purposes)

Reason for Leaving:

☐ Military Service ☐ Not employed — From Mo. / Yr. To Mo. / Yr.

RETIRED CURRICULUM

EXPERIENCE AND EMPLOYMENT (continued)

14. Would any problem result if your present employer was contacted during the course of the background investigation? ☐ Yes ☐ No

    If no, when should such contact be made? _____

15. If you have had no prior employment, please explain in the space below.

    _____

    _____

16. Have you ever filed a claim(s) for workers' compensation? ☐ Yes ☐ No
    If yes, please give details (include when, where, circumstances).

    _____

    _____

    _____

17. Have you had any extended work absences for reasons other than earned vacations? ☐ Yes ☐ No
    If yes, please explain (include when, name of employer, why).

    _____

    _____

    _____

    _____

18. Have you ever been fired or asked to resign from any place of employment?
    ☐ Yes ☐ No
    If yes, please give details (include when, where, circumstances).

    _____

    _____

    _____

    _____

19. Have you ever been a successful candidate for another Firefighter position?
    ☐ Yes ☐ No
    If yes, please give details (include when, where, circumstances).

    _____

    _____

    _____

RETIRED CURRICULUM

Personal History Statement

MILITARY SERVICE

20. Have you ever served in the armed forces, National Guard or military reserves?
☐ Yes ☐ No
If yes, please supply the following information:

Branch of Service	Service Number	Dates of Service / to /	Type of Discharge

21. Please list current and past draft classifications in chronological order beginning with the most recent.

22. Are you currently participating in any military reserve or National Guard program?
☐ Yes ☐ No

23. Have you ever been the subject of any judicial or non-judicial disciplinary action while in the military, National Guard or military reserves? ☐ Yes ☐ No
If yes, please give details (include branch of service, when, where, circumstances).

24. Past commanding officers or military acquaintances are potential sources of relevant information pertaining to your background. Please list those individuals who know you well enough to provide accurate information about you.

Name	Contact Address	Contact Telephone	Years known From	To

LEGAL

25. If you have ever been arrested or convicted for any crime (excluding traffic citations), please give the following information: (The fact that your record may have been affected by a sealing, an expungement, a release, or a pardon has specific legal implications as to how you should answer this question.)

Approximate Date	Police Agency	Circumstances

26. Have you ever been placed on court probation as an adult? ☐ Yes ☐ No
If yes, please give details (include when, where, why).

RETIRED CURRICULUM

LEGAL (continued)

27. Were you ever required to appear before a juvenile court for an act which would have been a crime if committed by an adult? ☐ Yes ☐ No
If yes, please give details (include when, where, why).

_____

_____

_____

_____

_____

MOTOR VEHICLE OPERATION

Operation of a motor vehicle is an integral part of the position of Firefighter. An investigation of your driving history will be made through a records check. To expedite this procedure, please supply the following information.

28. Nevada Driver's License Number: _____ Expiration Date: _____

Name under which license was granted: _____

29. Please list other states where you have been licensed to operate a motor vehicle.

State & Name under which license was granted	State & Name under which license was granted

30. Have you ever been refused a driver's license by any state? ☐ Yes ☐ No
If yes, please explain (include when, where, why).

_____

_____

_____

31. Nevada law requires that operators and owners of motor vehicles be covered by automobile insurance or bond or deposit of $40,000 with the Department of Motor Vehicles. Therefore, please list the current liability insurance you have with your motor vehicle.

_____

_____

_____

If you are bonded or have deposited $40,000 to meet your vehicle financial responsibility, please indicate. ☐ Bond ☐ $40,000

RETIRED CURRICULUM

Personal History Statement

MOTOR VEHICLE OPERATION (continued)

32. Please list all traffic citations (exclude parking citations) you have received within the last 7 years.

Nature of Violation	Location (city)	Approximate date	Indicate whether fined or action taken on driver's license

33. Have you ever been involved as a driver in a motor vehicle accident within the last 7 years? ☐ Yes ☐ No
If yes, please give details for each accident.

Date _____ Location _____ ☐ Injury ☐ Non-Injury

Police investigation? ☐ Yes ☐ No Police Agency _____

Date _____ Location _____ ☐ Injury ☐ Non-Injury

Police investigation? ☐ Yes ☐ No Police Agency _____

Date _____ Location _____ ☐ Injury ☐ Non-Injury

Police investigation? ☐ Yes ☐ No Police Agency _____

Date _____ Location _____ ☐ Injury ☐ Non-Injury

Police investigation? ☐ Yes ☐ No Police Agency _____

Date _____ Location _____ ☐ Injury ☐ Non-Injury

Police investigation? ☐ Yes ☐ No Police Agency _____

34. If there is anything you wish to discuss about your driving record, please use the space below.

35. Has your license ever been suspended, revoked, or placed on negligent operator's probation? ☐ Yes ☐ No
If yes, please give details (include what, when, where, why).

RETIRED CURRICULUM

Please attach to this questionnaire copies of the following documents:

1. High school diploma or GED certificate.
2. Transcript of college or university grades.
3. Military discharge papers if any.
4. Divorce decree if any.

RETIRED CURRICULUM

Reno Fire Department
Authorization to Release Medical Records

Dr. _____,

I am an applicant for the position as a Firefighter with the Reno, Nevada Fire Department, and it is essential for the department to review and evaluate my medical background. For the purpose of this evaluation, the Reno Fire Department requires that I furnish them with a list of all injuries and illnesses for which I have been treated.

Please forward to me, in care of the Reno Fire Department, 200 Evans Avenue, Reno, NV, 89501, any information you may have regarding my medical background.

This is a matter of great importance to me, and your prompt reply will be greatly appreciated. This release will expire 60 days after the date signed.

Name (printed): _____

Signature: _____

Date: _____

Physician's address: _____

_____

Physician's phone number: _____

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Reno Fire Department
Authorization to Release Information

As an applicant for a position with the Reno, Nevada Fire Department, I am required to furnish information for use in determining my qualifications.

In this connection, I authorize release of any and all information that you may have concerning me, including information of a confidential or privileged nature.

I hereby release you, your organization, or others from liability or damage which may result from furnishing the information requested. I further authorize that a photocopy of this form, shall be for all intents and purposes, as valid as the original. I authorize you to retain a copy of this form for your files.

This release will expire 60 days after the date signed.

Name (printed): _____

Signature: _____

Date: _____

Company Name: _____

Company Address: _____

_____

Company Phone Number: ( ) _____

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" OPERATION MONTEREY "

Project

Based on your knowledge of personnel and contemporary issues develop the following for entry level firefighter position (non- paramedic). For the purposes of discussion, assume the recruitment is being done for the City of Monterey and that you are a team of consultants assigned to various components:

Team 1. a) developing an outreach recruitment program

2. b) determining educational standard

3. c) physical aptitude (agility)

4. d) written test and interview

5. e) assessment center

6. f) background / reference / etc.

You will be given a half hour to develop your thoughts, 10 minutes to record them on a chart pack, and then each team will report back to the overall consulting group. You may make assumptions necessary as long as you note them and justify them.

RLJ

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CHAPTER 1

LEGAL FRAMEWORK FOR EQUAL EMPLOYMENT OPPORTUNITY

The legal framework for equal employment opportunity and nondiscrimination comes from numerous sources: the U.S. Constitution, federal legislation, federal executive orders, guidelines and regulations issued by federal agencies in accordance with federal statutes and executive orders, state statutes, local ordinances, and guidelines and regulations issued by state and local agencies. Failure to comply with equal employment opportunity laws can result in loss of federal and/or state funds and contracts (including federal revenue sharing funds); investigation of organizational policies and procedures by federal, state and/or local enforcement agencies; costly lawsuits in which public officials, as well as the government itself can be named as defendants; and adverse public opinion. At a time when tax-payers are expressing increasing concern over government finances and human rights issues, the consequences of noncompliance can hardly be dismissed by responsive and responsible public officials.

The first step in determining whether or not your organization is in compliance is to identify those laws, executive orders, local ordinances and agency guidelines and regulations which are applicable to local government. The following overview briefly outlines major areas of consideration and is presented to assist you in this task.

U.S. CONSTITUTIONAL AMENDMENTS

Thirteenth Amendment (ratified in 1865)

Prohibits slavery and involuntary servitude except for punishment after conviction of a crime.

Fourteenth Amendment (ratified in 1866)

Prohibits state and local governments from depriving any person of equal protection of the laws and due process.

FEDERAL STATUTES

Civil Rights Act of 1866

Provides all persons the same right as white persons to make and enforce contracts. This Act has been interpreted to prohibit race discrimination in employment.

Civil Rights Act of 1871

Any person who under color of state or local law deprives a citizen of the rights, privileges and immunities provided by the Constitution and laws shall be liable to the person injured. This Act has been interpreted to prohibit race, sex and national origin discrimination

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by public employers.

Equal Pay Act of 1963

This amendment to the Fair Labor Standards Act requires all employers to provide equal pay for men and women performing substantially equal jobs, including professional, administrative and executive jobs, unless the differences in pay are because of a bona fide merit system, training program, seniority system or some factor other than sex. The U.S. Supreme Court decision in Usery v. The National League of Cities, exempted state and local government from minimum wage and over-time provisions of the Equal Pay Act, but did not exempt them from coverage under the Act.

Civil Rights Act of 1964

* Title VI prohibits--on the basis of race, color or national origin --discrimination and exclusion from participation in, and denial of benefits derived from programs receiving federal financial assistance.
* Title VII (as amended by the Equal Employment Opportunity Act of 1972) prohibits discrimination in compensation, terms, conditions or privileges of employment on the basis of race, color, religion, sex or national origin. Created the Equal Employment Opportunity Commission (EEOC) to administer Title VII and provided the agency with authority to enforce its provisions in federal court. The 1972 amendments extended coverage to public employers with 15 or more employees. Title VII does not apply to elected officials or their personal staff or to appointees at a policymaking level.

Age Discrimination in Employment Act of 1967 (as amended in 1978)

Like the Equal Pay Act, the Age Act is an amendment to the Fair Labor Standards Act which is applicable to the public sector. It prohibits employers with 20 or more employees in any 20 weeks during the current or preceding year from discriminating against persons aged 40 to 70 in any privileges, terms and conditions of employment because of their age.

Rehabilitation Act of 1973

Prohibits discrimination against the handicapped under any federally assisted program and requires employers with federal contracts over $2,500 to take affirmative action for the employment of handicapped persons. A handicapped person has been defined as an individual with a physical or mental impairment which substantially limits one or more major life activities, or one who has a record of such an impairment or is regarded as having such an impairment.

Vietnam Era Veterans' Readjustment Assistance Act of 1972 (as amended)

Covers employers with government contracts of $10,000 or more. Calls for affirmative action to employ and advance Vietnam era and all disabled veterans.

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FEDERAL EXECUTIVE ORDERS

Executive Order 11246 (issued in 1965)

Prohibits employment discrimination based on race, creed, color and national origin by government contractors and subcontractors and by state and local governments receiving federal financial assistance in construction, rehabilitation, alteration, conversion, extension or repair of buildings, highways or other real property.

Executive Order 11375 (issued in 1967)

Amended Executive Order 11246 to include coverage on the basis of sex.

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(4)

Title VII of the Civil Rights Act

DISCRIMINATION BECAUSE OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN

Sec. 703 [§ 2000e-2] (a) It shall be an unlawful employment practice for an employer—

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or

(2) limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin.

[1972 Amendments: Sec. 703(a)(2) was amended by P.L. 92-261, effective March 24, 1972, and added the words "applicants for employment".]

(b) It shall be an unlawful employment practice for an employment agency to fail or refuse to refer for employment, or otherwise to discriminate against, any individual because of his race, color, religion, sex, or national origin, or to classify or refer for employment any individual on the basis of his race, color, religion, sex, or national origin.

(c) It shall be an unlawful employment practice for a labor organization—

(1) to exclude or to expel from its membership, or otherwise to discriminate against, any individual because of his race, color, religion, sex, or national origin;

(2) to limit, segregate, or classify its membership or applicants for membership or to classify or fail or refuse to refer for employment any individual, in any way which would deprive or tend to deprive any individual of employment opportunities, or would limit such employment opportunities or otherwise adversely affect his status as an employee or as an applicant for employment, because of such individual's race, color, religion, sex, or national origin; or

[1972 Amendments: Sec. 703(c)(2) was amended by P.L. 92-261, effective March 24, 1972, and added the words "applicants for membership".]

(3) to cause or attempt to cause an employer to discriminate against an individual in violation of this section.

(d) It shall be an unlawful employment practice for any employer, labor organization, or joint labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against any individual because of his race, color, religion, sex, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

(e) Notwithstanding any other provision of this title, (1) it shall not be an unlawful employment practice for an employer to hire and employ employees, for an employment agency to classify, or refer for employment any individual, for a labor organization to classify its membership or to classify or refer for employment any individual, or for an employer, labor organization, or joint labor-management committee controlling apprenticeship or other training or retraining programs to admit or employ any individual in any such program, on the basis of his religion, sex, or national origin in those certain instances where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise, and (2) it shall not be an unlawful employment practice for a school, college, university, or other educational institution or institution of learning to hire and employ employees of a particular religion if such school, college, university, or other educational institution or institution of learning is, in whole or in substantial part, owned, supported,

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controlled, or managed by a particular religion or by a particular religious corporation, association, or society, or if the curriculum of such school, college, university, or other educational institution or institution of learning is directed toward the propagation of a particular religion.

(f) As used in this title, the phrase "unlawful employment practice" shall not be deemed to include any action or measure taken by an employer, labor organization, joint labor-management committee, or employment agency with respect to an individual who is a member of the Communist Party of the United States or of any other organization required to register as a Communist-action or Communist-front organization by final order of the Subversive Activities Control Board pursuant to the Subversive Activities Control Act of 1950.

(g) Notwithstanding any other provision of this title, it shall not be an unlawful employment practice for an employer to fail or refuse to hire and employ any individual for any position, for an employer to discharge an individual from any position, or for an employment agency to fail or refuse to refer any individual for employment in any position, or for a labor organization to fail or refuse to refer any individual for employment in any position, if—

(1) the occupancy of such position, or access to the premises in or upon which any part of the duties of such position is performed or is to be performed, is subject to any requirement imposed in the interest of the national security of the United States under any security program in effect pursuant to or administered under any statute of the United States or any Executive order of the President; and

(2) such individual has not fulfilled or has ceased to fulfill that requirement.

(h) Notwithstanding any other provision of this title, it shall not be an unlawful employment practice for an employer to apply different standards of compensation, or different terms, conditions, or privileges of employment pursuant to a bona fide seniority or merit system, or a system which measures earnings by quantity or quality of production or to employees who work in different locations, provided that such differences are not the result of an intention to discriminate because of race, color, religion, sex, or national origin; nor shall it be an unlawful employment practice for an employer to give and to act upon the results of any professionally developed ability test provided that such test, its administration or action upon the results is not designed, intended, or used to discriminate because of race, color, religion, sex, or national origin. It shall not be an unlawful employment practice under this title for any employer to differentiate upon the basis of sex in determining the amount of the wages or compensation paid or to be paid to employees of such employer if such differentiation is authorized by the provisions of Section 6(d) of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 206(d)).

(i) Nothing contained in this title shall apply to any business or enterprise on or near an Indian reservation with respect to any publicly announced employment practice of such business or enterprise under which a preferential treatment is given to any individual because he is an Indian living on or near a reservation.

(j) Nothing contained in this title shall be interpreted to require any employer, employment agency, labor organization, or joint labor-management committee subject to this title to grant preferential treatment to any individual or to any group because of the race, color, religion, sex, or national origin of such individual or group on account of an imbalance which may exist with respect to the total number of percentage of persons of any race, color, religion, sex, or national origin employed by any employer, referred or classified for employment by any employment agency or labor organization, admitted to membership or classified by any labor organization, or admitted to, or employed in, any apprenticeship or other training program, in comparison with the total number or percentage of persons of such race, color, religion, sex, or national origin in any community, State, section, or other area, or in the available work force in any community, State, section, or other area.

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(f) For any employer, labor organization, or employment agency to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under this part.

(g) For any person to aid, abet, incite, compel, or coerce the doing of any of the acts forbidden under this part, or to attempt to do so.

(h) For the governing board of a school district to violate Section 44066 or 87402 of the Education Code.

(i) For an employer, labor organization, employment agency, apprenticeship training program or any training program leading to employment, or any other person, because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, to harass an employee or applicant. Harassment of an employee or applicant by an employee other than an agent or supervisor shall be unlawful if the entity, or its agents or supervisors, knows or should have known of this conduct and fails to take immediate and appropriate corrective action. An entity shall take all reasonable steps to prevent harassment from occurring. Loss of tangible job benefits shall not be necessary in order to establish harassment. The provisions of this subdivision are declaratory of existing law, except for the new duties imposed on employers with regard to harassment. For purposes of this subdivision only, "employer" means any person regularly employing one or more persons, or any person acting as an agent of an employer, directly or indirectly, the state, or any political or civil subdivision thereof, and cities. However, "employer" does not include a religious association or corporation not organized for private profit. For other types of discrimination as enumerated in subdivision (a), an employer remains as defined in subdivision (c) of Section 12926. Nothing contained in this subdivision shall be construed to apply the definition of employer found in this subdivision to subdivision (a).

(j) For an employer, labor organization, employment agency, apprenticeship training program, or any training program leading to employment, to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.

(k) For an employer or other entity covered by this part to refuse to hire or employ a person or to refuse to select a person for a training program leading to employment or to bar or to discharge a person from employment or from a training program leading to employment, or to discriminate against a person in compensation or in terms, conditions, or privileges of employment because of a conflict between the person's religious belief or observance and any employment requirement, unless the employer or other entity covered by this part demonstrates that it has explored any available reasonable alternative means of accommodating the religious belief or observance, including the possibilities of excusing the person from those duties which conflict with his or her religious belief or observance or permitting those duties to be performed at another time or by another person, but is unable to reasonably accommodate the religious belief or observance without undue hardship on the conduct of the business of the employer or other entity covered by this part. Religious belief or observance, as used in this section, includes, but is not limited to, observance such as a Sabbath or other religious holy day or days, and reasonable time necessary for travel prior and subsequent to a religious observance.

(Amended by Stats.1981, c. 11, p. 24, § 1; Stats.1981, c. 270, p. 1363, § 1; Stats.1982, c. 1184, p. 4219, § 1; Stats.1982, c. 1193, p. 4258, § 2; Stats.1984, c. 1754, p. ——, § 2; Stats.1985, c. 1151, p. ——, § 2.)

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Sec. 7287.6. Terms, Conditions and Privileges of Employment.

(a) Fringe Benefits. (Reserved.)

(b) Harassment.

(1) Harassment includes but is not limited to:

(A) Verbal harassment, *e.g.*, epithets, derogatory comments or slurs on a basis enumerated in the Act;

(B) Physical harassment, *e.g.*, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on a basis enumerated in the Act;

(C) Visual forms of harassment, *e.g.*, derogatory posters, cartoons, or drawings on a basis enumerated in the Act; or

(D) Sexual favors, *e.g.*, unwanted sexual advances which condition an employment benefit upon an exchange of sexual favors. [*See also* section 7291.1(f)(1)]

(E) In applying this subsection, the rights of free speech and association shall be accommodated consistently with the intent of this subsection.

(2) Harassment of an applicant or employee by an employer or other covered entity, its agents or supervisors is unlawful.

(3) Harassment of an applicant or employee by an employee other than those listed in subsection (b)(2) above is unlawful if the employer or other covered entity, its agents or supervisors knows of such conduct and fails to take immediate and appropriate corrective action. Proof of such knowledge may be direct or circumstantial. If the employer or other covered entity, its agents or supervisors did not know but should have known of the harassment, knowledge shall be imputed unless the employer or other covered entity can establish that it took reasonable steps to prevent harassment from occurring. Such steps may include affirmatively raising the subject of harassment, expressing strong disapproval, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment under California law, and developing methods to sensitize all concerned.

(4) An employee who has been harassed on the job by a co-employee should inform the employer or other covered entity of the aggrievement; however, an employee's failure to give such notice is not an affirmative defense.

(c) Physical Appearance, Grooming, and Dress Standards. It is lawful for an employer or other covered entity to impose upon an employee physical appearance, grooming, or dress standards. However, if such a standard discriminates on a basis enumerated in the Act and if it also significantly burdens the individual in his or her employment, it is unlawful.

(d) Reasonable Discipline. Nothing in these regulations may be construed as limiting an employer's or other covered entity's right to take reasonable disciplinary measures which do not discriminate on a basis enumerated in the Act.

(e) Seniority. (Reserved.)

Sec. 7287.7. Aiding and Abetting.

(a) Prohibited Practices.

(1) It is unlawful to assist any person or individual in doing any act known to constitute unlawful employment discrimination.

(2) It is unlawful to solicit or encourage any person or individual to violate the Act, whether or not the Act is in fact violated.

(3) It is unlawful to coerce any person or individual to commit unlawful employment discrimination with offers of cash, other consideration, or an employment benefit, or to impose or threaten to impose any penalty, including denial of an employment benefit.

(4) It is unlawful to conceal or destroy evidence relevant to investigations initiated by the Commission or the Department or their staffs.

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Sec. 1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII.* Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, the Commission will look at the record as a whole and the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and regardless of whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, an employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of nonemployees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility which the employer may have with respect to the conduct of such non-employees.

(f) Prevention is the best tool for the elimination of sexual harassment. An employer should take all steps necessary to prevent sexual harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment under Title VII, and developing methods to sensitize all concerned.

(g) Other related practices: Where employment opportunities or benefits are granted because of an individual's submission to the employer's requests for sexual favors, the employer may be held liable for unlawful sex discrimination against other persons who were qualified for but denied that employment opportunity or benefit. [Sec. 1604.11 reads as last amended by 45 FR 74676, effective November 10, 1980]

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California Government Code

CHAPTER 6. DISCRIMINATION PROHIBITED

ARTICLE 1. UNLAWFUL PRACTICES, GENERALLY

Section

12940.1. Individuals with heart trouble; firefighting or law enforcement activities; presumption of inability to perform; burden of proof to overcome presumption.

§ 12940. Employers, labor organizations, employment agencies and other persons; unlawful employment practice; exceptions

It shall be an unlawful employment practice, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California:

(a) For an employer, because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions or privileges of employment.

(1) Nothing in this part shall prohibit an employer from refusing to hire or discharging a physically handicapped employee, or subject an employer to any legal liability resulting from the refusal to employ or the discharge of a physically handicapped employee, where the employee, because of his or her physical handicap, is unable to perform his or her duties, or cannot perform those duties in a manner which would not endanger his or her health or safety or the health and safety of others.

(2) Nothing in this part shall prohibit an employer from refusing to hire or discharging an employee who, because of the employee's medical condition, is unable to perform his or her duties, or cannot perform those duties in a manner which would not endanger the employee's health or safety or the health or safety of others. Nothing in this part shall subject an employer to any legal liability resulting from the refusal to employ or the discharge of an employee who, because of the employee's medical condition, is unable to perform his or her duties, or cannot perform those duties in a manner which would not endanger the employee's health or safety or the health or safety of others.

(3) Nothing in this part relating to discrimination on account of marital status shall either (i) affect the right of an employer to reasonably regulate, for reasons of supervision, safety, security, or morale, the working of spouses in the same department, division, or facility, consistent with the rules and regulations adopted by the commission, or (ii) prohibit bona fide health plans from providing additional or greater benefits to employees with dependents than to those employees without or with fewer dependents.

(4) Nothing in this part relating to discrimination on account of sex shall affect the right of an employer to use veteran status as a factor in employee selection or to give special consideration to Vietnam era veterans.

(b) For a labor organization, because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of any person, to exclude, expel or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of the person in the election of officers of the labor organization or in the selection of the labor organization's staff or to discriminate in any way against any of its members or against any employer or against any person employed by an employer.

(c) For any person to discriminate against any person in the selection or training of that person in any apprenticeship training program or any other training program leading to employment because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of the person discriminated against.

(d) For any employer or employment agency, unless specifically acting in accordance with federal equal employment opportunity guidelines and regulations approved by the commission, to print or circulate or cause to be printed or circulated any publication, or to make any non-job-related inquiry, either verbal or through use of an application form, which expresses, directly or indirectly, any limitation, specification, or discrimination as to race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex, or any intent to make any such limitation, specification or discrimination. Nothing in this subdivision shall prohibit any employer from making, in connection with prospective employment, an inquiry as to, or a request for information regarding, the physical fitness, medical condition, physical condition or medical history of applicants if that inquiry or request for information is directly related and pertinent to the position the applicant is applying for or directly related to a determination of whether the applicant would endanger his or her health or safety or the health or safety of others.

(e) For any employer, labor organization or employment agency to harass, discharge, expel, or otherwise discriminate against any person because the person has made a report pursuant to Section 11161.8 of the Penal Code.

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RICHMOND FIRE DEPARTMENT

PERFORMANCE EVALUATION

NAME OF EMPLOYEE

CLASSIFICATION:
Captain / Engineer
Firefighter / Inspector

SUPPRESSION

STATUS

FIRE PREVENTION

( ) PROBATIONARY ( ) PERMANENT

OCCASION FOR REPORT

( ) ANNUAL REPORT
( ) PROBATION

PERIOD COVERED BY EVALUATION

FROM _____ TO _____

U: UNSATISFACTORY
NI: NEEDS IMPROVEMENT
FC: FULLY COMPETENT
C: COMMENDABLE
N/A: NOT APPLICABLE

A. JOB EFFECTIVENESS	U	NI	FC	C	N/A
1. Produces required amount of work to meet the expected standards.	( )	( )	( )	( )	( )
2. Organizes time and sets priorities.	( )	( )	( )	( )	( )
3. Completes work assignments in alloted amount of time with a minimum of follow-up.	( )	( )	( )	( )	( )
4. Produces accurate and thorough work that meets expected standards.	( )	( )	( )	( )	( )
5. Is knowledgeable about job function and program goals.	( )	( )	( )	( )	( )
6. Demonstrates initiative and resourcefulness in identifying problems and taking action toward their solution.	( )	( )	( )	( )	( )
7. Exercises sound judgement and discretion in making decisions.	( )	( )	( )	( )	( )
8. Demonstrates ability to interpret and respond to new instructions, retains information, and recognizes implications.	( )	( )	( )	( )	( )

COMMENTS _____

B. JOB SKILLS					
1. Follows appropriate work policies and procedures in daily work routine.	( )	( )	( )	( )	( )
2. Communicates effectively in oral and written communications.	( )	( )	( )	( )	( )
3. Is fully competent in technical skills required to perform job.	( )	( )	( )	( )	( )
4. Exercises care and skill in the use of tools, machines, equipment and materials.	( )	( )	( )	( )	( )

COMMENTS _____

C. DEVELOPMENT					
1. Demonstrates growth and development in job skills and effectiveness.	( )	( )	( )	( )	( )
2. Follows directions, asks questions when uncertain, is receptive to suggestions for work improvements.	( )	( )	( )	( )	( )
3. Demonstrates interest in training and benefits from training received.	( )	( )	( )	( )	( )

RETIRED CURRICULUM

RICHMOND FIRE DEPARTMENT

PERFORMANCE EVALUATION

NAME OF EMPLOYEE

CLASSIFICATION:
Captain / Engineer
Firefighter / Inspector

SUPPRESSION

STATUS

FIRE PREVENTION

( ) PROBATIONARY ( ) PERMANENT

OCCASION FOR REPORT

PERIOD COVERED BY EVALUATION

( ) ANNUAL REPORT
( ) PROBATION

FROM _____ TO _____

U: UNSATISFACTORY
NI: NEEDS IMPROVEMENT
FC: FULLY COMPETENT
C: COMMENDABLE
NA: NOT APPLICABLE

		U	NI	FC	C	N/A
A.	**JOB EFFECTIVENESS**					
1.	Produces required amount of work to meet the expected standards.	( )	( )	( )	( )	( )
2.	Organizes time and sets priorities.	( )	( )	( )	( )	( )
3.	Completes work assignments in alloted amount of time with a minimum of follow-up.	( )	( )	( )	( )	( )
4.	Produces accurate and thorough work that meets expected standards.	( )	( )	( )	( )	( )
5.	Is knowledgeable about job function and program goals.	( )	( )	( )	( )	( )
6.	Demonstrates initiative and resourcefulness in identifying problems and taking action toward their solution.	( )	( )	( )	( )	( )
7.	Exercises sound judgement and discretion in making decisions.	( )	( )	( )	( )	( )
8.	Demonstrates ability to interpret and respond to new instructions, retains information, and recognizes implications.	( )	( )	( )	( )	( )

COMMENTS _____

B.	**JOB SKILLS**					
1.	Follows appropriate work policies and procedures in daily work routine.	( )	( )	( )	( )	( )
2.	Communicates effectively in oral and written communications.	( )	( )	( )	( )	( )
3.	Is fully competent in technical skills required to perform job.	( )	( )	( )	( )	( )
4.	Exercises care and skill in the use of tools, machines, equipment and materials.	( )	( )	( )	( )	( )

COMMENTS _____

C.	**DEVELOPMENT**					
1.	Demonstrates growth and development in job skills and effectiveness.	( )	( )	( )	( )	( )
2.	Follows directions, asks questions when uncertain, is receptive to suggestions for work improvements.	( )	( )	( )	( )	( )
3.	Demonstrates interest in training and benefits from training received.	( )	( )	( )	( )	( )

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PERFORMANCE EVALUATION REPORT

OVERALL EVALUATION: Overall rating should reflect categories A through E

( ) UNSATISFACTORY ( ) NEEDS IMPROVEMENT ( ) FULLY COMPETENT ( ) COMMENDABLE

EVALUATOR'S COMMENTS: (To be filled out at time report prepared.) Include (a) facts and specific performance information, (b) results achieved, (c) list major strengths and weaknesses of employee, and (d) recommendations, including supervisor's plans to improve employee's performance and to meet training needs. If applicable, indicate other supervisors with whom you conferred.

Signature of Evaluator | Title | Date

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PERFORMANCE EVALUATION REPORT

OVERALL EVALUATION: Overall rating should reflect categories A through E

( ) UNSATISFACTORY ( ) NEEDS IMPROVEMENT ( ) FULLY COMPETENT ( ) COMMENDABLE

EVALUATOR'S COMMENTS: (To be filled out at time report prepared.) Include (a) facts and specific performance information, (b) results achieved, (c) list major strengths and weaknesses of employee, and (d) recommendations, including supervisor's plans to improve employee's performance and to meet training needs. If applicable, indicate other supervisors with whom you conferred.

Signature of Evaluator | Title | Date

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A GLOSSARY OF EQUAL EMPLOYMENT OPPORTUNITY TERMS

The terms in this Glossary are examples of those likely to be encountered by practitioners in the area of equal employment opportunity. The Glossary is intended to present some of the special language of EEO; hence, it is not comprehensive in coverage.

A

ADVERSE EFFECT

As used in the context of employee selection, adverse effect is a differential rate of selection which operates to the disadvantage of a particular class. It is computed by dividing the number of class members selected by the total number of class members who were administered the test, and comparing the result with a percentage derived in a similar way for the remaining unselected group. For example, a test which rejected 50 percent of minority group applicants but only 10 percent of non-minority applicants would be determined to have an adverse effect, if the sample were adequate.

In itself, adverse effect may not constitute a violation of Title VII, but its existence usually creates that suspicion. An employer may be able to justify the adverse effect of hiring criteria by showing that they are job-related and neutral in their application, but under EEOC guidelines the employer always bears the burden of proof.

AFFECTED CLASS

Job applicants or employees with a common characteristic (race, religion, sex, national origin, age) who have been denied equal opportunity in violation of Title VII, at any step in the employment process.

AFFIRMATIVE ACTION PLAN

A set of specific and result-oriented procedures required of government contractors/subcontractors to achieve equal employment opportunity. An acceptable affirmative action plan must include: (1) an analysis of the areas in which the contractor is deficient in the utilization of minority groups and women; and (2) goals and timetables to which the contractor must direct his good faith efforts in correcting the deficiencies and increasing the utilization of minorities and women at all levels of the work force where deficiencies exist (Revised Order 4).

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B

BFOQ	A bona fide (genuine) occupational qualification which legally permits employer to select or reject employees of a certain religion, sex, national origin, age, etc. This employment exemption must be deemed reasonably necessary to the normal operation of the particular business or enterprise.

C

CLASS ACTION	A court action brought on behalf of other persons of the same affected class.
COMPLIANCE AGENCIES	Under Executive Order 11246 and other executive orders, the EEOC is charged with insuring EEO compliance by non-exempt government contractors and subcontractors. The EEOC has delegated responsibility for enforcement to other agencies, known as "compliance agencies." For example, the Department of Defense and the Department of Health, Education and Welfare.
CONCILIATION	In EEOC procedures, conciliation refers to an attempt by the Commission to resolve a charge of discrimination by voluntarily means through consultation and persuasion.
CONSTRUCTIVE SENIORITY	See "Fictional Seniority"
COVERT DISCRIMINATION	Subtle, mostly unintentional, forms of discrimination which pervade an organization. Such "systemic" or "institutionalized" discrimination is found on artificial barriers which appear "neutral" on their face – often insurmountable barriers for minorities and women to overcome.
CRITERION RELATED	See "Validity"

D

DISPARATE IMPACT or DISPARATE EFFECT	See Adverse Effect
DISTRIBUTION RATE	(1) The degree (percentages) to which a given protected class is employed in the various job titles, job classes, and other units within the employing organization; and (2) the degree (percentages) to which individuals of a given protected class are involved in various employment transactions (for example,

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application for employment hiring, placement, promotion, separation, etc.).

E

EMPLOYMENT TEST — Defined in the EEOC Guidelines as "any paper-and-pencil or performance measure used as a basis for an employment decision and all formal, scored, quantified or standardized techniques of assessing job suitability." (See also Validity)

EQUITABLE REMEDY — A fair way of preventing, redressing, or compensating a violation of the rights of a particular individual or class of individuals.

EXTERNAL LABOR AREA or EXTERNAL LABOR MARKET — A geographic area from which an employer may reasonably recruit new workers.

F

FICTIONAL SENIORITY — Sometimes called "phantom" or "unearned" seniority. In layoffs, those who were hired last under an affirmative action program argue that their layoff defeats the goal of affirmative action. Therefore, they maintain that, at the very least, some senior employees should be laid off in order to maintain the ratio, for example, of men to women or whites to blacks that existed before the layoffs occurred.

"FREEDOM NOW" THEORY — An approach to remedy past employment discrimination by giving minorities or women with more plant seniority the jobs of whites or males with less plant but more departmental seniority. That is, minorities or women would displace white or male incumbents who hod jobs – "but for" discrimination – minorities or women would be entitled to because of greater plant seniority. (See also "Rightful Place" theory and "Status Quo" theory)

G

GOALS AND TIMETABLES — Measurable targets, directed at achieving prompt and full utilization of minorities and women in the workforce. Nonexempt government contractors are required to include goals and timetables in their affirmative action programs and to make every effort to achieve them. But failure to meet goals and timetables will be excused if the contractor can show good faith efforts have been made. (See also "Quotas").

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I

INCIDENCE RATE — Measures the degree to which a specific protected class is involved in any various steps of the employment process. For example, if there are 80 black males of who 20 are promoted, the incidence rate is compared with the degree to which the specific protected class is represented in the external labor market.

L

LIQUIDATED DAMAGES — Payment of back wages plus an additional amount, equal to the back wages found due – in effect, double damages. Liquidated damages can be awarded under Equal Pay Act and the Age Discrimination in Employment Act of 1967.

O

OVERT DISCRIMINATION — Intentional and obvious forms of discrimination, for example, job assignment by race or sex, resulting in segregated departments or work units.

P

PARITY — In EEO language, parity describes a condition in which the percentage participation of protected classes in an organization (and/or its units, job classes, etc.) is identical to the equivalent percentages in the external labor area. The two types of parity are:

(1) Population Parity - compares the percentage participation by the protected classes in an organization with their percentage participation in the appropriate external labor force;

(2) Occupational parity - compares the percentage participation of protected classes in distinct occupational categories in the organization with the participation of these classes in the same categories in the appropriate external labor force.

PARTICIPATION RATE — (1) Percentage of incumbents in a job title, class, department or other organizational unit (including the whole organization) who belong to a given protected class; and

(2) Percentage of individuals involved in an employment transaction (for example, application for employment, hiring, placement, promotion, separation) who belong to a given

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protected class.

"PATTERN OF PRACTICE" OF DISCRIMINATION — Situations in which the denial of employment rights consists of more than an isolated, sporadic incident, i.e., is repeated, routine or of a generalized nature. For example, a "pattern or practice" of discrimination would rise if a number of companies or persons in the same industry discriminated; or if a chain of motels or restaurants practiced discrimination throughout all or a significant part of their system; or if a company repeatedly and regularly engaged in prohibited discriminatory acts. Under the 1972 amendments to Title VII, EEOC has the exclusive jurisdiction to bring pattern or practice actions in the private sector.

PRESENT EFFECT OF PAST PATTERNS OF DISCRIMINATION — EEOC and the courts have consistently held that employers are liable for correcting situations in which employees continue to suffer the "present effects of past patterns of discrimination." For example, an employer may grant plantwide seniority to affected employees to promote or transfer them, without loss of their seniority rights under a departmental seniority system.

PRIMA FACIE CASE OF DISCRIMINATION — A case which at "first sight," or "on the fact of it," establishes a reasonable cause to believe discrimination exists.

PROTECTED CLASSES — A generic term, with no precise legal meaning, which describes those groups that, in the eyes of Congress and the courts, have suffered the effects of discriminatory employment practices. It applies to individuals who have been discriminated against on the basis of race, color, religion, sex, national origin under Title VII, or on the basis of age under Age Discrimination in Employment Act of 1967.

Q

QUOTAS — Fixed numbers of percentages of hiring or promoting minorities or females that must be met by the employer. Failure to meet a quota cannot be justified. (See also "Goals and Timetables")

R

RELEVANT LABOR POOL — The total number of incumbent employees who are in position for a specific promotion. All candidates who could conceivably be considered for a promotion.

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RIGHTFUL PLACE THEORY — An approach fashioned by the courts to remedy past employment discrimination without granting preferential treatment to minorities and women. It forbids the future awarding of vacant jobs on the basis of discriminatory seniority system. Incumbent employees would not be bumped out of their jobs by minority or female employees with greater plant seniority, but plant seniority would be applied for filing new positions. (See also "Freedom Now" theory and "Status Quo" theory)

S

"STATUS QUO" THEORY — Based upon the interpretation that Title VII is prospective not retrospective. Under this approach an employer satisfies Title VII merely by ending existing discrimination, but does nothing to undo the effects of past discrimination. Status quo has been rejected by the courts in seniority cases in favor of the "rightful place" theory. (See also "Freedom Now" theory and "Rightful Place" theory)

SYSTEMATIC DISCRIMINATION — A practice or policy persisting over a period of time, rather than a specific overt action, which results in the denial of equal employment opportunity. Such a result of the "system" is systematic or institutionalized discrimination. The fact that the policy may have been inadvertent or unintentional is no defense under Title VII.

V

VALIDITY — Three types of test validation standards are used to show that the test is job related:

(1) Content validity - is a demonstration that the content of the test replicates the job duties. Tests of skills which the applicant must bring to the job (e.g., typing) can be justified on the basis of content validity.

(2) Criterion-related validity - is a statistical demonstration of a relationship between a test and the job performance of a sample of workers. Intelligence and aptitude tests usually need to be justified by a criterion-related validity study.

(3) Construct validity - is a demonstration that a test measures a personality trait (e.g., "integrity") and that the trait is required for the satisfactory performance of the job.

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THE COURTS

"BANDING" TEST SCORES TO PROMOTE MINORITIES IS UPHELD

The City and County of San Francisco had been found to have a history of employment discrimination based on race and sex. The court established a long-term goal of 45% minority representation in the Police Department and prohibited "selection procedures that have an adverse impact on minorities and women unless they are proven to be valid.

The City attempted to change the relative weight of different components of an examination after the exams were graded in order to improve promotional opportunities for minorities. The court disallowed that approach.

Next, the City attempted "banding," which grouped together scores within 4% and treated then the same because the difference would be "considered to be statistically insignificant."

The City proposed to "use race as the sole criterion for promoting candidates" with scores within the same band, selecting minority candidates first. The court found this approach to be unconstitutional.

However, banding as such "was an appropriate use of test scores." When the City proposed to consider professional conduct, education, training and experience, as well as race, in selecting candidates within the scoring band, the court found this to be "legally sound."

The union objected based on 1991 amendments to Title VII of the 1964 Civil Rights Act which prohibits employment practices where race is a "motivating factor." The court concluded that an Affirmative Action plan in accordance with pre-1991 law is permissible. Another section of the new federal law provides that it is unlawful to "alter the results of employment related tests based on the basis of race" As the union did not raise this issue in its opening brief, the court refused to address it.

In permitting the "banding" approach, the court noted the historical "severe under-representation of minorities" in the City's Police Department, which presented a "prima facie case of discrimination." Furthermore, "minorities continue to be under-represented." These circumstances were a factor in the court's decision.

The court said "today we hold that the banding process is valid as a matter of constitutional and federal law." It is "a unique and innovative program which succeeds in addressing past harms to minorities while minimizing future harmful effects on non-minority candidates. The successful efforts of all parties and the district court in reaching this resolution are to be lauded."

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(Officers for Justice V. Civil Service Commission of the City and County of San Francisco, U.S. Court of Appeals, 92 Daily Journal D.A.R. 14970, November 5, 1992.)

It should be noted that the City did not base all of its promotion on this "banding" concept. To the contrary, the first 100 promotions were based strictly on raw test scores. Then, the banding approach was used for the next fifteen promotions, about half of whom were minorities.

The union in considering whether to appeal the decision to the U.S. Supreme Court. Their attorney felt the high court would probably not hear the appeal because it had already denied review of a similar case in Connecticut.

The City's firefighters' union also raised a legal challenge to "banding" in the Fire Department. Banding provided a minority applicants with seven of the twelve promotions to Captain. However, the court dismissed the appeal based on the union's lack of standing. As the fifteen highest scoring non-minority candidates filed suit separately and were not represented by the union, the court found that none of the members who were represented by the union have "suffered injury."

The union also claimed it was denied the opportunity to meet and confer pursuant to the Meyer-Milias-Brown Act. As that is state law, the court found there is "no federal jurisdiction over this claim." Thus, the union lacked standing and its appeal was dismissed.

(United States v. City and County of San Francisco, U.S. Court of Appeals, 92 Daily Journal D.A.R. 15045, November 6, 1992

Note: The City and the union were both defendants in the original decision which allowed the banding approach for Fire Department promotions. Only the union appealed that decision and the court found it lacked standing.

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November 1992

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By Philip C. Stittleburg

In personnel decisions, it's justify or die

Promotions are usually the source of considerable happiness when achieved. However, when denied, they frequently cause the unsuccessful candidates to ask why. This sometimes leads to an examination of the work experience with that particular employer over a long period of time. Such was the case in *Gallipo v. City of Rutland*, 656 A.2d 635 (Vt. 1994).

In November 1985, Rutland, Vt., Fire Chief Gerald Lloyd posted a notice of an opening for the position of lieutenant. Included in the position's responsibilities were supervision of the fire alarm and traffic system. Raymond F. Gallipo, who had been a member of the Rutland Fire Department since 1962, applied for the position.

When he was not selected for the position, nor for two subsequent promotions, he concluded that his employer was discriminating against him and filed a complaint under the Vermont Fair Employment Practices Act. After the trial court dismissed his suit prior to trial, he appealed to the Supreme Court of Vermont.

Gallipo alleged that it was standard department procedure to promote the most senior candidate, unless that person did not want the job or had an alcohol problem. He argued that this policy established a property right protected by 42 USC 1983, and that the department violated this right when it passed him over for promotion in favor of personnel junior in service to him.

The court ruled that Section 1983 does not create substantive rights, but rather merely provides remedies for the deprivation of rights established elsewhere. Since no statute or regulatory provision was found creating a right to promotion based on seniority, no property right was demonstrated, and Galippo's claim on this point failed.

However, Gallipo also argued that the department practice of promotion based on seniority could create not only a property right, but also an implied contract justifying an expectation of promotion based on seniority. The court again disagreed with Gallipo, holding that the evidence presented did not clearly

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show a practice of seniority-based promotion.

Instead, the City of Rutland Personnel Rules & Regulations (1978) provided that time in service should be considered where all qualifications were equal. Thus, seniority was to serve only as a tie-breaker. Since the job description for the lieutenant's position included a list of educational and other requirements in addition to five years of successful experience as a firefighter, Gallipo had no property right to promotion based on seniority alone.

Gallipo also alleged that he was the victim of both religious and disability discrimination. In support of his claim of religious discrimination, he said that his viewing of the religious TV program "The 700 Club" was a factor in Chief Lloyd's decision not to promote him. His allegation was supported by the deposition testimony of Rutland Alderman John Cassarino, who said that Chief Lloyd had told him that Gallipo was watching "PTL" (another religious TV program) or "The 700 Club" all the time, and "the guys were sort of making fun of that, and he wasn't really commanding."

Chief Lloyd, on the other hand, stated that in his conversation with Alderman Cassarino he had said that Gallipo had not demonstrated the leadership, knowledge and qualifications necessary for the position. He further recalled saying that Gallipo had a great deal of free time at the station and that most of his free time was spent watching TV. He said that Gallipo could use his free time in a more constructive manner to prepare himself for future officer vacancies.

In discrimination claims, records dating far back can become important.

The appellate court concluded that one possible inference from this evidence was that Chief Lloyd believed that Gallipo lacked leadership qualities and was unsuitable for the lieutenant's position because the other firefighters would not respect him because of his religious practices. An employer may not consider its employees' animosity toward a protected class in making an employment decision. Consequently, the appellate court ruled that Gallipo's religious discrimination claim should not have been dismissed and that he was entitled to a trial on this issue.

The court next considered the disability discrimination claim. Gallipo submitted expert evidence that he suffered from dyslexia and read unfamiliar words at a second-grade level. However, his expert also testified that, with accommodations, he could qualify to perform a job requiring high school-level reading skill. Furthermore, a retired deputy chief of the Burlington (Vt.) Fire Department gave deposition testimony that the occasions necessitating reading are rare.

Alderman Cassarino testified that Chief Lloyd told him that the next lieutenant he picked would be the chief or assistant chief in time. That person would have to be able to do a lot of book work, and Chief Lloyd would hate to see Gallipo in that position, because his inability to read would put him on the spot.

Once more, the appellate court concluded that Gallipo had enough evidence to support a prima facie case. Consequently, it ruled that he should be allowed to take his disability discrimination claim to trial.

Gallipo also alleged that he was the victim of retaliatory discrimination as a result of bringing his claims. He commenced his lawsuit on Jan. 22, 1988. On Jan. 29, he was assigned to "detail," which required him to perform menial chores, such as trash hauling and taking coffee orders, duties he had not performed in 10 or more years.

Also, starting about seven months later, he began having reprimand letters issued to him, eventually receiving three, although he had received none in his previous 26 years of service. The reprimands were for failure to respond to an emergency call in a timely fashion, non-response to emergency calls on two separate occasions, failure to wear proper equipment and abuse of sick leave.

While the trial court ruled that the seven months intervening between the filing of the action and the receipt of the first reprimand letter were too long to establish the necessary causal link to show retaliation, the Supreme Court took a different view. It held that Gallipo's assignment to "detail," coupled with no disciplinary action for 26 years until after he filed his suit, raised a genuine issue of fact that Gallipo was entitled to try to prove.

The end result of the appeal was that the case was remanded, with Gallipo given the opportunity to prove his claims of religious, disability and retaliatory discrimination. As we go to press, jury selection is pending in the trial court.

This case illustrates the fact that in discrimination claims, records dating far back can become important. If an employee has many years of service, it's likely that the entire employment history will be taken into account. Consequently, there is no substitute for thorough record-keeping.

It also illustrates how critical a change in job performance evaluation can be. An employer who is trying to show that disciplinary proceedings are properly motivated will have a difficult task if the employee has a lengthy, blemish-free record, as Gallipo did. Substantial proof will almost certainly be required. Whenever a promotion is denied, the employer must be able to document the reason for the decision. FC

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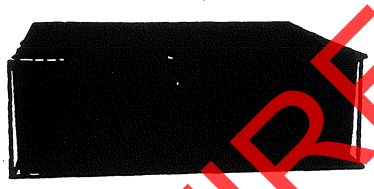
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Perspectives and discussions from both labor and management representatives revolved around these items. The roles and responsibilities of LMC members, staff, and other personnel indirectly involved with the development of the program were discussed. The "norms" of the LMC were stressed as critical to the success of achieving the goals of the grant. From the LMC's experience, the following criteria for success were described:

- clear role definitions and responsibilities;
- adherence and periodic review of the norms;
- working toward the completion of objectives within the allotted time frame; and,
- consensus and commitment to the value and mission of the program.

Win-Win Bargaining in the Public Sector

Melissa Franklin, Amphitheater, Ariz., Public Schools
David Hayden, Arizona School Employees Association

In the spring of 1989, salary and fringe benefit negotiations were unproductive to the point of moving to arbitration. Wounded relationships were evident on both sides of the table and true communication was nonexistent.

The spring of 1990 brought significant change to the process. For the first time, negotiations were held in a public forum. Feelings ran high and it became extremely difficult for the group to be productive. A settlement was ultimately reached through mediation.

After two years of negotiations that were unproductive and hurtful, an agreement between the school administration and the Amphitheater Education Association was signed. The accord called for the establishment of a committee structure for negotiations and Win-Win training for future negotiators.

Rebound: New Beginnings

Policy 4185.2 (a) established facilitator/coordinators and committees with specific assignments to represent the interests of the governing board and administration, and the interests of the Amphitheater Education Association and individual employees. Two committees dealt with issues affecting certified employees; one committee dealt issues concerning classified employees. We were off to a new start with high hopes.

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Action: The Process Takes Shape

Three committees were formed to work with salary, fringe benefits and policy matters. A facilitator/coordinator was appointed for the Administrative negotiating team and the Teacher Association team. Two days of intensive Win-Win training took place for all persons who were to negotiate. During this time, new relationships were formed and a new sense of trust began to replace doubts and hard feelings.

All costs associated with the Win-Win training were paid by the Amphitheater School District. Negotiators were paid bonuses for their participation on a negotiations team. The facili-tator/coordinators received a bonus and were given release-time from their regular duties to deal with negotiation matters.

Win-Win bargaining is negotiating that is based on principles, assumptions, steps and techniques, which trained negotiators use to achieve positive results for both sides. They are:

Principles:

- Focus on issues - not personalities;
- Focus on interests, not positions;
- Create options to satisfy both mutual and separate interests; and
- Evaluate options with standards, not power.

Assumptions:

- Bargaining enhances relationships;
- Both parties can win;
- Parties should help each other win;
- Open discussion expands mutual interests and options; and
- Standards can replace power in bargaining outcome.

Steps:

- Prepare for Win/Win bargaining;

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- Develop opening statements;
- Identify issues;
- Identify interests;
- Develop options;
- Judge options with standards; and
- Achieve Win/Win agreement.

Techniques:

- Brainstorming;
- Consensus building;
- Problem solving;
- Idea charting; and
- Others.

Results:

Negotiations began in the fall of 1990 and continued through the school year, ending in June 1991. The negotiations were very productive and produced an ambitious program of work to be carried out during the 1991-92 school year. Our salary and fringe benefit settlements for both classified and certified employees were the best in any Arizona school district. This settlement occurred at a time when state funding for schools was decreased.

The following are the negotiated agreements that were a result of the Win-Win bargaining process which occurred in 1991:

For all employees:

- A salary increase of 2.5 percent for all employees;
- Benefits remained unchanged, medical and dental insurance and life insurance paid by district; and

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- A salary bonus plan was established stipulating that if funds are saved in the areas of unused sick leave, substitute costs, repair costs, legal fees, utilities, and fringe benefit costs, the savings will be passed on to employees at the end of the year.

For certified employees:

- New policies were written regarding restructuring and class size in the district;

- Policies were revised which dealt with career teachers as substitutes, sick leave, grievances, copyrights and patents and release time for the Teacher Association president;

- A district/community committee was established to study the district budget and give recommendations for cost-saving measures that could result in more money for salaries; and

- Salary comparisons will be made between the Amphitheater salary scale and the average of districts in the Tucson area. If deficiencies are found, a plan will be implemented to make the Amphitheater salary scale comparable to those of surrounding districts.

For classified employees:

- Policies regarding staff promotion or transfer, orientation, and hiring procedures were revised;

- Committees were created that will revise the classified evaluation system, rewrite the exit interview, form and develop a table of disciplinary actions to accompany the existing grievance policy; and

- The group also made recommendations to the Governing Board regarding the need to follow more closely regulations having to do with communication issues.

The Future: We're Booked for a Repeat Performance

The district is again this year using the Win-Win process for conducting negotiations. The committee structure and compensation for participants in negotiations are still in existence. Win-Win training has been completed for new participants, and last year's committee members have taken a refresher course. Bargaining issues are being identified and schedules are being set. It is with confidence that we embark on our second year of negotiations using a Win-Win format.

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Chapter 3

PERSONNEL RECORDS AND REPORTS

SECTIONS:

3.10 Reports of Personnel Actions
3.20 Personnel Files
3.30 Department Working Files
3.40 Records Retention
3.50 Employee Access to Personnel Files
3.60 Confidentiality and Public Disclosure
3.70 Verifying Employment and Giving References

3.10 Reports Of Personnel Actions

Every appointment, transfer, promotion, demotion, suspensions, change of salary rate or any other temporary or permanent change in employment status must be promptly reported to the personnel department. Reporting procedures and forms are established by the personnel director.

3.20 Personnel Files

Central Personnel Files A central personnel file for each regular employee is created and maintained by the personnel department. This is the City's official record for each employee. Information compiled and retained in the central personnel file includes (but is not limited to):

(1) Basic Employee Information:

a. Personal Data

Legal Name
Mailing Address
Telephone Number
Date of Birth
Social Security Card Copy
Driver's License Copy (as needed)
Military Obligation (as needed)
Emergency Contact Information

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3.20 Personnel Files (continued)

Centralized Personnel Files (continued)

(1) Basic Employee Information: (continued)

b. Employment Data

Job Title
Department
Equal Employment Opportunity Status

(2) Personnel Action Notices Documents regarding changes in pay, classification, or employment status.

(3) Training Records (optional)

(4) Copies of Required Licenses & Certifications (optional)

(5) Benefit Selection Records

(6) Peformance Profile:

Annual performance appraisals
Commendations and awards
Disciplinary actions

(7) Miscellaneous Correspondence

(8) Original Application Materials:

Application
Cover Letter
Resume
Correspondence

(9) Separation Materials:

Letter of Resignation
Retirement Records
Exit Interview
Authorization to Release Information

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3.30 Department Working Files

Departments may create and maintain working files for the convenience of the department. Department working files are not a part of and may not substitute for the employee's central personnel file. Employees have the same access to department files as to their central personnel file.

3.40 Records Retention

Policy Personnel records are retained as listed in the schedule below. Actual retention practices may be modified by a lawsuit, statute, complaint or grievance, or to further the orderly administration of the City.

Retention Schedule

General Records

Record of Employment.....Permanent
Dates of employment
Classifications held
Rates of pay
Retirement Records

Central Personnel File.....6 Years after separation

Employment Applications of Persons not Hired.....2 Years

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Retention Schedule: (continued)

Disciplinary Records

Oral Warnings.....1 Year

An informal record of an oral warning may be placed in a department file by the supervisor or department head. If placed in a file, this record is kept for one year and then discarded, provided there has been no recurrence of the behavior which caused the oral warning.

Written Warnings.....1 Year

A copy of a written warning is kept in an employee's central personnel file for one year. It is then removed if there has been no recurrence of the behavior which caused the warning. A supervisor or department head may request in writing the personnel director remove a warning after six months.

Suspensions/Dismissals.....6 years after separation

A written notice of a suspension or dismissal is a continuing part of an employee's central personnel file and is destroyed with the non-permanent portions of the file no less than six years following separation.

Other Disciplinary Actions.....Varies

The personnel director will consult with the department head and determine the appropriate record retention for any disciplinary actions other than oral warnings, written warnings, suspensions, and dismissals.

[See Section 11.30 for other authorized disciplinary actions]

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3.50 Employee Access to Personnel Files

Inspection Any employee may review the contents of their own central personnel file. Inspection requests for the central personnel file are made to the personnel director who will set aside a time and a place for the employee to review the file.

Removal or Rebuttal of Information Any employee may request removal of irrelevant or erroneous information in his or her central personnel file. The request must be made in writing to the personnel director.

The personnel director consults with the department head as appropriate to evaluate requests. If the personnel director approves the request, he or she will remove the information. If the personnel director denies the request, the challenged information remains in the central personnel file.

The employee is notified of the personnel director's decision. In the case of denial, the employee may file a written rebuttal statement to be placed in the file. An employee may also rebut information in the central personnel file which involves a difference in perception or interpretation on the part of a supervisor and the employee.

Security Central personnel files are not to be removed from the personnel department at any time or under any circumstances without prior specific approval from the personnel director.

3.60 Confidentiality and Public Disclosure

Confidentiality Personnel files are kept confidential to the maximum extent permitted by law. Only the employee, the employee's supervisor and department head, the personnel director and the Mayor have access. The personnel director may authorize other City officials to review personnel files for specific purposes.

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3.60 Confidentiality and Public Disclosure (continued)

Public Disclosure/Employee Notification Except for routine verifications of employment, no information from an employee's central personnel file is released to the public, including the press, without a written request for specific information.

Employees are notified by the personnel director upon receipt of a written request for information from their personnel files.

Certain information will not be released to the public except in emergencies or pursuant to a court order. This includes home or mailing addresses, home phone number, emergency contact information and the names and addresses of relatives and beneficiaries. Other information in personnel files will not be disclosed if doing so would violate an employee's right to privacy as defined by law.

The decision to release or not release information is made by the personnel director. The personnel director will make a reasonable effort to discover the employee's wishes prior to deciding to release or not release information.

The personnel director notifies an employee of the decision made and the information released, if any.

3.70 Verifying Employment and Giving References

Employment Verification The personnel department will verify employment of current and former employees upon request from a prospective employer or financial organizations such as a bank, mortgage company or credit bureau. Unless the employee has provided written consent to provide additional information, only the following information will be provided:

- The employee's full name
- Dates of employment

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3.70 Verifying Employment and Giving References (continued)

Employment Verification (continued)

- Job title
- Classification
- Pay Range

Personnel Gives References Only the personnel department will provide employment references on current or former regular City employees. Departments may give references on temporary employees and volunteers.

Employment references are limited to objective information documented in the City's central personnel files or, for temporary employees and volunteers, in department files.

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WHAT'S YOUR ORGANIZATION'S DIVERSITY QUOTIENT?

VISUAL

1. *Are there women and people of color in line positions as well as staff positions, and at all levels.*
2. *Do photos and illustrations in newsletters and marketing materials show that the people who work at your office are diverse?*
3. *Are there departments or sections where there is little diversity?*
4. *Are there jobs where people of one gender predominate?*
5. *Are there employees with physical disabilities?*

POLICY

6. *Has management articulated a need for diversity?*
7. *Do people from varied groups participate in policy decisions?*
8. *Does the organization have a sexual harassment policy?*
9. *Does the organization encourage early retirement?*
10. *Are managers trained on how to work with a diverse workforce?*

ENVIRONMENT

11. *Do men and women go to lunch together without provoking comment?*
12. *Do employees of different racial groups and genders socialize together?*
13. *Are ethnic, racial or sexist jokes told and tolerated?*
14. *Can and do people talk openly about the issues of race and gender?*
15. *Do you sponsor events, such as sports outings, that appeal mostly to men?*
16. *Does management belong to clubs with exclusionary membership policies?*
17. *Do you sponsor events as such facilities?*

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MARKETPLACE

18. *Is your client base diverse?*

19. *Do your suppliers and contractors represent a racially and gender-diverse population?*

20. *Are certain types of people excluded from client entertainment events.*

PATTERNS

21. *Do women, minorities or members of other identifiable groups leave the organization at a greater rate that others?*

22. *Do support staff and others call both male and female managers and supervisors by their first names?*

23. *Do certain kinds of people get the more challenging assignments?*

24. *Are there limited job categories in which you find people for whom English is a second language?*

LIFESTYLE

25. *Do management women have children or families, as opposed to being predominately single or childless?*

26. *Are there known gays and lesbians at all levels in the organization?*

27. *Do people openly take different religious holidays?*

28. *Is it possible for people to arrange alternative work schedules?*

CHECK YOU SCORE

One point for each "yes", except on questions 3, 4, 13, 15, 16, 17, 20, 21, 23 and 24. On those questions a "no" answer earns a point.

HOW YOUR ORGANIZATION RATES

21 TO 28 POINTS:	*You're a 21st century employer.*
14 TO 20 POINTS:	*You're a 90's employer.*
7 TO 13 POINTS:	*You're an early 20th century employer. If your score was 6 or lower, add five points to your organization's total for taking the test.*

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RECRUITMENT PRACTICES

Although entry level corporate hiring is generally well documented, consistent recruitment and tracking practices generally did not exist above a certain level. A commitment to make good faith efforts to attract a broad, diverse pool of talent from which to hire was not apparent.

LACK OF OPPORTUNITY TO CONTRIBUTE AND PARTICIPATE IN CORPORATE DEVELOPMENT EXPERIENCES

Often elaborate corporate systems of early identification, career development, needs assessments, and succession planning were not monitored to ensure access for qualified minorities and women.

GENERAL LACK OF CORPORATE OWNERSHIP OF EQUAL OPPORTUNITY PRINCIPLES

When Departmental staff discussed diversity and a commitment to take appropriate good faith measures, mangers often expressed that such responsibilities were someone else's - the human resources division's, or the EEO Director - but not their's.

PERFORMANCE MEASURES

Women expressed concern that they were not held to the same performance measures as men and believed they had to work twice as hard and stay in a grade longer before promotion. Women with equal or better education still continue to earn less than men.

MOBILITY

The ability to relocate continues to be a requirement to career progression and advancement to the executive suite. Many companies are not clearly stating this advancement requirement to minorities and women and often are assuming there is no interest.

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WHAT CAN BE DONE TO CORRECT PRACTICES

TRACK WOMEN AND MINORITIES WITH ADVANCEMENT POTENTIAL

Tracking high potential at the entry level management positions is a key to braking the glass ceiling. Making human resources departments responsible for tracking high potential minorities and women and reporting their status directly to the CEO. By empowering the human resource departments, organizational bias within operating units is checked.

ENSURING ACCESS AND VISIBILITY

Development of "career tracks" or carefully managed programs to identify educational or experience needs among its lower level managers, and afford opportunities for development in both areas. Monitoring educational grants, rotational assignments, task force and committee opportunities and other development programs help assure minorities and women are treated with equality.

ENSURING A BIAS-FREE WORKPLACE

Ensuring behavioral biases which may exist against women or minorities not be practices in the workplace. This is achieved through policy statements, diversity training, and discipline against those employees who violate company rules.

IMPROVE PLACEMENT OF MINORITIES AND WOMEN IN THE WORKPLACE

Support placement of minorities and women in entry level professional positions. Once they are in the position, offer mentoring components to insure that when advancement opportunities become available, they are equally prepared to compete. Offer opportunities for employees to continue their education in job related and/or non-job related fields.

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Table 1

Selected Cultural Contrasts,
African American and Anglo American Communities

As Identified by Prominent Black Scholars
Including Barbara Solomon, Elmer and Joanne Martin,
Andrew Billingsley, and Robert Hill

African American	Anglo American
Flexibility in family forms is considered normal, the word family sometimes referring to a household unit, sometimes to a network of households containing affiliated kin.	The single household "nuclear" family is the preferred form, although numerous variations occur and the perceived strengths and/or weaknesses of these variations are topics of discussion and sometimes controversy.
Extended family networks are common, usually centered on a "base" household with specific links to satellite households. Satellites may be newly married couples, single adults with children, or individuals living alone. The term "family" often includes these units.	Extended families in regular and constant contact are believed to be uncommon, although they occur in rural areas. Individuals linked by kinship have limited obligations and expectations to one another since they are expected to reserve their primary loyalty for members of their own household.
One individual in the base household commonly takes on a leadership role in behalf of all members of the family and their households. This individual is often an older woman, occasionally an older man. They may make day to day decisions affecting the welfare of others in the family network and their leadership provides centrality and stability to the family as an extended unit.	Each household is its own base; the resident adult male its real or nominal head. His decisions affect the members of his household, not kinsmen in other units.
A mutual aid system is typical of extended family networks and the welfare of others in the network is a primary obligation. Mutual aid is strongly linked to person-centered (in contrast to object-centered) values and to a diffuse sense of humanitarianism, assistance, and caring.	The primary obligation of adults are to their own children, secondarily to the children of kin or to aged parents. Care of persons outside the nuclear family is a special task, sometimes seen as a hardship that can intrude on responsibilities to one's immediate family, on one's personal needs, or on career aspirations.

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Flexibility of roles is highly valued. Wives may work, older children may supervise younger ones, and children may be informally adopted as the needs of households vary. Relations between men and women are ideally egalitarian. Flexibility is viewed as critical to the survival of households and families.

While men's and women's roles have been traditionally defined as separate and distant, role clarity is sometimes difficult to maintain as economic expectations lead to two career families.

Older persons are often held in high esteem, their experience in surviving in a hostile world viewed as evidence of skill and wisdom. A strong religious orientation is sometimes associated with aging and authority. Deference to elders is sometimes demanded.

Older persons often retain their separateness and independence from the households of their adult children. They sometimes worry about "becoming a burden" on others and are expected to maintain their independence as long as possible.

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WARNING

This list of statements may or may not apply to any specific individual.

These statements refer to general tendencies within groups, not to the attributes of persons.

Individuals vary widely in their commitment to the values of their own culture and in how they choose to observe those values in their daily activities.

Table 2

Selected Cultural Contrasts,
Asian American and Anglo American Communities

As Identified by Asian American Scholars
Including Steven Shon, Davis Ya, and Stanley Sue

Asian American	Anglo American
Strong mutual support, including cooperation, interdependence, and harmony are expected within the family and community.	Individualism, independence, or assertive behavior which causes individual attributes to stand out and be noticed are often favored.
A strongly hierarchical, stable pattern of family and community relations is the setting for mutual support, expressed through a strong sense of obligation and duty to others. This duty overrides individual preferences.	Efforts to minimize status and rank differences, to treat individuals equally or on par with one another, expressed through an idealogy of growth and development of individual talents.
Relations with those outside the family are an extension of family interests, expressed most pointedly in family influence in the choice of friends or a mate.	Relations with those outside the family are a matter of individual preference and limited family control.
Problems are solved within the family and a code of family pride and honor limits the degree to which internal problems should be known outside the family or shared with professional helpers such as counselors.	Problems are solved within the family, but a wide range of professional help providers are available and used when needed.
There is great family pressure to succeed, especially through education. Failure is a failure of obligation to one's family.	There is family pressure to succeed, primarily in those areas where one has already shown distinctive talent. Failure is attributed to lack of individual effort and reflects primarily on personal or moral characteristics, secondarily on other members of the family.
Ambiguity in social relations is a source of anxiety.	Lack of structure, informality or "looseness" in social relations is seen as an expression of American egalitarianism. It also creates opportunity for personal and professional growth or advancement.

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Table 3

Selected Cultural Contrasts,
Hispanic American and Anglo American Communities

As Identified by Prominent Hispanic Scholars
Including Mercedes C. Sandoval, Marcia de la Roza,
Rocina M. Becarra, Marvin Karno, and Javier Escobar

Hispanic American	Anglo American
Commitment to the Spanish language as a marker of ethnic identity is very high, even though not all persons of Hispanic descent use Spanish regularly.	Language is less important than income, education, occupation, or place of residence as a marker of social class and identity. "Ethnic" identity is sometimes uncertain and national origins may be used as ethnic labels.
Family matters command the individual's loyalty. Other institutions or activities are clearly of secondary importance. Families are thought of in an extended sense and include not only kin but sometimes "friends of the family."	Family life is highly valued, but sometimes competes with loyalties to career or "outside" interests and activities. Children are encouraged to develop interests and activities outside the home, and their involvement in extra-familial matters is interpreted as evidence of maturation and normal development.
Personalism in relations with others is a culturally recognized style and individuals are judged in terms of their behavior with family and friends, less on their roles or position in formal institutions. Strong personal commitment to others and a warm feeling tone in relationships are favored.	Many relationships are expected to be instrumental and utilitarian, especially the important relationships of jobs and community involvement. Competence, knowledge, and skill are highly valued, and relations with others are expected to be fair and evenhanded.
Individualism is valued in the sense that the uniqueness and specialness of persons is in what they specifically do and are in their relationships with others, for example, as someone's mother, father, brother, or child. Individualism in this sense is an aspect of one's personalism.	Individualism is valued in terms of abstract qualities (skills, knowledge, capability, frugality, for example) that make each person stand out as distinctive in some objective way. Personal desires and "needs" are sometimes contrasted with obligations to others, the latter occasionally seen as impediments to meeting highly valued individual needs.

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Respect for hierarchy and authority is important, especially where it is seen as an extension of family relations and values. By contrast, authoritarianism in extra-familial contexts is subject to challenge and negotiation, especially if it conflicts with family values of hierarchy and clear role structure.	Emphasis is on egalitarianism to the extent that circumstances allow. Children are encouraged to offer their opinions and, ideally, the needs of all are attended to equally.
"Machismo" refers to male leadership (and female complementarity) as an extension of hierarchy and authority. Machismo is most properly associated with concepts of honor, trustworthiness, moral courage, and responsibility, only secondarily with sexual prowess. The honor of women for whom a man is responsible (wife, daughters, sisters, mother) is particularly important.	Male leadership is in providing socially and economically secure circumstances for a family. Changing definitions of male and female roles emphasize egalitarianism in decision making, providing opportunities for personal expression and "growth." Individual needs receive high priority.
Some Hispanic individuals and families exhibit a philosophy of fatalism, not as a negative or passive view of the world, but as an appreciation of human frailty and limitations. Wisdom is in recognizing limitations, but also in the courage to cope with and endure them. Religious belief may support this sense of struggle as a normal part of the human condition.	Change and improvement are desired, and problems, properly understood, are less obstacles than they are opportunities. One struggles to achieve and to improve oneself and one's family. Discontent with the status quo and willingness to meet the challenges of everyday life are evidence of a vigorous, positive attitude toward living.

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WARNING

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Special Problems and Issues in Coping with the Dominant Culture

What and how to communicate with others is determined by age, gender, rank, background, and other matters. Where the attributes of the other are not well known, the situation is ambiguous. In order to avoid embarrassment to oneself or others, courtesy requires silence and watchfulness. This is done out of respect.

Persons in strong social positions (teachers, social workers, doctors) are expected to gently direct the flow of communication because, as experts, it is assumed that they must know what to do. Passive, "laid back" styles meant to convey easy-going friendliness are interpreted as weakness or incompetence.

Some self-revelation by the person in authority is important. Because the relationship is hierarchical, the senior person is expected to lead in the revelation process. This also gives the listener clues as to the nature of the relationship and what responses may be socially correct.

Directness of speech (as hostility, "assertiveness", or simply matter-of-fact statements of disagreement) may be considered inappropriate or disrespectful conduct.

Specific problems may be discussed obliquely or may be minimized; the listener is expected to read between the lines and to press for a high level of explicitness or verbalization (as in classical "talk therapy").

Strongly expressive or overtly affectionate behavior is minimized, especially in public settings or around strangers. Constancy of expression is preferred.

Asian Americans are aware of great cultural variation among themselves. They are more aware of these variations than are most outsiders and may resent being classified as "like" some other groups of Asians.

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m2c# 10

OUTSIDE EMPLOYMENT POLICY

I. DECLARATION

The Reno City Charter prohibits any City employee from engaging in actions which reduce his effectiveness as an employee or brings discredit on the City service (Charter 9.260(2)(b)). Such provisions are further elaborated within Nevada Revised Statutes Section 281.411 to 281.581, more commonly cited as the Nevada Ethics in Government Law.

Pursuant to these provisions, an employee may engage in outside employment provided such employment does not conflict with, compromise, or impair his employment with the City. It is incumbent upon the employee to insure that any personal conflict of interest does not occur through said outside employment. Furthermore, prior to engaging in activity it is incumbent upon the employee to inform and counsel with his or her respective department head, or in the case of a department head, the City Manager, when the possibility for such conflicts arise.

II. PURPOSE

The purpose of these guidelines is to provide a uniform standard governing conduct of employees engaging in outside employment.

This procedural order is not intended to revoke or lessen departmental procedures regulating the oversight of outside employment.

III. DEFINITION

A. "Outside employment" - means any duties, acts, services, or functions performed by a City employee for compensation or other personal gain from other than the City of Reno.

B. Conflicts of interest

1. Seeking or accepting any "...gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties." (NRS 281.481)

2. Using one's "position in government to secure or grant unwarranted privileges, preferences, exemptions or advantages for himself, any member of his household, any business entity in which he has a significant pecuniary interest, or any other person." (NRS 281.481).

C. "Public Employee" - means every officer or employee of the City except

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elected officials. This definition specifically includes, but is not limited to, "part time" employees where regular duty hours are specified for said part time employment.

III. REGULATION

A. OUTSIDE WORK

Outside employment must not prevent the employee from devoting his primary interests, talents, and energies to the accomplishment of his work for the City. If planning to accept or undertake outside employment, the employee must receive prior approval from his department manager, or in the case of a department head, the City Manager. A department manager or the City Manager may approve, conditionally approve, deny or revoke permission previously given, based upon the following considerations:

1. An employee may not engage in outside employment if such employment creates a conflict of interest or, in the eyes of a reasonable person, creates an appearance of conflict between the employees's private interests and his official responsibilities.

2. Outside work must not be such that it would tend to embarrass or discredit the City.

3. An employee may not be a contractor or a sub-contractor on City projects, except as authorized by state law. (NRS 281.230).

4. An employee may not accept compensation from outside sources for teaching, speaking, or writing while on duty.

B. USE OF CITY POSITION/USE OF OFFICIAL TITLE

1. An employee **may** use his official title when:

   a. He is acting in his official capacity as a representative of the City. This may be on written documents, in verbal introduction, or other forms of address.

   b. His title is such that it would customarily be used in social introductions or exchanges on nonofficial occasions.

   c. It is for a biographical summary.

2. An employee **may not** use his official title:

   a. In his private capacity, such as in a letter to the editor, a personal letter to a member of the State Legislature, or on the letterhead or signature block of a private organization's

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stationery.

b. To endorse, in an official or private capacity:

(1) the proprietary products or process of manufactures; or

(2) the services of commercial firms for advertising, publicity or sales purposes.

C. USE OF CITY TIME, EQUIPMENT AND INFORMATION

It is each employee's responsibility t protect and conserve city time, property, and information, and to use them economically and for official purposes only.

1. Use of City Time

a. An employee may not use official time other than in an honest effort to perform official City duties.

b. An employee may not solicit business for private gain on City time.

c. All outside work must take place wholly outside official duty hours or while the employee is on authorized leave.

d. Sick leave may not be granted nor taken for purpose of outside work.

e. Time covered under workers compensation leave while the employee is on salary continuation payments from the City shall not be used for the purpose of outside work.

f. Except as specifically authorized by a department manager, leave without pay will not be granted for the purpose of outside employment.

g. Annual leave for the purpose of outside work must conform to the approval process used within the affected employee's department.

h. An employee shall not encourage, direct, coerce, or request another employee or a subordinate to use official time to perform activities for the personal purposes of the initiating employee, other that those required in the performance of official duties.

2. Use of City Motor Vehicles, Aircraft, Tools or Equipment

a. An employee shall not use or authorize the use of a City owned or leased motor vehicle or aircraft for other than official purposes.

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b. An employee shall not use or authorize the use of City owned tools or equipment for other than official purposes unless specifically authorized in advance by the respective department manager.

3. Use of City Supplies, Stationery, Property or Services

a. An employee shall not use official City envelopes, supplies or official letterhead stationery for personal business.

b. An employee shall not use the City's mailing address for other than official purposes unless specifically authorized by the department manager.

c. An employee shall not use the City equipment for the purpose of conducting or supporting outside business activities (i.e., use FAX machines, computers, copiers, or telephones for outside business.)

4. Use of Proprietary or Non-public Information

a. An employee may not use for his own financial benefit non-public information obtained through the course of his employment.

b. An employee may not allow the improper use of non-public information, which is generally not available to the public, to further his own private interests or those of another.

IV. PROCEDURE

A. Within thirty (30) calendar days following the signing of this regulation, employee(s) presently engaged in outside employment shall be required to complete and submit an Outside Employment Application Permit.

The completed form shall be submitted through the chain of command to the department manager, or in the case of a department head, the City Manager, for determination. Any permit disapproved will include a written explanation as to the reasons for disapproval.

B. Thereafter, any employee planning to accept or undertake outside employment shall be responsible for obtaining prior authorization using the application process described in "IV.A" above.

C. Outside Employment Application Permits which have received approval will expire one (1) year from the date of authorization, at which time a new application must be submitted and reapproval obtained.

V. APPEAL PROCEDURE

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A. Any employee who has been denied opportunity to engage in outside employment may request reconsideration of the denial or revocation of his Outside Employment Application Permit by the City Manager.

B. All such requests for reconsideration must be in writing and filed with the City Manager within ten (10) calendar days of notification by the department manager of the denial or revocation.

C. A written determination shall be provided to the employee within thirty (30) calendar days of filing of the request for reconsideration.

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CITY OF RENO
OUTSIDE EMPLOYMENT APPLICATION PERMIT

EMPLOYEE NAME _____

DATE _____ DEPARTMENT/DIVISION _____

OUTSIDE EMPLOYMENT INFORMATION

JOB TITLE _____

WORK DAYS/HOURS _____ TOTAL HOURS PER WEEK _____

COMPANY NAME _____ PHONE (BUS.) _____

COMPANY ADDRESS _____ NAME OF SUPERVISOR _____

DESCRIBE DUTIES (USE ADDITIONAL SHEETS IF NECESSARY)

_____

_____

_____

EMPLOYEE SIGNATURE _____

****

IMMEDIATE SUPERVISOR'S SIGNATURE/DATE _____

COMMENTS/RESTRICTIONS: _____

_____

DIVISION SUPERVISOR'S SIGNATURE/DATE _____

COMMENTS/RESTRICTIONS: _____

_____

DEPARTMENT MANAGER'S SIGNATURE/DATE _____

APPROVED OR DENIED _____

COMMENTS/RESTRICTIONS: _____

_____

_____

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We Have A Contract Out For The Fire Chief

One way to avoid disappointment in a new position is to make sure everyone knows what to expect, which requires a comprehensive contract.

By Chief Jack A. Bennett (Retired) Menlo Park (Calif.) Fire Protection District
(Reprinted from Nov. 1995 FIRE CHIEF)

In the March 1995 issue of FIRE CHIEF there was an excellent column by Chief Ronny Coleman regarding the expectations of new chiefs. Chief Coleman stated that many new chiefs are frustrated and worried by the change of events after they accept the job. I agree with him that the applicant for the job should understand exactly the expectations of the city manager or the board of directors. There needs to be a deep understanding of the job conditions and scope of duties.

I suggest a one-on-one meeting with the city manager or the president of the board of directors to clarify, as much as possible, just what he or she is looking for in this executive position. If this seems like a problem for the hiring person, then maybe you should reconsider whether you want to be the chief for that agency.

In addition, spend some time investigating the department and its culture and value systems. This could be very beneficial before you sign on as the new chief.

The second and probable most important item in your quest for this job is to prepare yourself to evaluate an employment agreement of contract. Remember, this entire document is subject to negotiation. To assist you with this agreement, I recommend that you secure the services of legal counsel.

What you'll find

The opening statement. The opening statement should describe that the agreement is between the "Employer" and the "Executive" (that's you). Identify "who is who."

Recitals. This is the section where the agency is described as a public agency of the state and the appropriate code sections are usually cited. It may also state that there is a vacancy for the executive's position and that the agency desires to employ the executive in the capacity of fire chief (or other title), and that the executive is willing to accept that employment on the terms and conditions described in the agreement.

There is a trend to call the chief by any one of many new titles. Carefully consider this when negotiating this contract. This too can be a negotiated item.

Terms and conditions. This section lists all of the terms and conditions that are mutually agreeable (hopefully) between the employer and the executive. A statement describing the responsibilities and duties should be included along with a reference to a job description.

Be careful about the job description. Review it carefully and make sure that you agree with the language and description of the duties and responsibilities. If it seems agreeable to you but might need some minor revisions, approach that subject after you have the position secured.

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Down to brass tacks

Here are some suggestions and comments regarding the specific parts of the "terms and conditions" section.

Accepting other kinds of compensation or other related duties

From time to time the chief may be asked to participated in assessment centers, seminars or other activities. Make sure that the agreement does not prevent you from taking part in this kind of activity. There might be a clause stating that outside activity shall not interfere with the performance of the executive's duties. This is there for the protection of the employer and to control "C-shifting" (outside employment abuse).

Residency requirements

Some cities require the executive to reside in the city limits. This condition can be negotiated. Factors influencing this requirement may be excessive costs of housing in the city or other hardships. A good idea is to state that the executive shall reside within a reasonable distance so that he or she can respond to emergencies when needed within a reasonable time frame.

The employment term

The length of employment for the initial contract is most important. The employer might require a specific time period. I would suggest a two-year time frame. In that period the executive should be able to understand the agency's cultures, values and problems.

Extensions of the employment agreement in subsequent years should be executed by amendments to the original agreement and by resolution.

Salary

This perhaps is one of the most important parts of the agreement. Spend some time with this subject, then make your decision. The salary should be for a specific period of time, usually the first year. Then built into the agreement should be language that provides for an automatic increase in salary at the start of the second and subsequent years. Five percent is a good number. make sure that the exact amounts are spelled out in the agreement for the initial and subsequent years.

Benefits

In this section there should be very descriptive statements regarding the benefits, which should be commensurate with those benefits provided to other management employees.

- Retirement systems: The executive should be included in the same retirement plan as other employees.
- Health and dental plans: The executive should be included in the same health and dental plan provided for other employees. However, if the executive currently has a good medical plan from prior employment, there may be reasons to have the employer reimburse the executive for the health insurance premiums of the prior employment, providing the costs match those of the new employment.
- Holidays: There will be a specific number of holidays provided the employees. The executive should get the same number and also have the opportunity to take at least two or three of these holidays any time during the year.
- Vehicle allowances: Watch this provision. It may be nice to lease that new Lexus but your lease payment, maintenance, and gas and oil expenses will probably add up to more than the vehicle allowance than the employer offers. If a city vehicle is provided, that may be the better option for the executive's business transportation. Discuss the use of the city vehicle during off business hours. Is the executive always on

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call? Even hypothetically?

Also consider the use of an unmarked vehicle: This will have its pluses and minuses. If the executive wants visibility in the community for marketing purposes, then the marked vehicle is great. However, during family excursions, the marked vehicle may cause some embarrassing and negative remarks the next day in the local paper.

A good rule to follow if you decide to use a city vehicle is to use it for business only. Use a personal vehicle for the family outings. For accessibility, the executive might decide to put a city radio in the personal car or at least a cellular phone.

• Reimbursement for "out-of-pocket" expenses: More frequently than you might imagine, the executive will incur out-of-pocket expenses, including lunches, dinners, parking fees and numerous other miscellaneous items.

The employer should reimburse the executive for these expenses. Naturally, there will need to be receipts and justification along with the request for reimbursement. In practice, I've found that the executive spends quite a few dollars out-of-pocket in connection with official duties, without any reimbursement. A word of advice for the new chief: Carry extra cash or a healthy credit card.

• Relocation Expenses: If the new executive is moving from an ole residence to a new one because of this new employment, it's customary for the employer to pay a specific sum of money for this reason. Call the moving company and get bids. Consider all of the related expenses also: gas,oil, lodging. meals and anything else relating to the relocation. Be generous to yourself.

• Professional leaves: It's most important that this agreement contain language t allow the executive permission to attend professional conferences, seminars and special events away from the city. These leaves should be with pay and reimbursement provided for all expenses. Examples of these professional leaves are the IAFC annual convention, meetings of state chief's associations, national training conferences, NFPA meetings and annual fire service seminars.

In addition to these specific leaves, the executive should also be granted 10-15 days of unspecified professional leave. We all know that special programs are announced annually and the executive might want to attend them.

Why is this section on leaves so important? Because the chief who is involved with fire service organizations will bring back to the agency new ideas, networking and enthusiasm for his or her role as a leader. Furthermore, this activity and involvement might just shine a positive light on the agency. Because this section is included in the agreement, there is a better chance that funds for such leaves will be approved in the budget.

• Administrative leave: This is different from professional leave in that this is an opportunity for the executive to "escape" when he or she feels the stress factor taking over. Administrative leaves are common in most government agencies. Just make sure that the employer understands the difference between administrative leave and professional leaves. I suggest five days.

• Life insurance: Executive life insurance is an important benefit that needs to be spelled out in the employment agreement.

I would suggest an amount of at least $100,000 with the provision to transfer it when any separation takes place from the agency, providing the separation is not because of the executive's poor performance.

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Furthermore...

There are several other points that a good contract will cover:

- Termination for cause or disability.

The employer will want to have language in the agreement describing what will happen if the executive commits any act of misconduct or gross carelessness or fails to perform work as required. There might even be language describing certain acts of executive that bring discredit to the agency. It's most important that there is language in the agreement that spells out the procedures for termination.

Additionally, there should be supporting language that affords the executive "progressive discipline" procedures. Watch out for language stating that the employer may terminate the agreement if the executive is or has been unable to perform duties and responsibilities for a specific period due to a mental or physical illness or injury that is not duty-related. It could be that the stress of the job has caused the physical problems.

- The executive's warranties or assurances of performance

This is the section that states the new executive will be able to perform the duties and responsibilities of the position. It also states that this agreement is not in conflict with or in violation of other agreements or contracts that would subject the chief or the agency to any claims or liability.

- Performance evaluations.

This section spells out that the employer will evaluate the new executive, verbally and in writing, within the first six months of employment and every year thereafter. It may be that the employer will place the new executive on probation for the first year or a minimum of six months. This should be a piece of cake for the executive, but the employer may want this for its protection, because it's easier to terminate a probationary employee.

Annual performance evaluation also will be very important for the executive. In addition to being personally valuable relative to individual performance, the annual evaluation could be ammunition for future salary increase and other benefits. Some chiefs have negotiated automatic increases in salary because of excellent or outstanding performance evaluations. The bottom line is that the executive needs that performance evaluation to provide motivation for personal improvement.

- Arbitration of disputes.

It's a very good idea to have language in the agreement describing what will happen if there's a controversy, claim or breach of the agreement. Your legal counsel will need to be consulted on this subject. There should be specific language spelling out costs associated with the procedures.

- Entire agreement statement.

This states that the agreement contains all of the necessary language, the understandings and commitments between the executive and the employer. It should say that the amendments to the agreement can only be made by a document signed by both parties. The amendment clause is important legally, allowing the executive to amend and extend the employment terms in future years.

- Severability.

This states that if one clause in the agreement is determined to be invalid, all of the other sections will still remain in effect.

- Effective date of agreement.

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This states that the agreement shall not become effective unless the agency has approved it through a resolution by the city council or board of directors. this applies to the original and any subsequent extensions of the agreement. Do not accept just the signature of the city manager or the president of the board of directors. Make sure that all of the approving parties have their vote regarding the agreement.

Naturally the agreement is valid when both the agency representatives and the executive have signed it.

Jack A. Bennett retired from the fire service after 37 years to start a training and consultation business. Training and Emergency management Resource. He was the chief of Menlo Park(Calif.) Fire Protection District form 1986 to 1992 and an assistant chief for the Los Angeles City Fire Department from 1955 to 1986. He is an instructor for the California State Fire Marshal and site coordinator and lecturer for California State University-Long Beach. He has a bachelor's degree in management.

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Demographic Statistics of your Communities:

The following information reflects that which is common to the United States. The source is the U.S. Bureau of the Census and can be obtained by writing to The Superintendent of Documents, Washington, D.C. 20402. The information is contained in the U.S. Department of Commerce, Economic and Statistical Data, compiled by the Bureau of the Census.

DIVERSE POPULATIONS IN THE UNITED STATES

AFRICAN-AMERICANS

A. African-Americans are the largest minority group in the United States: 28.9 Million in 1985; about 12 percent of the total population.

B. The African-American population is expected to grow to 13.4 percent of the population by the year 2000.

C. The proportion of Blacks will rise in every age category during the 1990's. Thus African-Americans will become more widely represented at all states of the life cycle by the year 2000.

D. African-Americans are drawn from a diverse range of cultures and countries in Africa, and later from the Caribbean and from Central and South America.

HISPANICS

A. The growth rate of the Hispanic population is five times that of the general population. Hispanics comprise 9.0 percent of the total United States population.

B. Mexican-Americans, who doubled their population are the largest sub-group, comprising over 60 percent of all Hispanics with a population of 10 million. They are followed by Puerto Rican with 2 million; Cubans with 1 million; and a Central, South American, and other Spanish origin groups of 3 million.

C. 90 percent of Hispanics live in urban areas. California, New york and Texas together are home to nearly two-thirds of the nation's Hispanics. 60 percent of Hispanic adults residing on the U.S. mainland were born outside the United States, but 80 percent of Hispanic children were born in the United States.

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ASIAN-AMERICANS

A. The Asian-American population grew faster than any other major racial or ethnic group between 1980 and 1989. Asians comprise 6.9 million, or 2.9% of the U.S. population.

B. 56 percent of Asians live in the West, compared to 21 percent of all Americans. 18 percent live in the northeast, 14 percent in the south, and 12 percent in the midwest.

C. Nearly 93 percent of all Asian-Americans live in a metropolitan area. Among those living in metropolitan areas, half live in the central city and half in the suburbs.

D. Chinese-Americans comprise the largest group of Asian-Americans (21%) followed by Filipino (20.%) Japanese (19.2%), Asian Indians (10.4%), Koreans (9.6%), Vietnamese (6.6%), Hawaiian (4.4%) and Samoan, Guamanian, and others (6.8%).

E. The average age of Asian-Americans is just 30, compared to 36 for Anglos.

AMERICAN INDIANS

A. There are about 500 Indian nations in the U.S. However, according to census data, more than half of the American Indian population are members of ten nations.

B. There are approximately 200 languages within the Native American populations.

C. Native Americans comprise less than one percent of the U.S. population (0.8). In 1988, the total Indian population was 1,699,000.

D. Over 300,000 Native Americans live in metropolitan areas. The vast majority of Native Americans had to leave the reservation in order to get jobs that can pay enough to support their families.

Additionally, it is interesting to note that it is estimated that by the year 2010, the white population will be at 48%, the minority in the United States.

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SEVEN TRENDS REVOLUTIONIZING THE AMERICAN WORKFORCE

* WORKER NUMBERS FALLING
* AVERAGE AGE OF WORKERS IS RISING
* MORE WOMEN VISIBLE ON THE JOB
* MINORITIES MAKE UP 1/3 OF NEW WORKERS
* MORE IMMIGRANTS IN THE WORKFORCE
* SERVICE AND INFORMATION JOBS INCREASE
* HIGHER SKILL LEVELS REQUIRED

U.S. DEPARTMENT OF LABOR

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Three Approaches to Diversity Issues

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Affirmative Action, Understanding Differences and Managing Diversity

Variables	Affirmative Action	Understanding Differences	Managing Diversity
Target Group	All but traditional white males	All but traditional white males	Everyone, including traditional white males
Assumptions	Assimilation, monoculture	Assimilation, monoculture	Unassimilated diversity, multi-cultural norms
Goal	Creation of diverse work force Upward mobility for minorities and women	Creation of diverse work force Establishment of quality interpersonal relationships Reduce social conflict	Management of diverse work force Full utilization of human resources
Motive (Primary)	Legal, moral, corporate social responsibility	Legal, moral, corporate social responsibility Exploitation of "richness" that can flow from diversity	

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Affirmative Action, Understanding Differences and Managing Diversity

Variables	Affirmative Action	Understanding Differences	Managing Diversity
Primary Focus	Acting affirmatively; "special" efforts	Increase tolerance, understanding, respect and acceptance of differences among various groups in the context of the business enterprise	Managing (Creating an environment appropriate for full utilization of a diverse work force--emphasis on culture and systems). Includes white males.
Benefits (Primary)	♦ Creation of diverse work force ♦ Upward mobility for minorities and women	♦ Mutual respect among groups ♦ Creation of a diverse work force ♦ Upward mobility for minorities and women ♦ Greater receptivity of AA ♦ Harmony ♦ White men learn about all others ♦ All benefit from more enlightened dominant group	♦ Enhanced overall management capability ♦ "Natural" creation of diverse work force ♦ "Natural" upward mobility for all employees ♦ Competitive advantage for companies moving forward in the vanguard ♦ Escape from "frustrating cycle"
Challenges	♦ Artificial ♦ Creates own backlash ♦ Requires continuous, intense commitment ♦ Difficult for all groups ♦ Cyclical benefits	♦ Requires continuous, intense efforts ♦ Emphasis on interpersonal relations ♦ Low emphasis on systems and culture ♦ Cyclical benefits	♦ Requires long-term commitment ♦ Requires mindset shift ♦ Requires modified definitions of leadership and management ♦ Requires system changes and cultural changes

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Business Rationale

- Desire to be Employer of Choice
- Already on Plate
  - Total Quality
  - Employee Participation
  - High Commitment Work Systems
  - Right Sizing
- Diverse External Environments
- Creativity

PREPARED CURRICULUM

HELPFUL DEFINITIONS AND TERMS

Ableism	Policy/practice of discrimination based on disability (action).
Acculturation	The process where an organization values differences among employees as communicated in the organizational vision, mission and philosophy. Acculturation is modeled in the behavior of leaders and can be measured in the productivity of the work force.
Ageism	Policy/practice of discrimination based on age (action).
Assimilation	Is a process in which an individual or group completely takes on the traits of another culture, leaving behind the original cultural traditions. The absorption of many immigrant groups into mainstream (U.S. cultural patterns and social structures has generally been described as a process of assimilation).
Assumptions	Abstract, organized, general concepts which pervade a person's outlook and behavior.
Behavior	Concrete, discretionary, specific actions.
Bias	Partiality, favorable or unfavorable (feeling).
Culture	Refers to all the accepted and patterned ways of behavior of a given people. It is a body of common understanding. It is the sum total of the organization or arrangement of all the group's ways of thinking feeling and acting.
Discrimination	Unfair treatment of a person or group because of prejudice (action).
Diversity	Refers to systemic, organizational and personal development in support of long term productivity and profitability. Diversity goes beyond ethnicity and gender to value such differences as age, race, religion, physical/mental disability, socio-economic class, and sexual orientation.

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Diversity Education	Educational programs designed to promote awareness, understanding, mutual respect and harmonious relations between different cultures. The training programs may be culture specific or culture general focusing increasing communication, conflict resolution and other related skills.
Ethnocentrism	The judgement that other cultures or ethnic groups are inherently inferior to your culture.
Ethnrelativism	A judgmental approach that regards all cultures or ethnic groups as having equal value, no culture is superior to another.
Homophobia	Policy/practice of discrimination based on sexual orientation (action).
Norms	Values which are explicit and are repeatedly invoked to describe or justify action. They provide inaccurate descriptions of behavior (i.e. virtues of self reliance).
Pluralism	View that espouses that the most healthy, productive and synergistic way to educate, work and live. Pluralism is more analogous to a "salad bowl" than to a "melting pot." Different cultures and traditions are to be respected and preserved.
Prejudice	A negative bias against a person or group; limits understanding of individuality (feeling).
Racism	Policy/practice of discrimination based on race (action).
Religious Intolerance	Policy/practice of discrimination based on religion (action).
Sexism	Policy/practice of discrimination based on gender (action).
Values	Refers to the "shoulds" and "oughts" articulated by a culture

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CENTRAL FIRE PROTECTION DISTRICT
SANTA CLARA COUNTY

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Revised: 12/93

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CENTRAL FIRE PROTECTION DISTRICT
SANTA CLARA COUNTY

TRAINING DIVISION

10/93

JOB SHEET III-H-2d

Topic: SpiroHatch: Ambient Air Device Fitted to Spiromatic Mask

Information:

The SpiroHatch is a small ambient air device positioned in the lens allowing the wearer to breathe ambient air during the donning procedure and as long thereafter as he/she may choose.

By being built into the lens, the wearer can directly see whether the hatch is in the open or closed position.

Operation:

The SpiroHatch is used in the open position for breathing ambient air and in the closed position for breathing contained air (see Figures 1 and 2 on the following page).

The SpiroHatch has safety features which make it impossible to open accidentally.

The lever release locking devices located on both sides of the SpiroHatch must be depressed simultaneously and the hatch slide must be pulled upward at the same time in order to open the hatch to ambient air.

The SpiroHatch can be closed in a fraction of a second by pushing down on the hatch slide until a click is heard, indicating the hatch is locked in the closed position, allowing the wearer to automatically switch to positive pressure at the first/next inhalation. When the breathing valve of the Spiromatic mask is turned on, the non-return valve of the SpiroHatch is closed by the positive pressure.

Care and Maintenance:

The Spiromatic mask with SpiroHatch is maintained in the same manner as the standard Spiromatic mask (see Spiromatic Operating Instructions).

Cleaning:

1. Clean mask in solution of liquid household detergent (such as Ivory, Joy, etc.) in a concentration recommended for washing dishes by hand. Use warm water for best results.

2. Disinfect face piece with a solution of household bleach (2 tablespoons in a gallon of water). Immerse 2 - 5 minutes. Rinse with clear water.

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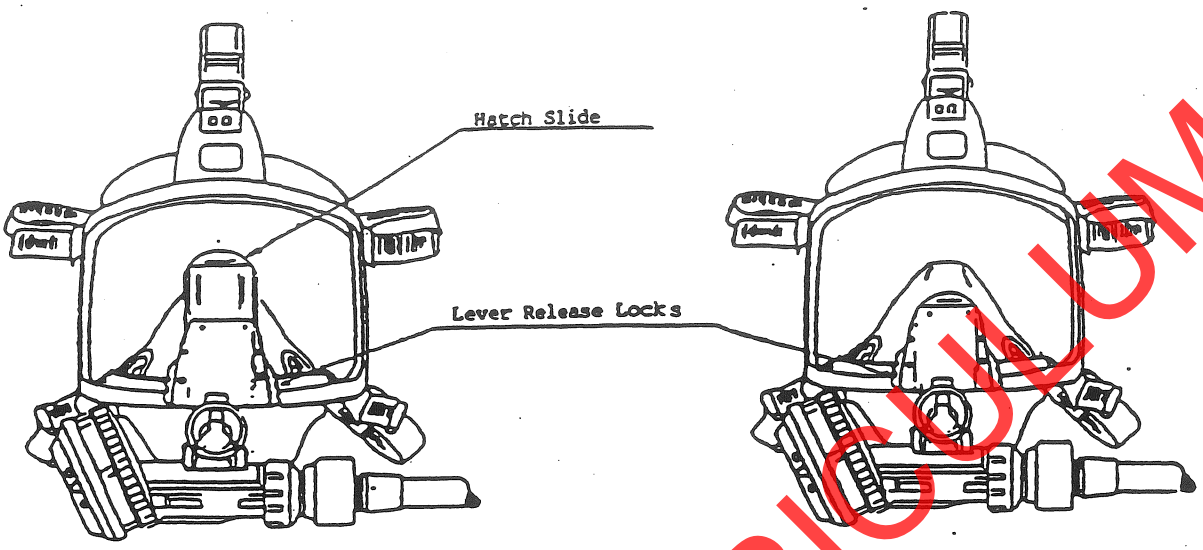

Open Position

FIGURE 1

Closed Position

FIGURE 2

Instructions:

I. To Breathe Contained Air

A. Don Spiromatic Self-Contained Breathing Apparatus (III-H-2a).

B. Secure SpiroHatch in the closed position by pushing down on the hatch slide until a click is heard, indicating the hatch is locked in the closed position.

C. Inhale; this action turns the positive pressure "ON."

II. To Breathe Ambient Air

A. Don Spiromatic Self-Contained Breathing Apparatus (III-H-2a).

B. Simultaneously depress the lever release locking devices located on both sides of the SpiroHatch, and pull the hatch slide upward.

C. Turn positive pressure "OFF" (black lever against the valve housing).

III. To Switch From Breathing Ambient Air to Breathing Contained Air

A. Close the SpiroHatch by pushing down on the hatch slide until a click is heard, indicating the hatch is locked in the closed position.

B. Inhale; this action turns the positive pressure "ON."

AT NO TIME SHALL ANYONE LEAVE THE SPIROHATCH "OPEN" WHILE IN A CONTAMINATED AREA!

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MYERS

MEYERS-MILIAS-BROWN ACT

(Government Code)

Sec. 3500. Purpose and Intent. It is the purpose of this chapter to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding wages, hours and other terms and conditions of employment between public employers and public employee organizations. It is also the purpose of this chapter to promote the improvement of personnel management and employer-employee relations within the various public agencies in the State of California by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice and be represented by such organizations in their employment relationships with public agencies. Nothing contained herein shall be deemed to supersede the provisions of existing state law and the charters, ordinances and rules of local public agencies which establish and regulate a merit or civil service system or which provide for other methods of administering employer-employee relations nor it is intended that this chapter be binding upon those public agencies which provide procedures for the administration of employer-employee relations in accordance with the provisions of this chapter. This chapter is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees and the public agencies by which they are employed.

Sec. 3501. Definitions. As used in this chapter:

(a) "Employee organization" means any organization which includes employees of a public agency and which has as one of its primary purposes representing those employees in their relations with that public agency.

(b) "Recognized employee organization" means an employee organization which has been formally acknowledged by the public agency as an employee organization that represents employees of the public agency.

(c) Except as otherwise provided in this subdivision, "public agency" means every governmental subdivision, every district, every public and quasi-public corporation, every public agency and public service corporation and every town, city, county, city and county and municipal corporation, whether incorporated or not and whether chartered or not. As used in this chapter, "public agency" does not mean a school district or a county board of education or a county superintendent of schools or a personnel commission in a school district having a merit system as provided in Chapter 5 (commencing with Section 45100) of Part 25 and Chapter 4 (commencing with Section 88000) of Part 51 of the Education Code of the State of California.

(d) "Public employee" means any person employed by any public agency, including employees of the fire departments and fire services of counties, cities, cities and counties, districts and other political subdivisions of the state, excepting those persons elected by popular vote or appointed to office by the Governor of this state.

(e) "Mediation" means effort by an impartial third party to assist in reconciling a dispute regarding wages, hours and other terms and conditions of employment between representatives of the public agency and the recognized

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employee organization or recognized employee organizations through interpretation, suggestion and advice.

Sec. 3502. Right to Join or Abstain; Individual Representation. Except as otherwise provided by the Legislature, public employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public agency.

Sec. 3502.5. Agency Shop Agreements; Payments In Lieu of Dues or Fees; Rescission; Application; Records.

(a) Notwithstanding Section 3502, or any other provision of this chapter, or any other law, rule, or regulation, an agency shop agreement may be negotiated between a public agency and a recognized public employee organization which has been recognized as the exclusive or majority bargaining agent pursuant to reasonable rules and regulations, ordinances, and enactments, in accordance with this chapter. As used in this chapter, "agency shop" means an arrangement that requires an employee, as a condition of continued employment either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of such organization for the duration of the agreement, or a period of three years from the effective date of such agreement, whichever comes first. However, any employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by such employee from a list of at least three such funds, designated in a memorandum of understanding between the public agency and the public employee organization, or if the memorandum of understanding fails to designate such funds, then to any such fund chosen by the employee. Proof of such payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

(b) An agency shop provision in a memorandum of understanding which is in effect may be rescinded by a majority vote of all the employees in the unit covered by such memorandum of understanding, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit; (2) such vote is by secret ballot; (3) such vote may be taken at any time during the term of such memorandum of understanding, but in no event shall there be more than one vote taken during such term. Notwithstanding the above, the public agency and the recognized employee organization may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement.

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(c) An agency shop agreement shall not apply to management, confidential, or supervisory employees.

(d) Every recognized employee organization which has agreed to an agency shop provision shall keep an adequate, itemized record of its financial transactions and shall make available annually, to the public agency with which the agency shop provision was negotiated, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this chapter, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the public agency with a copy of such financial reports.

Sec. 3503. Representation of Members; Membership Admission and Dismissal Regulations; Right of Personal Appearance. Recognized employee organizations shall have the right to represent their members in their employment relations with public agencies. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership. Nothing in this section shall prohibit any employee from appearing in his own behalf in his employment relations with the public agency.

Sec. 3504. Scope of Representation. The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

Sec. 3504.5. Notice of Proposed Act Relating To Matters Within Scope of Representation; Meeting; Emergencies. Except in cases of emergency as provided in this section, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body of such boards and commissions.

In cases of emergency when the governing body or such boards and commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

Sec. 3505. Conferences; "Meet and Confer in Good Faith" Defined. The governing body of a public agency, or such boards, commissions, administrative officers or other representatives as may be properly designated by law or by such governing body, shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of

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such recognized employee organizations, as defined in subdivision (b) of Section 3501, and shall consider fully such presentations as are made by the employee organization on behalf of its members prior to arriving at a determination of policy or course of action.

"Meet and confer in good faith" means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses where specific procedures for such resolution are contained in local rule, regulation or ordinance, or when such procedures are utilized by mutual consent.

Sec. 3505.1. Memorandum of Agreement. If agreement is reached by the representatives of the public agency and a recognized employee organization or recognized employee organizations, they shall jointly prepare a written memorandum of such understanding, which shall not be binding, and present it to the governing body or its statutory representative for determination.

Sec. 3505.2. Mediation; Appointment of Mediator; Costs. If, after a reasonable period of time, representatives of the public agency and the recognized employee organization fail to reach agreement, the public agency and the recognized employee organization or recognized employee organizations together may agree upon the appointment of a mediator mutually agreeable to the parties. Costs of mediation shall be divided one-half to the public agency and one-half to the recognized employee organization or recognized employee organizations.

Sec. 3505.3. Time Off Allowances To Employee Representatives. Public agencies shall allow a reasonable number of public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the public agency on matters within the scope of representation.

Sec. 3506. Discrimination Prohibited. Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights under Section 3502.

Sec. 3507. Rules and Regulations. A public agency may adopt reasonable rules and regulations after consultation in good faith with representatives of an employee organization or organizations for the administration of employer-employee relations under this chapter (commencing with Section 3500).

Such rules and regulations may include provisions for (a) verifying that an organization does in fact represent employees of the public agency, (b) verifying the official status of employee organization officers and representatives, (c) recognition of employee organizations, (d) exclusive recognition of employee organizations formally recognized pursuant to a vote of the employees of the agency or an appropriate unit thereof, subject to the right of an employee to represent himself as provided in Section 3502, (e)

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additional procedures for the resolution of disputes involving wages, hours and other terms and conditions of employment, (f) access of employee organization officers and representatives to work locations, (g) use of official bulletin boards and other means of communication by employee organizations, (h) furnishing nonconfidential information pertaining to employment relations to employee organizations, and (i) such other matters as are necessary to carry out the purposes of this chapter.

Exclusive recognition of employee organizations formally recognized as majority representatives pursuant to a vote of the employees may be revoked by a majority vote of the employees only after a period of not less than 12 months following the date of such recognition.

No public agency shall unreasonably withhold recognition of employee organizations.

Sec. 3507.1. Mediation of Disputes; Recommendations for Resolving Disputes. In the absence of local procedures for resolving disputes on the appropriateness of a unit of representation upon the request of any of the parties, the dispute shall be submitted to the Division of Conciliation of the Department of Industrial Relations for mediation or for recommendation for resolving the dispute.

Sec. 3507.3. Professional Employees; Representations; Submissions of Dispute to Division of Conciliation. Professional employees shall not be denied the right to be represented separately from nonprofessional employees by a professional employee organization consisting of such professional employees. In the event of a dispute on the appropriateness of a unit of representation for professional employees, upon request of any of the parties the dispute shall be submitted to the Division of Conciliation of the Department of Industrial Relations for mediation or for recommendation for resolving the dispute.

"Professional employees," for the purpose of this section, means employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction including, but not limited to, attorneys, physicians, registered nurses, engineers, architects, teachers, and the various types of physical, chemical and biological scientists.

Sec. 3507.5. Designation of Management and Confidential Employees of Public Agency. In addition to those rules and regulations a public agency may adopt pursuant to and in the same manner as in Section 3507, any such agency may adopt reasonable rules and regulations providing for designation of the management and confidential employees of the public agency and restricting such employees from representing any employee organization which represents other employees of the public agency on matters within the scope of representation. Except as specifically provided otherwise in this chapter, this section does not otherwise limit the right of employees to be members of and to hold office in an employee organization.

Sec. 3508. Law Enforcement Positions; Exclusion From Employee Organizations; Public Interest. The governing body of a public agency may, in accordance with reasonable standards, designate positions or classes of positions which have duties consisting primarily of the enforcement of state laws or local ordinances, and may by resolution or ordinance, adopted after a public hearing, limit or prohibit the right of employees in such positions or classes

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of positions to form, join or participate in employee organizations where it is in the public interest to do so; however, the governing body may not prohibit the right of its employees who are full-time "peace officers" as that term is defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, to join or participate in employee organizations which are composed solely of such peace officers, which concern themselves solely and exclusively with the wages, hours, working conditions, welfare programs, and advancement of the academic and vocational training in furtherance of the police profession, and which are not subordinate to any other organization.

The right of employees to form, join and participate in the activities of employee organizations shall not be restricted by a public agency on any grounds other than those set forth in this section.

Sec. 3508.5. Right to Authorize Dues Deductions; Effect of Chapter. Nothing in this chapter shall affect the right of a public employee to authorize a dues deduction from his or her salary or wages pursuant to Section 1157.1, 1157.2, 1157.3, 1157.4, 1157.5, or 1157.7.

Sec. 3509. Construction. The enactment of this chapter shall not be construed as making the provisions of Section 923 of the Labor Code applicable to public employees.

Sec. 3510. Citation. This chapter shall be known and may be cited as the "Meyers-Milias-Brown Act."

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Meyers-Milias-Brown Act

(Government Code)

Sec. 3500. Purpose and Intent. It is the purpose of this chapter to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding wages, hours and other terms and conditions of employment between public employers and public employee organizations. It is also the purpose of this chapter to promote the improvement of personnel management and employer-employee relations within the various public agencies in the State of California by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice and be represented by such organizations in their employment relationships with public agencies. Nothing contained herein shall be deemed to supersede the provisions of existing state law and the charters, ordinances and rules of local public agencies which establish and regulate a merit or civil service system or which provide for other methods of administering employer-employee relations nor it is intended that this chapter be binding upon those public agencies which provide procedures for the administration of employer-employee relations in accordance with the provisions of this chapter. This chapter is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees and the public agencies by which they are employed.

Sec. 3501. Definitions. As used in this chapter:

(a) "Employer organization" means any organization which includes employees of a public agency and which has as one of its primary purposes representing those employees in their relations with that public agency.

(b) "Recognized employee organization" means an employee organization which has been formally acknowledged by the public agency as an employee organization that represents employees of the public agency.

(c) Except as otherwise provided in this subdivision, "public agency" means every governmental subdivision, every district, every public and quasi-public corporation, every public agency and public service corporation and every town, city, county, city and county and municipal corporation, whether incorporated or not and whether chartered or not. As used in this chapter, "public agency" does not mean a school district or a county board of education or a county superintendent of schools or personnel commission in a school district having a merit system as provided in Chapter 5 (commencing with Section 45100) of Part 25 and Chapter 4 (commencing with Section 88000) of Part 51 of the Education Code of the State of California.

(d) "Public employee" means any person employed by any public agency, including employees of the fire departments and fire services of counties, cities, cities and counties, districts and other political subdivisions of the state excepting those persons elected by popular vote or appointed to office by the Governor of this state.

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(e) "Mediation" means effort by an impartial third party to assist in reconciling a dispute regarding wages, hours and other terms and conditions of employment between representatives of the public agency and the recognized employee organization or recognized employee organizations through interpretation, suggestion and advice.

Sec. 3502. Right to Join or Abstain; Individual Representation. Except as otherwise provided by the Legislature, public employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public agency.

Sec. 3502.5. Agency Shop Agreements; Payments in Lieu of Dues or Fees; Rescission; Application; Records.

(a) Notwithstanding Section 3502, or any other provision of this chapter, or any other law, rule, or regulation, an agency shop agreement may be negotiated between a public agency and a recognized public employee organization which has been recognized as the exclusive or majority bargaining agent pursuant to reasonable rules and regulations, ordinances, and enactments, in accordance with this chapter. As used in this chapter, "agency shop" means an arrangement that requires an employee, as a condition of continued employment either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of such organization for the duration of the agreement, or a period of three years from the effective date of such agreement, whichever comes first. However, any employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by such employee from a list of at least three such funds, designated in a memorandum of understanding between the public agency and the public employee organization, or if the memorandum of understanding fails to designate such funds, then to any such fund chosen by the employee. Proof of such payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

(b) An agency shop provision in a memorandum of understanding which is in effect may be rescinded by a majority vote of all the employees in the unit covered by such memorandum of understanding, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit; (2) such vote is by secret ballot; (3) such vote may be taken at any time during the term of such memorandum of understanding, but in no event shall there be more than one vote taken during such term. Notwithstanding the above, the public

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agency and the recognized employee organization may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop.

(c) An agency shop agreement shall not apply to management, confidential or supervisory employees.

(d) Every recognized employee organization which has agreed to an agency shop provision shall keep an adequate, itemized record of its financial transactions and shall make available annually, to the public agency with which the agency shop provision was negotiated, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this chapter, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the public agency with a copy of such financial reports.

Sec. 3503. Representation of Members; Membership Admission and Dismissal Regulations; Right of Personal Appearance. Recognized employee organizations shall have the right to represent their members in their employment relations with public agencies. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership. Nothing in this section shall prohibit any employee from appearing in his own behalf in his employment relations with the public agency.

Sec. 3504. Scope of Representation. The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

Sec. 3504.5 Notice of Proposed Act Relating to Matters Within Scope of Representation; Meeting; Emergencies. Except in cases of emergency as provided in this section, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body of such boards and commissions.

In cases of emergency when the governing body or such boards and commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards and commissions shall provide such notice and

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opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

Sec. 3505. Conferences; "Meet and Confer in Good Faith" Defined. The governing body of a public agency, or such boards, commissions, administrative officers or other representatives as may be properly designated by law or by such governing body, shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of such recognized employee organizations, as defined in subdivision (b) of Section 3501, and shall consider fully such presentations as are made by the employee organization on behalf of its members prior to arriving at a determination of policy or course of action.

"Meet and confer in good faith" means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses where specific procedures for such resolution are contained in local rule, regulation or ordinance, or when such procedures are utilized by mutual consent.

Sec. 3505.1. Memorandum of Agreement. If agreement is reached by the representatives of the public agency and a recognized employee organization or recognized employee organizations, they shall jointly prepare a written memorandum of such understanding, which shall not be binding, and present it to the governing body or its statutory representative for determination.

Sec. 3505.2. Mediation; Appointment of Mediator Costs. If, after a reasonable period of time, representatives of the public agency and the recognized employee organization fail to reach agreement, the public agency and the recognized employee organization or recognized employee organizations together may agree upon the appointment of a mediator mutually agreeable to the parties. Costs of mediation shall be divided one-half to the public agency and one-half to the recognized employee organization or recognized employee organizations.

Sec. 3505.3 Time Off Allowances To Employee Representatives. Public agencies shall allow a reasonable number of public agency public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the public agency on matters within the scope of representation.

Sec. 3506. Discrimination Prohibited. Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights under Section 3502.

Sec. 3507. Rules and Regulations. A public agency may adopt reasonable rules

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and regulations after consultation in good faith with representatives of an employee organization or organizations for the administration of employer-employee relations under this chapter (commencing with Section 3500).

Such rules and regulations may include provisions for (a) verifying that an organization does in fact represent employees of the public agency, (b) verifying the official status of employee organization officers and representatives, (c) recognition of employee organization, (d) exclusive recognition of employee organizations formally recognized pursuant to a vote of the employees of the agency or an appropriate unit thereof, subject to the right of an employee to represent himself as provided in Section 3502, (e) additional procedures for the resolution of disputes involving wages, hours and other terms and conditions of employment, (f) access of employee organization officers and representatives to work locations, (g) use of official bulletin boards and other means of communication by employee organizations, (h) furnishing nonconfidential information pertaining to employment relations to employee organizations, and (i) such other matters as are necessary to carry out the purposes of this chapter.

Exclusive recognition of employee organizations formally recognized as majority representative pursuant to a vote of the employees may be revoked by a majority vote of the employees only after a period of not less than 12 months following the date of such recognition.

No public agency shall unreasonably withhold recognition of employee organizations.

Sec. 3507.1. Mediation of Disputes; Recommendations for Resolving Disputes. In the absence of local procedures for resolving disputes on the appropriateness of a unit of representation upon the request of any of the parties, the dispute shall be submitted to the Division of Conciliation of the Department of Industrial Relations for mediation or for recommendation for resolving the dispute.

Sec. 3507.3. Professional Employees; Representations; Submissions of Dispute to Division of Conciliation. Professional employees shall not be denied the right to be represented separately from nonprofessional employees by a professional employee organization consisting of such professional employees. In the event of a dispute on the appropriateness of a unit of representation for professional employees, upon request of any of the parties the dispute shall be submitted to the Division of Conciliation of the Department of Industrial Relations for mediation or for recommendation for resolving the dispute.

"Professional employees," for the purpose of this section, means employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction including, but not limited to, attorneys, physicians, registered nurses, engineers, architects, teachers, and the various types of physical, chemical and biological scientists.

Sec. 3507.5 Designation of Management and Confidential Employees of Public

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Agency. In addition to those rules and regulations a public agency may adopt pursuant to and in the same manner as in Section 3507, any such agency may adopt reasonable rules and regulations providing for designation of the management and confidential employees of the public agency and restricting such employees from representing any employee organization which represents other employees of the public agency on matters within scope of representation. Except as specifically provided otherwise in this chapter, this section does not otherwise limit the right of employees to be members of and to hold office in an employee organization.

Sec 3508. Law Enforcement Positions; Exclusion From Employee Organizations; Public Interest. The governing body of a public agency may, in accordance with reasonable standards, designate positions or classes of positions which have duties consisting primarily of the enforcement of state laws or local ordinances, and may be resolution or ordinance, adopted after a public hearing, limit or prohibit the right of employees in such positions or classes of position to form, join or participate in employee organizations where it is in the public interest to do so; however, the governing body may not prohibit the right of its employees who are full-time "peace officers" as that term is defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code to join or participate in employee organizations which are composed solely of such peace officers which concern themselves solely and exclusively with the wages, hours, working conditions, welfare programs, and advancement of the academic and vocational training in furtherance of the police profession, and which are not subordinate to any other organization.

The right of employees to form, join and participate int eh activities of employee organizations shall not be restricted by a public agency on any grounds other than those set forth in this section.

Sec. 3508.5. Right to Authorize Dues Deductions; Effect of Chapter, Nothing in this chapter shall affect the right of a public employee to authorize a dues deduction from his or her salary or wages pursuant to Section 1157.1, 1157.2, 1157.3, 1157.4, 1157.5, 1157.7.

Sec. 3509. Construction. The enactment of this chapter shall not be construed as making the provisions of Section 923 of the Labor Code applicable to public employees.

Sec. 3510. Citation. This chapter shall be known and may be cited as the "Meyers-Milias-Brown Act."

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RULE OF TEN
ADDENDUM FOR POLICE OFFICER AND FIREFIGHTER

Per the Commission's direction from the September 29th meeting this is the third of a series of certification models to be considered for replacement of the "Rule of Three".

Premise:

The premise is to provide an adequate list of eligible candidates for the appointing authority to choose from. This also incorporates what may be an adequate number of candidates to increase the probability that non-white males will be included in the group to be interviewed. This model is used by Clark County, Sparks (for entry level), but without the addendum for entry level Police Officer and Firefighter. This model is based on a model under consideration by the Jefferson County Personnel Board (Alabama), one of the more advanced personnel agencies in the nation regarding recruitment methods and EEO/AA considerations.

Rule of Ten with addendum for entry level Police Officer and Firefighter:

The eligibles whose score results in the ten highest scores will be submitted to the appointing authority. If less than ten eligibles, then the entire list would be submitted, if less than three, then the Commission could use the same provisions used currently in Rule VII, Section 3. Certification.

The addendum for entry level Police Officer and Firefighter allows for ten names and an additional three names for each vacancy beyond the first vacancy.

Implications:

This could potentially result in ten individuals for a list in many recruitments. Some recruitments may result in five to eight candidates and the entire list would be submitted or another test could be given in an attempt to increase the numbers.

RETIRED CURRICULUM

Ten names seems to have utility. More than ten names can become unwieldy and increase the problems associated with record keeping, time management and favoritism charges, for the department head or supervisors in attempting to make the most competent choice and "fit" for the organization.

Due to the lists for Police Officer and Firefighter having been traditionally white male dominated, this is a result in part, because of local demographics and cultural socialization, the additional names may increase the probability of an interview for those candidates that are not white males.

To go beyond three additional candidates for each vacancy, could result again in more interviews than can be fairly managed and create a "rule of the list". A "rule of the list" has had problems in several jurisdictions who are now contacting the Commission and other agencies for more reasonable alternatives. Many conflicts have arisen regarding favoritism, candidate competency, patronage, and racism/sexism where a rule of the list is allowed.

RETIRED CURRICULUM

PROGRESSIVE CERTIFICATION WITH A MAXIMUM OF TEN ADDENDUM FOR POLICE OFFICER AND FIREFIGHTER

Per the Commission's direction from the September 29th meeting this is the third of a series of certification models to be considered for replacement of the "Rule of Three".

Premise:

The premise is to provide an adequate list of eligible candidates for the appointing authority to choose from. This also incorporates what may be an adequate number of candidates to increase the probability that non-white males will be included in the group to be interviewed. This model uses a studied use of lists, that refines the "rule of ten" into more manageable sections.

The bench mark numbers are based on accepted psychometric statistical analyses of candidate performance correlations within tests, especially when applied to an item analysis and calculating the standard error of measure. What this results in, is a breakdown of candidates into three main categories: upper 27%, middle 46%, and lower 27%. Combining this logic with observances of test results, total eligible candidate populations, and the best utilitarian applications for management during the interview process the progressive model may fit most needs.

Progressive List with addendum for entry level Police Officer and Firefighter:

This model considers the total number of ranked candidates and a reasonable proportion of these candidates to be certified to the department head. The proportions of ranked eligibles is divided into three categories with an addendum for entry level public safety employees.

Category 1: 19 or less ranked eligibles - top three eligibles.

Category 2: 20 to 37 ranked eligibles - top five eligibles.

Category 3: 38 or greater ranked eligibles - top ten eligibles.

RETIRED CURRICULUM

The addendum for entry level Police Officer and Firefighter allows for ten names and an additional three names for each vacancy beyond the first vacancy. This is exactly like the "rule of ten".

Implications:

This could potentially result in ten eligibles for a list in many recruitments. The recruitments that result in five to eight eligible ranked candidates, have been observed to result in a very wide range of scores (large standard deviations), this is a sign of a good test which results in distinguishing the candidate that brings more merit to the position than a candidate who would bring minimal merit.

All ranked candidates could be reasonably assumed to perform at a minimal competency level, but the most minimal has a greater probability of longer training time (learning curve), which is costly, and a greater probability of failing in the probation period.

As the number of ranked eligibles increases, the probability that scores will be more similar (closer together) is less.

The same distinguishing factors (statistical discrimination of one candidate from another) may occur, but with more crowding between scores of 70 and 100. Therefore, as the numbers increase, then so would the number of names to be submitted for interview. A maximum of 10 remains as the most reasonable before the numbers become unwieldy, while still yielding the candidates that bring the most merit to the position.

RETIRED CURRICULUM

SLIDING BAND

Per the Commission's direction from the September 29th meeting this is the first of a series of certification models to be considered for replacement of the "Rule of Three". I have researched the current use of this model and the associated features required for it to be useful.

Premise	The premise is that a range of test scores consists of groups of slightly differing scores. These groups contain scores which are not significantly different. Each of these clumps or groups of scores are determined by a statistical method called a "standard error of the mean" or SEM. The SEM defines the upper and lower values (scores) which define the range boundaries. This range is called a "band".
Definition of "Band"	Bands are made of scores that are not significantly different. All test candidates in a band do not statistically differ from each other. All of the candidates in a band would be submitted to the department head for an interview. If a minority group member scored within that band, and the City was below parity for that group, then the first group of names submitted for interview would be an effort by the City to comply with the Affirmative Action Goals.
Definition of "Sliding Band"	A "sliding band" is helpful because it allows the band of candidates submitted to the department head for interviews to be widened or expanded. If the first SEM did not encompass any minorities, then the minorities would be encompassed by "sliding" the band's lower limit downward. The first SEM with minority candidates would then be used to submit candidates for certification along with names from the highest scoring SEM.
Use of the Sliding Band	Minority candidates would be submitted first for interview by the department. Then the remainder of names in the highest SEM would be submitted next. The sliding band model has not been used as a basic certification method. Rather it has been used as part of an overall selection process. The other criteria necessary at this time are: professional conduct/performance (to defend this criteria, a content based performance appraisal model is highly recommended), education, and a training and experience selection device.

RETIRED CURRICULUM

Implications	Implications for this model are that the City has an imbalance due to the underrepresentation of protected groups and that the City has an Affirmative Action Plan that was in accord with Title VII of the Civil Rights Act before the 1991 amended Civil Rights Act. This model has only been used for promotions, both in San Francisco and with the State of Arizona.
Background	Now that you have the model defined, you must know the legal background. Last November, the Ninth Circuit Court made the decision, Officers for Justice v. The City and County of San Francisco, that the city could use score "bands" for promotional examinations. Basically, the court allowed the city to appoint 100 Sergeants by rank order of scores and use banding for a remaining 15 positions. The bands consisted of a width or range of 4 points (the SEM). The city used race, performance, education, training and experience. The minority candidates who met the acceptable criteria for the above components were selected first from the band. If no minorities scored within the first SEM (or band), then the highest scorers who met all the acceptable criteria were selected until the band "slid" down to include additional minority candidates.
Considerations	* Does the City of Reno have an Affirmative Action Plan that meets the criteria as defined by the Ninth Circuit Court ? * Should the Commission adopt a certification model based on Affirmative Action considerations only ? * Is it acceptable to have a certification model that is designed for promotions only, and a separate one for entry level ? * Does the Commission wish to adapt this model for entry level and have flexibility to determine other criteria for its use other than the four allowed by the court ?

RETIRED CURRICULUM

Recommendation:

This model has promise. This model can be adapted for use as a certification model without necessarily needing the support components.

* The City needs a method for targeting minorities for participation in the government organization.

* If we use this model then it would be useful for promotions only.

* This model should allow sliding only if the department was not represented in a promotional classification by women or ethnic groups or underrepresented by a protected group.

* The only way to use the model would be for a department interview and in no way force appointment to a position.

* Determination for sliding would be by joint decision of the Civil Service Commission / Chief Examiner and the Affirmative Action Officer.

Caveats:

* Potential for a reverse discrimination charge is a threat. Time and expense defending the model may lower its utility.

* Targeted recruitment efforts based on a long term plan within the strategic plan may be a valid alternative. A target recruitment effort will require an added staff member to work with testing, recruitment, certification, and liaison with the AA Officer and various city departments along with the Chief Examiner. Cost of this third employee is in all probability a future reality, this model would enhance the utility of this cost. But, this is an increased cost.

* Failing to use the sliding band identically to the method approved by the Ninth Circuit Court could invalidate its use by that Court. Once again the possible threat is outweighed by the possible enhanced utility.

* Statistical projections for costs vs utility are difficult if not impossible to calculate without clearly defined variables and associated values or defensible probabilities.

RETIRED CURRICULUM

THREE WHOLE SCORES - MINIMUM OF TEN CANDIDATES

Per the Commission's direction from the September 29th meeting this is the second of a series of certification models to be considered for replacement of the "Rule of Three".

Premise:

The premise is to provide an adequate list of eligible candidates for the appointing authority to choose from. This also incorporates what may be an adequate number of candidates to increase the probability that non-white males will be included in the group to be interviewed. This model is used by Washoe County Personnel.

Three Whole Scores:

Candidates that score in top three whole number values (or grades) are submitted to the appointing authority. If less than ten names then the next whole score would be submitted with the highest scoring candidates in that whole score range until ten candidates are reached.

Implications:

This could potentially result in at least ten individuals per whole score or more depending on the occurrence of scores that differ only by hundredths of a point. This extreme scenario would occur only in very large recruitments such as Firefighter. This in itself is a positive consideration. To date I know of no court challenges to this model.

RETIRED CURRICULUM

Affirmative Action Advisory Committee

Date: January 17, 1994
To: Civil Service Commission
From: Affirmative Action Advisory Committee
Re: Recommendation for New Certification Rule for the Reno Fire Department

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After considering the various certification models proposed and described by several interested entities, the Affirmative Action Advisory Committee (AAAC) recommends the Rule of the List for certifying eligible candidates for promotion within the Reno Fire Department. This recommendation is conditioned upon the following stipulations being incorporated into the final rule submitted by the Commission for City Council approval:

1. That an eligible list be established in rank order of the composite scores of
   a. a pass/fail written examination
   b. a practical examination of the skills and abilities required of the promotional position
   c. merit considerations, including current job performance and evaluations, project and community involvement, departmental assignments, education, resume, training and other related factors.

2. That the Fire Department revise the current performance appraisal criteria to establish objective standards for measuring job performance which will minimize subjective evaluation. Similarly, the Department will establish objective standards for evaluating he merit considerations listed in item 1-c, above.

3. That the Fire Department adhere to the City's Affirmative Action goals and the Affirmative Action plan.

4. That the Fire Department reaffirm it's commitment to work toward parity in promotions as well as in entry level hiring.

5. That the AAAC be empowered to review all promotional recommendations prior to the final selection by the Fire Chief.

6. That the Civil Service Commission procedures by which the AAAC can formally request review, prior to the final decision of the Fire Chief, of any promotional recommendation that does not appear to meet the criteria of the certification rule or Affirmative Action goals.

7. That the Fire Department provide necessary training to all interested employees to prepare them for the promotional examinations. This would include "acting time" assignments as provided for in the collective bargaining agreement between the City of Reno and Local # 731.

RETIRED CURRICULUM

Further, the Committee is in favor of retention of the matrix selection system for entry level hiring until the current test is invalid. At such time, the Committee recommends that all entry level hiring be conducted from an eligible list established according to the same criteria as used for promotions, see items 1 through 7 above, with the addition of a review panel to screen eligible candidates.

The Committee recognizes that the Rule of the List certification model, with the stipulation and conditions outlined above, may not have universal application to all Civil Service employees and may, in fact, be impractical or inappropriate in some instances. The Committee believes that a separate certification rule for the Fire Department may be advisable in view of the fact that many Fire Department personnel functions are already handled separately and apart from those of other Civil Service employees.

RETIRED CURRICULUM

"COMPARABLE WORTH" VS "PREVAILING RATES" mach 21

THE CONFLICT BETWEEN POLITICS AND SOUND PUBLIC ADMINISTRATION

BY: GERALD M. PAULY

"COMPARABLE WORTH" ALREADY IS WELL ON ITS WAY TO BECOMING THE MAJOR NEW PERSONNAL ISSUE OF THE EARLY 1980'S. THE TERM HAS BEEN ADDED TO THE VOCABULARY OF LAWYERS ACTIVE IN CIVIL RIGHTS LITIGATION. FORMER EQUAL EMPLOYMENT OPPORTUNITY COMMISSION CHAIR ELEANOR HOLMES NORTON HAS DESCRIBED COMPARABLE WORTH AS "THE ONLY TRUE LARGE ISSUE REMAINING IN THE FLUX" UNDER THE EQUAL EMPLOYMENT OPPORTUNITY ACT;"THE BIG ONE LEFT FOR THE 1980'S"

THE COMPARABLE WORTH CONCEPT RECEIVED MUCH PUBLICITY IN 1981 BECAUSE OF THE STRIKE BY SEVERAL HUNDRED EMPLOYEES IN THE CITY OF SAN JOSE OVER THE ISSUE. COMPARABLE WORTH IS ATTRACTIVE TO MANY PEOPLE WHO ARE INTERESTED IN AFFIRMATIVE ACTION PROGRAMS, BECAUSE IT PROMISES WOMEN MORE MONEY WITHOUT HAVING TO CHANGE JOBS.

THE CONCERN OF WOMEN WANTING TO EARN MORE MONEY IS REAL. UNFORTUNATELY, THE COMPARABLE WORTH THEORY IS NOT A VERY PRACTICAL SOLUTION TO THE PROBLEM. THERE ARE AT LEAST FOUR REASONS WHY COMPARABLE WORTH IS NOT A PRACTICAL THEORY FOR PUBLIC POLICY OR ORGANIZATIONAL MANAGEMENT.

*NO METHODOLOGY EXISTS TO VALIDLY DETERMINE THE COMPARABLE WORTH OF JOBS.

*COMPARABLE WORTH THREATENS THE LONG-STANDING AND SOUND PUBLIC POLICY OF USING PERVAILING RATES AS THE PRIMARY FACTOR IN SETTING PAY.

*WHEN MARKET DEMANDS FORCE UP WAGES FOR ONE JOB, WAGES FOR "COMPARABLE" JOBS WOULD ALSO RISE EVEN THOUGH THE COMPARABLE POSITIONS EXPERIENCED NO RECRUITMENT OR RETENTION PROBLEMS.

*SERIOUS LABOR RELATIONS PROBLEMS COULD BE CAUSED BY THE THREAT TO EMPLOYEES IN HIGHER PAYING JOBS, SINCE THE THEORY SUGGESTS MANY JOBS ARE OVER-PAID, WHILE OTHERS ARE UNDER PAID.

"PREMISE"

UNTIL RECENT YEARS, EMPLOYMENT PRACTICES IN THE UNITED STATES CLEARLY HAD A DISCRIMINATORY IMPACT ON WOMEN WORKERS. WOMEN OFTEN WERE ARBITRARILY REFUSED EMPLOYMENT IN BETER PAYING JOBS. DURING THE LAST DECADE, HOWEVER, WOMEN HAVE MOVED INTO MANY OCCUPATIONAL AREAS IN WHICH FEW WOMEN WERE EMPLOYED PREVIOUSLY, AND AFFIRMATIVE ACTION EFFORTS SHOULD CONTINUE TO PROVIDE WOMEN BETTER ACCESS TO BETTER PAYING JOBS.

THE COMPARABLE WORTH CONCEPT STARTS WITH THE PREMISE THAT MANY JOBS OCCUPIED PRIMARLY WOMEN ARE GROSSLY UNDERPAID AND THAT THE LOW PAY IS DUE TO SEX DISCRIMINATION THAT IS INSTITUTIONALIZED IN THIS COUNTRY'S EMPLOYMENT COMPENSATION SYSTEM.

THE THEORY IS AN EFFORT TO MOVE BEYOND THE CONCEPT OF EQUEL PAY FOR EQUAL WORK. THE FEDERAL EQUAL PAY ACT OF 1963 MANDATES THAT WOMEN BE PAID THE SAME AS MEN WHEN THEIR JOBS ARE EQUAL. THE ACT DESCRIBES EQUAL AS THAT REQUIRING EQUAL SKILL, EFFORT, AND RESPONIBILITY BEING PREFORMED UNDER SIMILAR WORKING CONDITIONS. MANY PLAINTIFF'S ATTORNEYS HAVE BEEN FOILED IN THEIR EFFORTS TO PURSUE CLAIMS UNDER THE EQUAL PAY ACT, BECAUSE THE EMPLOYERS INVOLVED HAVE BEEN ABLE TO PROVE THAT THE JOBS IN QUESTION ARE NOT EQUAL. COMPARABLE WORTH THUS IS A NEW LEGAL THEORY THAT COULD NOT PROVIDE PLAINTIFF'S ATTORNEYS WITH A NEW AVENUE TO THE COURTS. THE LEGAL CONTENTION WOULD BE "EVEN IF THESE JOBS AREN'T EQUAL, THEY ARE OF COMPARABLE WORTH."

RETIRED CURRICULUM

"EVALUATION"

COMPARABLE WORTH ADVOCATES PROPOSE THAT JOB EVALUATION SYSTEMS BE UTILIZED TO SET THE PAY OF ALL POSTITIONS WITHIN AN ORGANIZATION. SOME EVEN SUGGEST A NATIONAL JOB EVALUATION SYSTEM. INHERENT IS THE NOTION THAT JOBS NOT AT ALL SIMILAR IN THE TASKS, PREFORMED CAN BE COMPARED TO EACH OTHER. UNDER PROPOSED JOB EVALUATION SYSTEMS, NUMERIC WEIGHTED FACTORS ARE ASSIGNED TO EACH JOB. THUS ALL JOBS CAN BE REDUCED TO NUMBERS AND THE NUMBERS BECOME THE BASIS FOR THE SALARY LEVEL.

JOB EVALUATION PLANS USE POINTS ASSIGNED TO VARIOUS JOB FACTORS TO HELP DETERMINING WAGES, AND HAVE BEEN USED IN THE UNITED STATES SINCE BEFORE WORLD WAR II. JOB EVALUATION TECHNIQUES IF USED PROPERLY, CAN BE HELPFUL. HOWEVER THEY ALSO CAN BE USED IN APPROPRIATELY. UNDER A TYPICAL JOB EVALUATION STUDY, THE BASIC JOB FACTORS ARE PRESCRIBED AND NUMERIC WEIGHTINGS ARE ASSIGNED TO EACH. A JUDGMENT IS MADE AS TO HOW MANY POINTS ARE ASSIGNED TO EACH JOB IN ACCORDANCE WITH THE DEGREE TO WHICH EACH FACTOR APPLIES TO THAT JOB.

THE BASIC PROBLEM IS THE ASSUMPTION THAT DISSIMILAR JOBS CAN BE COMPARED TO EACH OTHER BY REDUCING ALL JOB EVALUATION FACTORS TO NUMBERS. THIS GIVES SUPERFICIAL APPEARANCE OF OBJECTIVITY TO THE JOB STUDY, BUT THE WEIGHTINGS ASSINGNED TO VARIOUS FACTORS ULTMATELY ARE SUBJECTIVE.

THIS PROBLEM IS ILLUSTRATED BY THE FACTORS USED IN AN ACTUAL JOB EVALUTION STUDY CONDUCTED RECENTLY BY A PUBLIC AGENCY IN CALIFORNIA(see chart): WHAT OBJECTIVE EVIDENCE, FOR EXAMPLE, CAN SHOW THAT THE FACTOR "JOB CONDITIONS" WARRANTS A MAXIMUM OF ONLY 40 POINTS, WHILE "CONTACT WITH OTHERS" IS WORTH A MAXIMUM OF 108 POINTS? THE FACT IS THAT THE PEOPLE INVOLVED IN THIS STUDY SIMPLY MADE THE *judgement* THAT " JOB CONDITIONS" WARRANTS LESS THEN HALF THE POINTS OF"CONTACT WITH OTHERS."

IF ONE EXAMINES SOME OF THE POINT ALLOCATIONS WITHIN EACH JOB FACTOR, SOME MORE INTERESTING CONTRASTS EMERGE. NOTE THAT UNDER "JOB CONDITIONS," THERE ARE 40 POINTS FOR "CONTINUOUS EXPOSURE TO HAZARDS INVOLVING A HIGH POSSIBILITY OF LOSS OF LIFE" UNDER CONTAGT WITH THE PUBLIC, OFFICIALS, DEPARTMENT HEADS, AND WITH PERSONNEL OF OTHER DEPARTMENTS..." UNDER "INDEPENDENCE OF ACTION," THERE ARE 38 POINTS FOR "VARIETY OF REGULAR ASSIGNMENTS FOLLOWING STANDARD PROCEDURES..."

NOW CONSIDER THIS QUESTION: WHAT OBJECTIVE EVIDENCE CAN BE PRESENTED TO JUSTIFY ASSIGNING 40 POINTS FOR A JOB INVOLVING A HIGH POSSIBILITY OF DEATH AND VIRTUALLY THE SAME NUMBER OF POINTS FOR CONTRACT WITH THE PUBLIC, OR PERFORMING REGULAR ASSIGNMENTS FOLLOWING STANDARD PROCEDURES?

"PROPER USE"

JOB EVALUATION SYSTEMS DO HAVE VALUE. THEY CAN BE USEFUL TO A GROUP OF JOBS THAT HAVE MANY COMMON FACTORS. FOR EXAMPLE, A JOB EVALUATION PLAN MIGHT BE APPLIED TO DETERMINE PAY DIFFERENCES AMONG AN EMPLOYER'S CLERICAL AND OFFICE JOBS. UNDER THAT CIRCUMSTANCE, A JOB EVALUATION SYSTEM IS BEING APPLIED AGAINST JOBS THAT HAVE MANY FACTORS IN COMMON. THE *job evaluation system thus is being used to help clarify the differences among jobs that are very similar in many respects.* FOR EXAMPLE, THE VARIOUS GRADES OF TYPIST CLERKS, STENOGRAPHER CLERKS, ACCOUNT CLERKS, AND OTHER GENERAL AND SPECIALIZED OFFICE EMPLOYEES SHARE MANY JOBS FACTORS IN COMMON. JOB EVALUATION CAN BE USEFUL TECHNIQUE FOR MAKING GRADE DISTINCTIONS AND TO DETERMINE THE RELATIVE PAY AMONG THESE RELATED JOBS.

AS ANOTHER EXAMPLE, A JOB EVALUATION STUDY ALSO COULD BE HELPFUL IN COMPARING AMONG RELATED JOBS SUCH AS STREET MAINTENANCE WORKERS, PARK MAINTENANCE WORKERS, WATER AND SEWER SYSTEM WORKERS, AND OTHER SIMILAR POSITIONS.

RETIRED CURRICULUM

HERE AGAIN THE JOBS HAVE MANY FACTORS IN COMMON. *The job evaluation system again is used to help clarify the differences among jobs which are similar in many respects.*

THE VALIDITY AND UTILITY OF A JOB EVALUATION SYSTEM HAS TO BE QUESTIONED WHEN IT IS USED TO COMPARE JOBS WHICH HAVE VIRTUALLY NOTHING IN COMMON. HOW CAN A TYPIST CLERK BE COMPARED TO A TREE TRIMMER, OR A STENOGRAPHER TO A SEWER WORKER?

IN CALIFORNIA, GRAPE GROWERS HAVE DEVELOPED FINELY TUNED SYSTEMS FOR GRADING EACH VARIETY OF GRAPE. SIMILAR GRADING SYSTEMS ARE APPLIED VARIETIES OF APPLES. HOWEVER WHERE IS THE SYSTEM FOR GRADING APPLES IN COMPARISON TO GRAPES? IT DOES NOT EXIST. THE REASON IT DOES NOT EXIST IS THAT GRAPES AND APPLES HAVE TOO LITTLE IN COMMON. WHAT IS TRUE OF FRUIT IS TRUE OF JOBS. JOBS WHICH ARE VASTLY DIFFERENT CANNOT BE COMPARED TO EACH OTHER IN AN OBJECTIVE AND VALID MANNER.

TODAY'S LEADING CASES CITED BY LAWYERS HELP SHOW THAT COMPARISONS CAN BE MADE ONLY WHEN JOBS HAVE MUCH IN COMMON. A PUBLIC SECTOR CASE, COUNTY OF WASHINGTON v. GUNTHER, INVOLVED MATRONS AND DEPUTY SHERIFFS WHO WORKED IN THE JAIL IN WASHINGTON COUNTY OREGON. THE JOBS HAD IN COMMON THE VERY SIGINIFICANT FACTOR THAT BOTH WERE RESPONSIBLE FOR THE CUSTODY OF PRISONERS. A WELL KNOWN PRIVATE SECTOR CASE IS TAYLOR v. CHARLIE BROTHERS, INC. CHARLIE BROTHERS IS A WHOLESALE FIRM IN PENNSYLVANIA. THIS CASE INVOLVED FEMALE WAREHOUSE JOBS AND MALE WAREHOUSE JOBS. HERE AGAIN, THE JOBS HAD MUCH IN COMMON. IT IS NO COINCIDENCE THAT THE LEADING CASES INVOLVE JOBS THAT HAVE ENOUGH IN COMMON THAT THEY REASONABLY CAN BE COMPARED TO EACH OTHER.

INTERESTINGLY BOTH THE WASHINGTON COUNTY CASE AND THE CHARLIE BROTHERS CASE INCLUDE SOME DEGREE OF EVIDENCE THAT THE EMPLOYERS DID INTENTIONALLY ACT IN A MANNER WHICH HAD THE EFFECT OF DISCRIMINATING AGAINST A GROUP OF WOMEN EMPLOYEES, WITH RESPECT TO THEIR PAY. IN NEITHER OF THESE CASES DID THE COURTS NEED TO ENDORSE THE COMPARABLE WORTH THEORY IN ORDER TO AGREE THAT THE PLAINTIFF'S CASES HAD SOME MERIT.

"PREVAILING RATES"

MOST ORANIZATIONS THAT HAVE FORMAL PERSONNEL POLICIES USE PREVAILING WAGE RATES AS ONE OF THE MOST IMPORTANT FACTORS IN SETTING WAGES. EVEN IN ORGANIZATIONS THAT ARE UNIONIZED AND SET SALARIES THROUGH COLLECTIVE BARGAINING, PREVAILING RATES NORMALLY ARE A MAJOR ISSUE CONSIDERED AT THE BARGAINING TABLE. THE WAGES OTHER EMPLOYERS PAY FOR A PARTICULAR JOB USUALLY HAVE A VERY SIGNIFICANT IMPACT ON THE NEGOTIATED RATES AGREED TO BY THE PARTIES. EVEN IN SMALLER ORGANIZATIONS THAT DO NOT HAVE A FORMAL PERSONNEL SYSTEM, PREVAILING RATES AS A PRACTICAL MATTER DICTATE THE PAY RATES FOR SKILLED JOBS.

THUS, CLERKS WHO WORK FOR PUBLIC AGENCY ARE COMPARED TO CLERKS WHO WORK FOR PRIVATE INDUSTRY AND PERHAPS TO CLERKS IN OTHER PUBLIC AGENCIES. REFUSE COLLECTORS ARE LIKEWISE COMPARED TO REFUSE COLLECTORS. THIS IS NOT A PERFECT SYSTEM, BUT IT IS THE MOST PRACTICAL SYSTEM THUS FAR DEVISED. IN PRACTICE MOST PUBLIC AGENCIES, UNDER THIS SYSTEM, GAVE PRIMARY CONSIDERATION TO PRIVATE SECTOR COMPENSATION, AND THUS THE PUBLIC AGENCY MERELY FOLLOWS THE LEAD OF THE PRIVATE SECTOR.

COMPARABLE WORTH ADVOCATES CONTEND THAT PREVAILING RATES ARE DISCRIMINATORY FOR MANY LOWER PAYING JOBS AND THUS SHOULD NOT BE FOLLOWED IN SETTING THE PAY OF SUCH JOBS. TO DROP PREVAILING RATES AS THE FUNDAMENTAL FACTOR IN SETTING PAY WOULD BE A PUBLIC POILCY OF ENORMOUS CONSEQUENCE.

RETIRED CURRICULUM

SUCH A CHANGE COULD HAVE A MAJOR IMPACT ON THE ENTIRE LABOR MARKET IN THE UNITED STATES.

A SIGNIFICANT PROBLEM WITH THE COMPARABLE WORTH CONCEPT IS THAT ONCE AN EMPLOYER RANKS JOBS ACCORDING TO JOB EVALUATION WEIGHTINGS, THE EMPLOYER BECOMES LOCKED INTO SALARY SYSTEM THAT CANNOT ADJUST TO CHANGES IN THE JOB MARKET.

FOR EXAMPLE, IN PUBLIC AGENCIES IT HAS BEEN COMMON TO PAY THE SAME SALARY TO SYSTEMS ANALYSTS, BUDGET ANALYSTS, AND PERSONNEL ANALYSTS. TODAY THE TREMENDOUS DEMAND FOR SYSTEMS ANALYSTS IS DRIVING UP SALARIES FOR THAT JOB. IT IS VERY DIFFICULT TO RECRUIT SYSTEMS ANALYSTS. EMPLOYERS ARE FINDING THEY MUST PAY MORE TO HIRE AND RETAIN THEM. IT IS MUCH EASIER TO HIRE WELL QUALIFIED PERSONNEL ANALYSTS AND BUDGET ANALYSTS. IF THE EMPLOYER HAD RATED THESE THREE JOBS AS EQUAL UNDER A POINT EVALUATION SYSTEM, THAT SYSTEM DICTATES THAT THE PERSONNEL ANALYSTS AND THE BUDGET ANALYSTS GET PAY INCREASES THAT ARE A RESULT OF A SEVERE RECRUITING PROBLEM FOR SYSTEM ANALYSTS. THAT MAKES NO SENSE.

"LABOR RELATIONS"

THE COMPARABLE WORTH THEORY PRESUMES THAT ALL JOBS CAN BE GRADED IN ACCORDANCE WITH RELATIVE VALUE, AND THEN PAID IN RELATION TO THOSE RATINGS. AS A PRACTICAL MATTER, THE COMPARABLE WORTH THEORY SUGGESTS THAT SOME JOBS ARE OVER-PAID AND OTHERS ARE UNDER-PAID. CONSIDERING THE FINANCIAL PROBLEMS FACING MOST EMPLOYERS TODAY, IMPLEMENTATION OF COMPARABLE WORTH WOULD FORCE MANAGEMENT TO LOWER THE RELATIVE PAY OF SOME JOBS IN ORDER TO INCREASE THE RELATIVE PAY OF OTHERS. ANYONE WHO HAS EVER BEEN INVOLVED IN PAY ADMINISTRATION KNOWS THERE IS NOTHING MORE INFLAMMATORY THAN CHANGING INTERNAL SALARY RELATIONSHIPS. BOTH THE BARGAINING AGENT AND THE EMPLOYER WOULD HAVE TO CONTEND WITH THE DISRUPTION OF EMPLOYEES FIGHTING AMONG THEMSELVES OVER SALARY RATES. HARMONIOUS LABOR RELATIONSHIPS CAN NEVER BE FOSTERED WHEN A UNION SPLIT INTERNALLY OVER AN ISSUE.

WHAT IF THE TWO GROUPS OF EMPLOYEES, THE LOWER-PAID AND THE HIGHER-PAID, ARE REPRESENTED BY TWO OR MORE BARGAINING AGENTS, WHICH OFTEN IS THE CASE? HOW DO YOU CONVINCE FIREFIGHTERS THAT THEIR PAY SHOULD BE HELD DOWN SO THAT SOME OTHER JOBS CAN BE PAID MORE? HOW COULD AN EMPLOYER ENGAGE EFFECTIVELY IN GOOD FAITH BARGAINING WITH POLICE OFFICERS, IF A COMPARABLE WORTH POLICY REQUIRED THAT THE SALARIES OF SOME OTHER OCCUPATION BE INCREASED SOME CORRESPONDONG AMOUNT? A COMPARABLE WORTH POLICY SURELY WOULD HAVE A CHILLING EFFECT ON PAY NEGOTIATIONS BECAUSE AN INCREASE AGREED TO FOR ONE JOB MIGHT BE LEGALLY APPLICABLE TO ANOTHER JOB IN ANOTHER BARGAINING UNIT.

COMPARABLE WORTH IS AN INNOVATIVE CONCEPT, BUT IT BRINGS WITH IT MANY PRACTICAL PROBLEMS. IT IS BASED UPON THE FALSE PREMISE THAT THERE EXISTS A METHODOLOGY FOR MEASURING THE COMPARABLE VALUE OF JOBS, BUT IN FACT THERE IS NO SUCH METHODOLOGY. THERE ARE JOB EVALUATION PLANS WHICH CAN BE USEFUL UNDER CERTAIN CIRCUMSTANCES. ALL SUCH PLANS INVOLVE MANY SUBJECTIVE JUDGMENTS. NO JOB EVALUATION PLAN CAN SUBSTITUTE FOR PRACTICAL POLICY OF PAYING ACCORDING TO PREVAILING RATES. **

RETIRED PUBLIC OFFICIALS

FACTORS USED IN A SAMPLE JOB EVALUATION STUDY

JOB FACTORS	RANGE OF WEIGHTING
Job Conditions	0 - 40
Contact with others	12 - 108
Supervision	0 - 126
Independence of Action	12 - 108
Consequence of Action - Cost	5 - 54
Consequence of Action - Wefare and Safety of Others	0 - 54
Analutical Requirements	20 - 180
Physical Requirements - Moving Objects	4 - 20
Physical Requirements - Other (Examples: Climbing, Stooping Reaching, Seeing)	0 - 80
General Educational Achievement	8- 72
Specific Vocational Preparation- Prior Training, Education, or Experience Requirements	0 - 54
Spectific Vocational Preparation On-the -job Experience Requirement	0 - 54

Below are detailed descriptions and weightings for three of the factors listed in the sample. Similar descriptions exist for each of the other factors. These three are typical and help illustrate how job evaluation plans work.

JOB CONDITIONS: The surroundings or physical conditions under which the job must be preformed and over which the employee has no control. Includes occupational hazards. Disagreeable elements include: Noise, Dirt, Fumes, Heat, Cold, Dampness.

Points:	Description
(0)	0. Good conditions with no disagreeable elements or factors.
(8)	1. Good conditions with minor features which occasionally cause discomfort through poor ventilation, poor lighting, or uneven tempetures.

RETIRED CURRICULUM

Points	Description
(16)	2. Periodic disagreeable working conditions. Occasional exposure to disagreeable or irritating elements. Possible exposure to accident hazards involving lost time.
(24)	3. Frequent disagreeable working conditions, or exposure to disagreeable elements or factors. Exposure to lost time accidents or infrequent exposure to more serious accidents such as fractures, severe burns, or some minor permanent physical disability, i.e., loss of finger, impairment of hearing, exposure to communicable diseases causing lost time and minor permanent damage.
(32)	4. Extremely disagreeable working conditions causing excessive discomfort to the workers. Exposure to accident hazards involving major permanent disability such as loss of limb, sight, ect. or loss of life. Exposure to serious communicable diseases causing excessive discomfort with possibility of loss of life.
(40)	5. Continuous exposure to hazards involving a high possibility of loss of life.

Contact With Others: Contact with fellow employees, the public, and officals of other governmental and private organizations. Measured by the nature and purpose of contacts, their frequency and the difficulties encountered. Consideration is given to the importance and consequences related to giving and securing information explaining policies and persuading others to action. Excludes supervisor-subordinate contacts.

Points	Description
(12)	1. Very little contact with public or personnel of other departments. Relationships with members of employee's own office limited to giving basic factual information.
(28)	2. Contact with public or personnel of other departments giving and receiving basic information. Cooperate with members of own office on work requiring coordination.
(44)	3. Contact with the public, officials, department heads, and with personnel of other departments; tact, alertness to situations; ability to present rules, regulations, and procedural information. May include routine contracts with emotionally disturbed persons. Problems referred to supervisory personnel.
(60)	4. Same as No. 3.except that contracts also require the ability to work with emotionally disturbed persons; the ability to explain the application of rules and regulations.

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Points	Discription
(76)	5. Contact as above; may require insight into theory of of human behavior and its application; ability to present justifications of idea; may aid in social adjustment of individuals. Requires the ability to explain need of a procedure or program or to explain interpretation of rules and regulations. Handles problem cases after the failure of others, including ability to secure information from recalcitrnat or emotionally disturbed individuals in controversial or difficult situations.
(92)	6. Contact with officials of public agencies to explain or amplify the program of a department; ability to present ideas and alertness to situations to gain acceptance of program requirements or concepts.
(108)	7. Contract with administration officials and community leaders on policies which are controversial or on important changes of a departmental policy or procedure affecting general City policy.

Independence of Action: The use of initative as measured by the extent to which controls are imposed on the position by references such as supervision regulations, precedents, procedural manuals, and advise of others in relation to their clarity, diversity, and relevance to the work.

Points	Discription
(12)	1. Desired results are specified in detail. Routine and regularly assigned work is preformed in planned sequence after preliminary instruction. Work may be routine that supervision is seldom necessary. Advise and assistance from supervisor is readily available. Detailed instructions are provided for new procedures or changes in existing procedures.
(25)	2. Regular assignments of limited variety are made without instructions and preformed according to established procedures. Supervisor controls flow of day-to-day work and provides and explains new instructions or changes in exsisting instructions. Assistance is readily available for solution of problems not covered by reference material. Work reviewed upon completion.
(38)	3. Variety of regular assignments following standard procedures are preformed without instructions. Employee is regulary responsible for scheduling and completing own work. Work generally reviewed only as problems occur. requires occasional choices in the application of a variety of standard methods or procedures to specific circumstances.

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Points	Discription
(51)	4. Variety of regular assignments following procedures are preformed without instructions. Requires frequent choices in application of a variety of standard methods or procedures to specific circumstances. Work problems are solved through conference with supervisor or solved by employee in absence of supervisor subject to later review.
(65)	5. Work preformed with assignments made giving general objective and requiring discretion in determing or developing methods and procedures to achieve objective.
(79)	6. Work preformed according to general direction of assignments requiring the ability to proceed independently in defining and achieving the objectives.
(93)	7. Acts independently with responsibility for a field of work where direction consists of assignment of the responsibility to attain program or project objectives according to poilcy guidelines.
(108)	8. Work preformed requires independent action in an executive capacity for definition of program and policy formulation and recommendations.

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IMPASSES

Q: WHAT ARE THE MAJOR REASONS FOR A BREAKDOWN IN NEGOTIATIONS?

A: A major reason is the inexperience of the parties who lack the patience and practical know-how to keep the negotiations on a constructive path. Premature final offers, lack of preparation, personality conflicts, and other problems all contribute to a breakdown, with neither party willing to make any move on the remaining issues.

Q: HOW ARE IMPASSES IN PUBLIC SECTOR COLLECTIVE BARGAINING RESOLVED?

A: Mediation, fact-finding, and interest arbitration are the most common procedures used to resolve an impasse. Public sector labor laws provide for procedures to help resolve impasses and get the parties back to the bargaining table.

Q: WHAT IS MEDIATION?

A: Mediation is a method of resolving an impasse in collective bargaining. A neutral third party, usually appointed by the state administrative agency for public sector collective bargaining, is brought in to re-establish communication between the parties and encourage them to settle the dispute by themselves. A mediator does not hold formal hearings, keep transcripts, or render an opinion about the issues in dispute. Although the amount of intervention is minimal, mediation has been the most effective way to resolve public sector labor disputes.

Q: WHAT IS FACT-FINDING?

A: Fact-finding is a method used to resolve an impasse in collective bargaining negotiations. A neutral third party, called a fact-finder, is appointed by the state administrative agency or mutually selected by the parties. The fact-finder holds formal hearings, takes evidence, and renders an opinion to the parties in dispute. The fact-finder's opinion contains recommendations to the parties on what the settlement ought to be, but these recommendations are not binding on the parties. The fact-finder's report, including the recommendations, us usually made public after the parties have seen it. The purpose of fact-finding is to help labor and management see the facts in a more objective light and to bring pressure on the parties to settle voluntarily.

Q: WHAT IS INTEREST ARBITRATION?

A: Interest arbitration is similar to fact-finding, another impasse procedure, in its formality. A neutral third party,

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REGIONAL FIREFIGHTER APPLICATION
Northern Nevada

1) Complete the information below. 2) ✓Check ALL agencies you would like to apply to for Firefighter (you may apply for 1, 2 or all 3 agencies). You only have to complete one application and participate once in each testing phase no matter how many agencies you check.

CITY OF RENO ⌂ CITY OF SPARKS ⌂ TRUCKEE MEADOWS FIRE PROTECTION DISTRICT ⌂

3) Return this application to ONE of the agencies listed below by 4/28/95. No faxes or postmarks will be accepted.

City of Reno Civil Service Commission
490 S. Center St./P.O. Box 1900
Reno, 89505 (702)334-2287

City of Sparks Human Resources
431 Prater Way
Sparks, 89431 (702)353-2444

TMFPD, %Washoe County Personnel
1001 E. Ninth St./P.O. Box 11130,
Reno, 89520 (702)328-2091

Social Security Number _____ Driver's License # _____ State ____ Class ____

NAME: _____
Last Name First Name Middle Initial

Mailing Address: _____ City _____ State _____ Zip Code _____

( ) _____ ( ) _____
Home Phone Number Work/Message Phone Number

Are you or will you be 18 by the first testing date? No ___ Yes ___

Did you graduate from high school or have you passed a G.E.D. Test? No ___ Yes ___

Have you ever been convicted of a felony? No ___ Yes ___ If yes, give date(s) and explain nature on the back of this form. Conviction of a crime is not an automatic bar to employment. The employer will consider the nature of the offense, the date and the relationship between the offense and the position.

-Proof of employment eligibility will be required prior to employment.
-You may attach a DD-214 form. Reno and Truckee Meadows give veterans preference.
*Do not attach any other information to this application. You may submit information at agency interview.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING AND DATING THIS APPLICATION FORM.

CERTIFICATE OF APPLICANT: I hereby certify that all statements made in this application are true, and I understand that any false statement of material facts herein may cause forfeiture on my part of all rights to any employment with the City of Reno, the City of Sparks or Truckee Meadows Fire Protection District (TMFPD). I authorize the City of Reno, the City of Sparks or TMFPD to obtain information relating to my previous employment, education, criminal or personal history records and, in the case of a bonafide occupational requirement, medical records. I agree to release the City of Reno, the City of Sparks and TMFPD, its agents and employees from liability for the obtaining and use of information obtained from these sources or developed as a result of contacting these sources. I hereby release all employers, schools, or persons from all liability in responding to inquiries in connection with my application. I understand that any misrepresentation, falsification, or material omission of information may result in my failure to receive an offer or, if I have been hired, in my dismissal from employment regardless of length of employment. I understand that neither this document nor any offer of employment from the City of Reno, the City of Sparks or TMFPD constitutes an employment contract unless a specific document to that effect is executed by the City of Reno, the City of Sparks or TMFPD and the employee in writing. I further understand that, to be considered for employment with the City of Reno, the City of Sparks or TMFPD, I must submit to a controlled substance screening. I hereby consent to such testing and authorize the disclosure of the result thereof to the City of Reno, the City of Sparks or TMFPD.

_____ _____
Signature of Applicant Date

APPLICANT TRACKING FORM

To further our commitment to Equal Employment Opportunity, we request your cooperation in voluntarily providing the following information which is essential to the success of our program. The information WILL BE DETACHED from the application and used for Human Resources research and statistical purposes only. Federal and state laws prohibit discrimination in employment on the basis of race, color, religion, sex, national origin, age or disability.

___ White: (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.
___ Black: (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.
___ Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or origin, regardless of race.
___ Asian/Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands (for example, China, India, Japan, Korea, the Philippine Islands, and Samoa).
___ American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Birthdate: ___/___/___
Sex: ___ Female ___ Male Disability: ___ No ___ Yes

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REGIONAL FIREFIGH ER RECRUITMENT

The Cities of Reno and Sparks, and the Truckee Meadows Fire Protection District present a joint recruitment for the position of Firefighter. There will be one application process and one testing process that will result in establishing eligibility lists for each agency. Once an individual is hired at one of the agencies, he or she will be removed from the other agencies' eligibility list and will no longer be eligible to interview for any of the other regional agencies during the remainder of this process. It will be the applicant's responsibility to keep each agency informed of any changes in address or phone number.

THE POSITION: Firefighters respond to fires, emergency rescues, emergency medical alarms, public service calls and hazardous material incidents; assist in conducting salvage and overhaul operations including removing fire debris, water removal and property conservation; assist with repair of fire equipment and apparatus; participate in training drills and physical training to maintain physical fitness necessary to perform the job; and clean the interior and exterior of fire station.

APPLICATION FILING PERIOD: April 10 - 28, 1995. An application packet may be obtained at any one of the agencies listed below. A completed application must be received by one of the agencies before close of business on 4/28/95. NO FAXES OR POSTMARKS WILL BE ACCEPTED.

REQUIREMENTS: Must be 18 years of age by the first testing date.
Valid Driver's License. Proof of age AND picture identification will be required at the exam.
Graduation from high school or the equivalent.
Must be eligible to be employed in the USA. Proof of employment eligibility will be required prior to employment.

CITY OF RENO

The City of Reno consists of 55.6 square miles. The Reno Fire Department employs 184 employees, including clerical staff. RFD serves a population of 150,000.

Salary: $28,375 - $38,514, plus benefit package.

Reno Civil Service Commission, 490 S. Center St.,
PO Box 1900, Reno, NV, 89505, (702) 334-2223

CITY OF SPARKS

The City of Sparks covers over 19 square miles. The Sparks Fire Dept. employs 75 employees including clerical personnel and provides services to a population of 55,643.

Salary: $28,933 - $34,420 plus benefit package.

City of Sparks Human Resources, 431 Prater Way,
Sparks, NV, 89431, (702)353-2444

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

TMFPD encompasses 500 square miles and employs a total staff of 95, including clerical personnel. The District provides services for most of the unincorporated areas of Washoe County.

Salary: $29,818 - $35,002, plus benefit package.

TMFPD % Washoe County Personnel, 1001 E. Ninth St,
PO Box 11130, Reno, NV 89520, (702) 328-2091

WITHDRAWN
DO NOT USE

NORTHERN NEVADA
REGIONAL FIREFIGHTER RECRUITMENT
CALENDAR OF UPCOMING EVENTS

-**April 10 - 28, 1995 - Application period:** Application packets may be obtained at any one of the agencies. An application must be received by one of the agencies by the close of business on 4/28/95.

-**April 17, 1995 - Recruitment Center/Career Fair:** This will be the first of 2 events. This event will be on Monday, April 17th from 5p.m. - 8p.m. at Sparks City Hall, Employee Lounge (Lower Level), 431 Prater Way, Sparks. Information covered will include exam preparation, physical requirements, the civil service testing process, career ladders, benefits and application tips and career preparation. Reno, Sparks and TMFPD Firefighters will be on hand.

-**April 22, 1995 - Recruitment Center/Career Fair:** The second center will be on Saturday, April 22, 1995, from 9a.m. - 1p.m. at Pine Middle School, 4800 Neil Rd., Reno. The Recruitment Center/Career Fair will follow the same format as the April 17th Center.

-**Pre-Examination Study Sessions:** These are optional sessions. Each session is held from 4 - 7 p.m.
Monday, May 1 - Washoe County Personnel, 1001 E. Ninth St., Reno.
Monday, May 8 - McKinley Park School, 925 Riverside Dr., Rm. W7, Reno.
Thursday, May 11 - Sparks City Hall, Lower Level, 431 Prater Way, Sparks.
Each session covers the same material. Admittance will be on a first come, first serve basis. Topics discussed will include examination tips, study hints and suggested readings to prepare for the written examination. Candidates should bring the Firefighter Study Guide provided in the application packet. A brief physical agility orientation video will also be presented.

-**May 15 - 20, 1995 - Written Testing/Interpersonal Video Assessment:** Qualified candidates will be given a admission card at the time of submittal of application. The admission card will state the exact date, time and location of the testing. The candidate will not be able to choose a day or time and may not exchange his/her card with any other candidate. Admission card must be brought to the test site.

-**June 12 - 17, 1994 - Physical Agilities Examination:** The top candidates who pass the written and interpersonal video assessment examinations will be notified of the exact date, time and location of the examination.

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REGIONAL FIREFIGHTER RECRUITMENT
NORTHERN NEVADA

FIREFIGHTER
APPLICATION AND TESTING PROCESS
INFORMATION BOOK

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GENERAL OVERVIEW:

Thank you for your interest in a Firefighting career in Northern Nevada. The Cities of Reno, Sparks and the Truckee Meadows Fire Protection District have joined efforts to provide an efficient and convenient selection process for Firefighter. All three agencies are progressive and offer the very best in fire safety services.

A career in the fire service is one of the most exciting the area has to offer. Firefighting is a challenging and rewarding career. Athletic people who enjoy helping others and serving the community should explore the Firefighting profession. Among the benefits, Firefighting is a career that encourages on the job physical conditioning. In addition to the salary and benefit package, the traditional Firefighter's work schedule allows time to pursue other interests.

This handbook is designed to explain the regional application process and testing procedures. It will help you prepare for our selection process. We wish you success in your career venture.

Equal Opportunity/Affirmative Action Employers

City of Reno
Civil Service Commission
490 S Center St.
Reno, NV 89505
(702)334-2223

City of Sparks
Human Resources
431 Prater Way
Sparks NV 89431
(702)353-2444

TMFPD
%Washoe County Personnel
1001 E Ninth St
Reno NV 89512
(702)328-2091

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FIREFIGHTER EXAMINATION PROCESS

(The following outline is given as an example. The actual order of the various elements of the examination process is subject to change.)

- Application Filing Period
- Pre-examination Study Sessions
- Written Testing/Interpersonal Abilities Testing
- Notification for Physical Agility Testing
- Physical Agility Testing
- Establishment of Each Agency's Eligibility Lists

Vacancy Occurs

- Interview at Fire Department and Background Check
- Offer of Employment Contingent on Passage of Medical Requirements
- Medical Examinations and Jurisdictional Requirements

APPLICATION FILING PROCESS

- All candidates must fill out a regional application. Please print in ink or type the application. The information you provide will be reviewed in Human Resources/Personnel and entered into a computer applicant tracking system.

- Be sure to fill out the application completely. Incomplete applications may result in disqualification from the process. A resume may not be submitted with the application, however, if you are invited to a final selection interview with a hiring department, you may wish to bring a resume at that time.

- Your application must be physically in the Human Resources/Personnel office by the date and time stated on the job announcement or it will not be considered.

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SUGGESTED WRITTEN EXAM PREPARATION MATERIAL

- The following books are optional aids that may be helpful in preparing for the written examination. Reading these books will not assure a higher score on the written examination, but will expose the reader to the type of questions which may appear on the written examination. The books are available at local libraries and bookstores.

TITLE	AUTHOR
ARCO's Firefighter	Robert Andriuolo
The Complete Firefighter's Exam Preparation Book	Norman Hall
BARRON's How to Prepare for the Firefighter Examinations	James J. Murtagh

WRITTEN TESTING

- The test usually lasts 2-3 hours and is designed to measure the skills and abilities needed to be a Firefighter. The test is designed to assess your ability to:

  -read and write
  -reason logically
  -solve simple math problems
  -orient yourself
  -locate and remember facts and details
  -understand illustrated material (charts, maps, diagrams)

- Remember, if you do not attend or do not pass the written examination, you will be unable to continue in the hiring process.

INTERPERSONAL ABILITIES TEST

- A series of scenarios will be presented in a video format to which you will choose your best response from the choices provided.

- The interpersonal abilities test will take no more than one hour.

- The combined written and interpersonal abilities test scores are 100% of your final score.

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PHYSICAL AGILITY TEST

- At the time of the pre-examination study sessions, a video will be presented giving information on the physical agility test.
- Candidates with the highest scores from the written and interpersonal abilities tests will be invited to participate in the physical agility test.
- In order to prepare for the physical agility examination, you should start conditioning early. Begin an exercise routine now if you do not work out regularly. It is suggested that you engage in some physical training such as aerobics, running or weight lifting. The physical agility test is strenuous. If you have had a recent illness, surgery, or are under medication, consult your doctor before you attempt any physical training or the test.
- A Handout entitled "Basic Exercises to Prepare for the Physical Agility Test" is included in the application packet.
- The test is designed to measure the physical skills necessary to successfully perform the duties of firefighter. It is designed to test strength, agility and endurance associated with the physical demands that Firefighters must possess in the course of work. The course will include:

  -Stair Climb
  -Hose Hoist
  -4 Foot Fence Climb
  -Advance Hose Line
  -Jump Crawl and Drag
  -Remove and Replace 14'
  -Roof Ladder

- You will find a more detailed explanation of the physical agility course in the application packet.
- You will be notified of the exact date and time of the examination.
- The physical agility test is scored on a pass/fail basis.

THE ELIGIBILITY LIST AND HIRING

- After successfully completing the written, interpersonal abilities and the physical agility testing, you will be ranked on each agency's eligibility list according to the scores you achieved on the written and interpersonal abilities tests.
- The eligibility list for each agency will be certified according to each agency's rules and regulations.
- **Remember** - If you have any change in your phone number or address, it is your responsibility to call each agency immediately to correct your application. If a position becomes available, you will be contacted by phone for an interview. If you are unreachable you will not be considered for that vacancy.

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PRE-TEST INFORMATION BOOKLET
TO PREPARE FOR
THE WRITTEN EXAMINATION FOR
FIRE FIGHTER

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Includes:

- Information About
  - General Tips on Test Taking
  - Specific Information on the Fire Service Test
- Sample Questions Representing the Type of Questions
- Scoring Key

General Test Taking "Tips":

We have all taken written tests in one form or another-true/false questions, multiple choice questions, essay tests, "fill in the blanks" or other forms of written tests.

However, many people may tend to "freeze" on written tests, and, as a result, not do as well as they could on the test. The following are suggestions to help you take the written test for Fire Fighter.

- Be rested. Try to get a good night's rest before taking the test. If you are studying for the test, attempt to "pace" your hours of studying.
- Arrive early so you will have sufficient time to find the examination room and choose a seat.
- Eat appropriately. It is hard to concentrate on any activity if you're hungry or too full. A high protein snack or meal will maintain your energy level over a period of time.
- Read the question carefully. Be sure you understand what the question is asking. However, do not over analyze the question or you may tend to read more in the question than is really there. The items on the test are not intended to be "trick questions.
- Be careful if you erase. Be sure your marks are completely erased. If not, that question may be marked as an incorrect answer.
- Remember, there is a strong possibility that your first response to a question is the correct one. Many times a correct answer is erased because the person over analyzes the question.
- PACE yourself in taking the test. Unless the test you are taking is "timed", you will have plenty of time to complete the test. Do not spend too much time on any one questions. If a question is difficult, mark the answer which you think is correct. When you finish the test, and if you still have time, you can go back to study the questions about which you are uncertain.

Purpose of the Test:

The Fire Service Entrance Test is designed to measure your capacity to learn or acquire the knowledge and skill that fire fighters need on their job.

Extensive research conducted in hundreds of Fire Departments has shown that there are a number of basic abilities needed to acquire Fire Service skill and knowledge. This test is designed to measure six of them.

1. The ability to read and write
2. The ability to reason logically
3. The ability to solve simple arithmetic problems
4. The ability to orient yourself
5. The ability to locate and remember facts and details
6. The ability to understand illustrated materials such as charts, maps and diagrams.

Note: This examination does not test fire service knowledge or skill. It does test your capacity to acquire such knowledge and skill.

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What is in the Test:

This test contains 100 multiple choice questions designed to measure the 6 abilities mentioned above. The objective of each question is to think in the same way as fire fighters have to think when they encounter similar situations on the job. You will have 2½ hours to complete the test.

Taking the Test:

When you take the test, you will find that some questions are harder than others, but you should try to answer every question. If you are not sure of the correct answer, make the best guess you can and go on to the next question. Your score on the test will be based on the number of correct answers. You will NOT be penalized for wrong answers or for guessing incorrectly. Therefore, it is to your advantage to answer every question.

Instructions:

Each part of this test is preceded by its own instructions. The instructions are in a boxed section before the questions. Be sure you read the instructions carefully before beginning to read the questions.

Taking the Practice Test:

The practice test is comprised of sample questions. Mark the answer you feel is correct, then check it with the correct answer (scoring key) listed on page 13 of this booklet. This will give you an opportunity to assess the question and determine why the correct answer is right.

Vocabulary:

This test does not contain questions that directly test your vocabulary. However, there are certain words in the test that you will need to understand to do well. A list of those words are listed below. It would help you to look these words, or any other words in the test with which you are not familiar, up in the dictionary. As a study aid, you might want to write the definition by the word.

Absorption
Accelerate
Acrylonitrile
Advantageous
Apathy
Butadiene
Centigrade
Cite
Combustible
Diameter
Ethylene
Extinquishment
Flash point
Formaldehyde
Habitually
Horizontal
Hose Tender
Hypothetical
Illustrate
Municipal
Non-conductive
Orient
Oxidizer
Propylene
Reactivity
Severity
Styrene
Tensile
Toxicity

The Practice Test begins on the next page.

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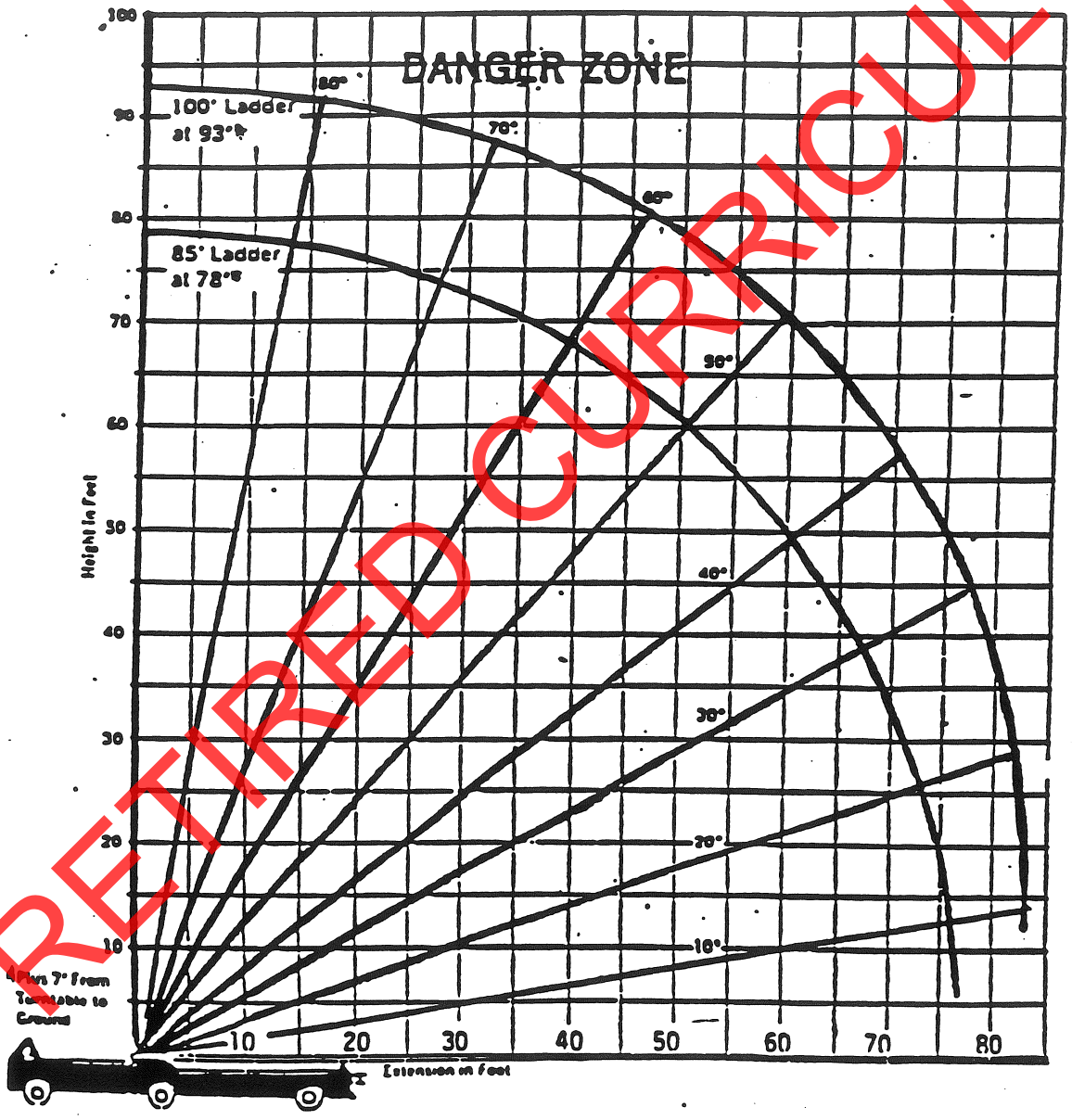
QUESTIONS 1 THROUGH 15 ARE DESIGNED TO ASSESS YOUR ABILITY TO UNDERSTAND ILLUSTRATED MATERIALS, SUCH AS FOUND IN THE CHARTS, DIAGRAMS AND DRAWINGS THAT FIRE FIGHTERS ENCOUNTER ON THEIR JOB.

SEVERAL DIAGRAMS AND CHARTS ARE PRESENTED IN THIS SECTION. EACH DIAGRAM OR CHART IS FOLLOWED BY ONE OR MORE QUESTIONS. YOU WILL NEED TO USE THE INFORMATION IN THE DIAGRAM OR CHART TO CORRECTLY ANSWER THE QUESTION(S).

DIAGRAM #1



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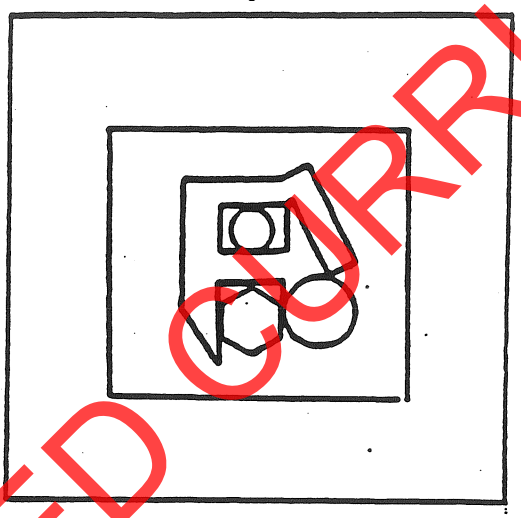
(1) According to the diagram on page 3, what is the highest point from the ground that a 100 foot ladder can be raised to, at a 30 degree angle?

(a) 76 feet
(b) 64 feet
(c) 52 feet
(d) 45 feet

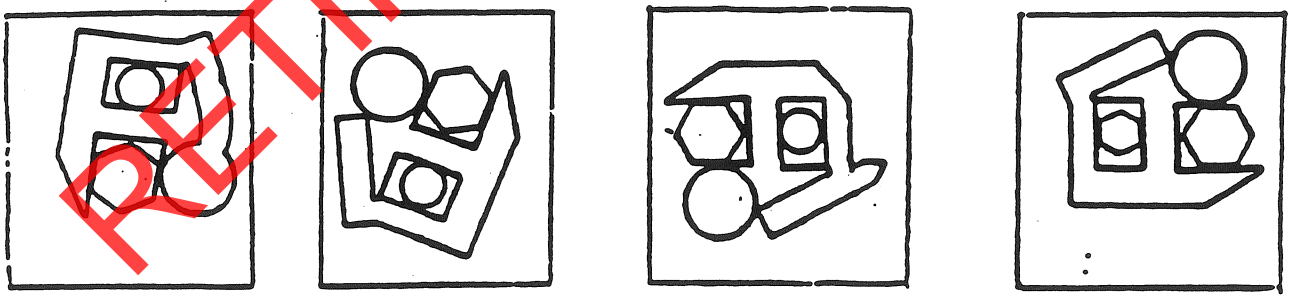
(2) According to the diagram on page 3, what is the highest point from the ground that an 85 foot ladder can be raised to, at a 70 degree angle?

(a) 80 feet
(b) 65 feet
(c) 60 feet
(d) 55 feet

Diagram #2



(3) The drawing above is a diagram of a school recreation area. Which of the four diagrams below is the same drawing?



A B C D

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QUESTIONS (4) AND (5) ARE DESIGNED TO TEST YOUR ABILITY TO DISCRIMINATE BETWEEN A SERIES OF ADDRESSES AS THEY MAY APPEAR ON FIRE DISPATCH REPORTS OR PRE-FIRE INSPECTION SHEETS.

EACH QUESTION PRESENTS 4 SETS OF 2 ADDRESSES. YOU ARE TO STUDY THE SETS AND IDENTIFY THE SET IN WHICH THE ADDRESSES ARE IDENTICAL.

(4) (a) E. 12411 Portland Ave. - W. 12411 Portland Ave.
(b) 1006 Court Street N.E. - 1060 Court Street N.E.
(c) 15226 Goldwing Plaza - 15226 Goldwing Plaza
(d) 1510 Newberg Street - 1510 Newberg Drive

(5) (a) 8747 Alabaster Court - 8747 Alabaster Court
(b) 250 Wright Avenue - 750 Wright Avenue
(c) 14 Northwest Blvd. - 14 Southwest Blvd.
(d) 6747 McDaniel St. - 6747 McDougal St.

THE FOLLOWING 2 QUESTIONS HAVE BEEN DESIGNED TO TEST YOUR ABILITY TO IDENTIFY SIMILARITIES AND DIFFERENCES WHEN COMPARING NAMES AND/OR NUMBERS.

THREE CHARTS ARE PRESENTED, EACH FOLLOWED BY A SERIES OF QUESTIONS. USE THE INFORMATION IN THE CHART TO ANSWER THE QUESTIONS.

Unit of Equipment	#	ID Number	Date of Purchase	Company Assigned to	Company Address	Date of Last Inspection	Inspector
Pumper	11	099634	10/2/69	001	6337 Crocker Dr.	10/6/76	Brown, C.E.
Firetruck	13	095634	11/6/69	012	2804 F Street	4/18/75	Brown, C.E.
Pumper	14	047631	12/1/65	041	5241 Grant Ave.	4/28/77	Smith, E.C.
Hosetender	14	096348	12/7/68	002	9421 Erwin Dr.	6/30/78	Jones, R.L.
Firetruck	12	069936	9/5/73	012	2804 F Street	6/30/78	Smith, C.E.
Firetruck	21	096634	8/6/79	001	6337 Crocker Dr.	1/5/79	Brown, C.E.
Pumper	17	054369	3/31/67	008	695 Plaza Ave.	12/10/76	Brown, J.R.
Firetruck	22	065454	5/10/66	041	5241 Grant Ave.	12/11/76	Smith, E.C.
Pumper	16	076934	2/2/72	021	2509 Cortis Way	8/25/78	Brown, J.R.
Hostender	12	035496	3/6/74	039	6317 Shiloh Way	8/15/78	Smith, E.C.
Firetruck	11	094936	7/12/71	006	2815 E Street	2/10/78	Jones, R.L.

(6) Which of the following pieces of equipment has been with the fire district the longest time?

(a) Firetruck 21 or (096634)
(b) Firetruck 22 or (065454)
(c) Firetruck 13 or (095634)
(d) Pumper 11 or (099634)

(7) Who inspected equipment number 099634?

(a) J.R. Brown
(b) E.C. Smith
(c) C.E. Brown
(d) R.L. Jones

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THE FOLLOWING TWO (2) QUESTIONS ARE DESIGNED TO TEST YOUR ABILITY TO REASON LOGICALLY. EACH QUESTION IS PRECEDED BY A FIRE SERVICE SITUATION WHICH YOU MAY ENCOUNTER ON THE JOB. YOU ARE TO READ EACH SITUATION THOROUGHLY AND THEN ANSWER THE QUESTIONS WHICH FOLLOW IT. EACH SITUATION IS ENCLOSED IN A BOX WHICH PRECEDES THE QUESTIONS.

Use the information in the box below to answer questions 8 and 9.

There are five (5) fire fighters in your station: Johnson, Solor, Lake, Trapper, and Morris. When tested for physical ability, Johnson scored higher than Morris; Trapper scored higher than Solor; Lake scored higher than Morris; Trapper scored higher than Johnson; and Solor scored higher than Lake.

(8) All of the fire fighters in your station are at the scene of a burning building. In order to rescue an injured person from the building, the most physically able fire fighter is sent in. Which fire fighter was sent?

(a) Johnson
(b) Trapper
(c) Morris
(d) Lake

(9) The Captain of your station has stated that the person scoring lowest on the physical ability test will have to enroll in a physical conditioning program. Which fire fighter will have to enroll in the program?

(a) Solor
(b) Morris
(c) Johnson
(d) Trapper

RETIRED CURRICULUM

QUESTION 10 TESTS YOUR ABILITY TO EXPRESS INCIDENTS IN A CLEAR AND EFFECTIVE MANNER. READ THE PARAGRAPH PRECEDING THE QUESTION. A PORTION OF THIS PARAGRAPH IS UNDERLINED. YOU ARE TO DECIDE IF THE UNDERLINED PART IS CLEARLY AND EFFECTIVELY WRITTEN. THERE ARE FOUR POSSIBLE CORRECTIONS FOR EACH UNDERLINED SEGMENT. THERE IS ALSO AN OPTION WHICH SAYS, "NO ERROR". IF YOU THINK THE UNDERLINED PART IS "UNCLEAR" OR "INEFFECTIVELY" WRITTEN, CHOOSE THE BEST ALTERNATIVE FROM CHOICES A, B, C, OR D. IF YOU FEEL THAT THE UNDERLINED PORTION IS "CLEAR" AND "EFFECTIVE", CHOOSE ANSWER "E" - NO ERROR.

(10) The fire in the garment factory may have been arson. We found two empty gasoline containers in the garbage can next door.

(a) We found empty gasoline containers, two of them, in the next door garbage can.

(b) Two we found next door, that is empty gasoline containers.

(c) We found, in the garbage can, two gasoline containers that were empty next door.

(d) Next door, in the garbage can two gasoline containers empty we found.

(e) No error.

THE FOLLOWING TWO (2) QUESTIONS ARE DESIGNED TO TEST YOUR ABILITY TO WRITE GRAMMATICALLY CORRECT SENTENCES.

FOR QUESTIONS 11, CHOOSE THE ONE ALTERNATIVE THAT CORRECTLY COMPLETES THE SENTENCE.

FOR QUESTION 12, CHOOSE THE ONE ALTERNATIVE THAT CORRECTLY FILLS IN THE BLANK SPACE OR SPACES.

(11) Department First Aid Courses:

(a) are held on the second Monday of the Month.
(b) are held on the second monday of the month.
(c) are held on the Second Monday of the month.
(d) are held on the second Monday of the month.

(12) The (_____) mother (_____) found about two hundred yards from where the car overturned.

(a) childs, were
(b) childs', was
(c) child's, was
(d) childs', were

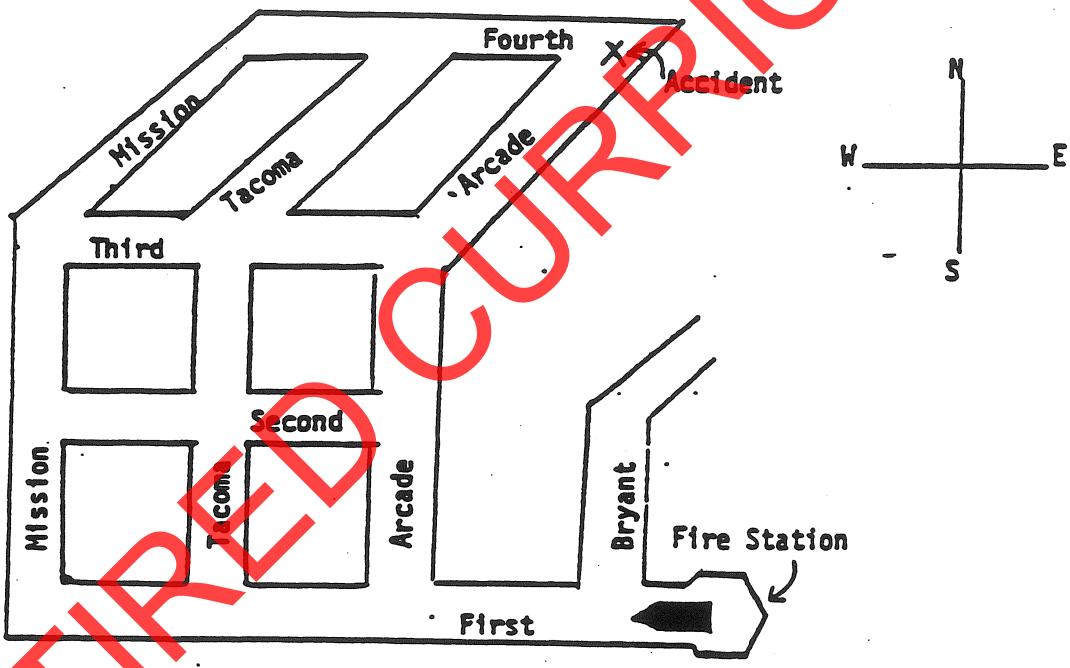
RETIRED CURRICULUM

THE NEXT QUESTION IS DESIGNED TO TEST YOUR SENSE OF DIRECTION OR THE ABILITY TO ORIENT YOURSELF.

THREE TYPES OF QUESTIONS ARE USED IN THIS SECTION. THE FIRST TYPE IS BASED UPON STREET MAPS. THE SECOND TYPE ASKS YOU TO DETERMINE DIRECTIONS BASED ON DRAWINGS OF BUILDINGS. THE LAST TYPE REQUIRES YOU TO FIGURE OUT DIRECTIONS FROM A VERBAL DESCRIPTION.

ONE AREA MAP IS PRESENTED FIRST. THE MAP IS FOLLOWED BY THREE QUESTIONS THAT ASK YOU TO IDENTIFY THE SHORTEST AND SAFEST ROUTE FROM ONE LOCATION ON THE MAP TO ANOTHER.

THE STARTING POINT ON EACH MAP IS THE BLACK VEHICLE.



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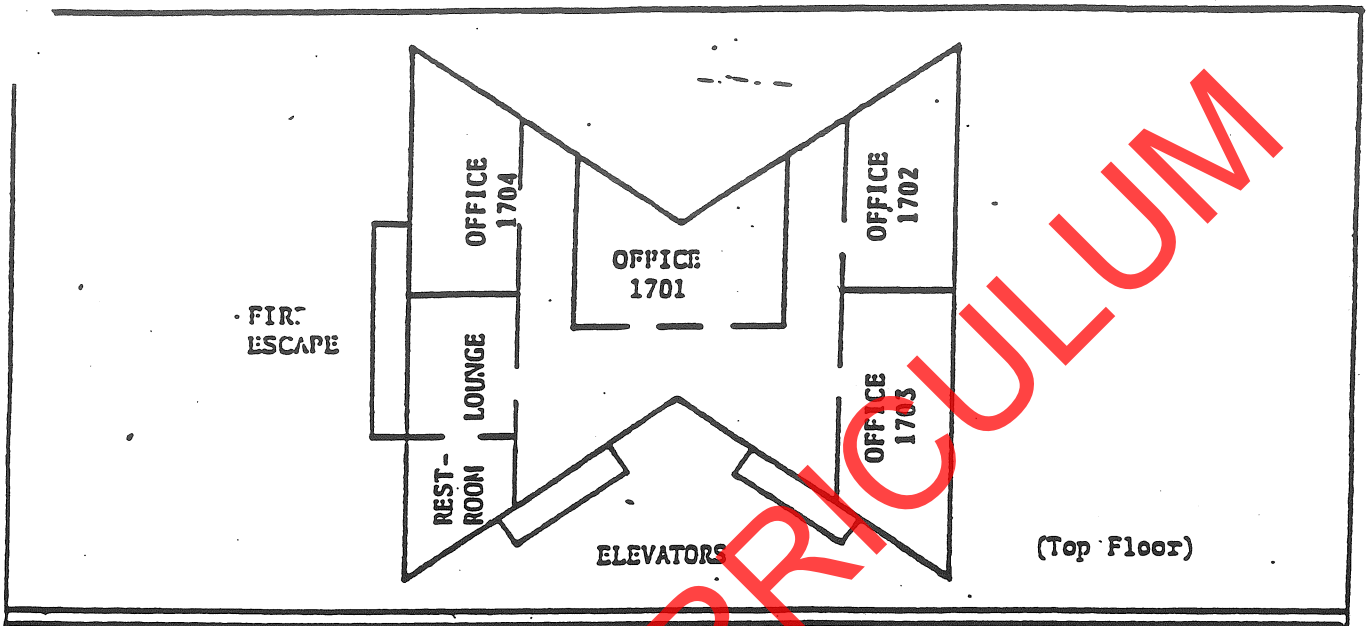
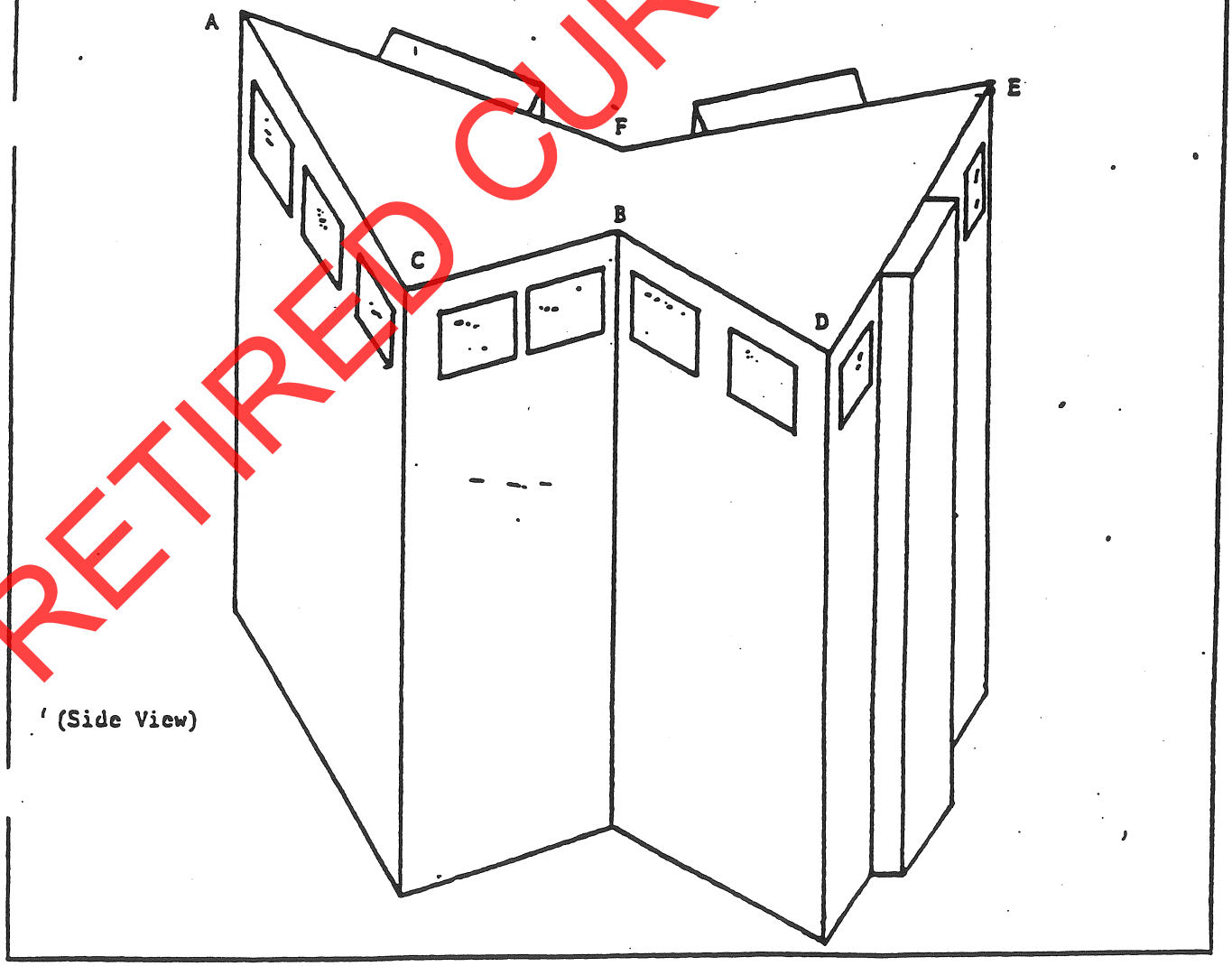
(13) From your present location at the Fire Station, you are dispatched to a traffic accident at the intersection of Arcade and Fourth. Which of the following is the shortest and safest route to the accident?

(a) West on First, North on Tacoma, East on Fourth to the accident
(b) West on First, North on Arcade to the accident
(c) West on First, North on Mission, East on Fourth to the accident
(d) West on First, North on Bryant to the accident





RETIRED CURRICULUM

(14) In the picture and diagram on page 9, if side A/F is on the East side, then on what side is office 1701?

(a) North
(b) South
(c) East
(d) West

(15) In the picture and diagram on page 9, if office 1701 is on the North side, then on what side is the fire escape?

(a) East
(b) West
(c) North
(d) South

(16) If a team of fire fighters is walking East in a building and they make two consecutive right turns, in what general direction will they now be traveling?

(a) North
(b) South
(c) East
(d) West

(17) A firetruck is traveling Southwest. Suddenly, the driver makes a "U" turn and heads back the opposite way. Now the firetruck is traveling:

(a) Southeast
(b) Southwest
(c) Northeast
(d) Northwest

QUESTIONS 18 THROUGH 20 ARE DESIGNED TO TEST YOUR ABILITY TO ADD, SUBTRACT, MULTIPLY, AND DIVIDE NUMBERS. EACH QUESTION PRESENTS A FIRE SITUATION WHERE SUCH ABILITIES ARE NECESSARY.

DO NOT WRITE IN THIS TEST BOOKLET. IF YOU NEED TO WORK OUT THE ANSWERS TO ANY OF THE QUESTIONS IN THIS SECTION, USE THE SCRATCH PAPER WITH WHICH YOU WERE PROVIDED.

(18) A Pumper has a capacity of 1600 gallons of water. If it releases that water at a rate of 40 gallons a minute, then how many minutes will it take the pumper to discharge all of its water?

(a) 23
(b) 32
(c) 40
(d) 80

RETIRED CURRICULUM

(19) The Jenning's farm is 17 miles south of the gas station, the gas station is 3 miles south of town, and the town is 1 mile north of the fire station. How far is it from the fire station to the Jenning's farm?

(a) 5
(b) 7
(c) 19
(d) 11

(20) The proper handling procedure for "life net" requires one fire fighter for every 6 feet of "net" circumference. If a "life net" is 36 feet in circumference, then what is the minimum number of people needed to properly support it?

(a) 5
(b) 6
(c) 7
(d) 15

QUESTIONS 21 THROUGH 22 ARE DESIGNED TO TEST YOUR ABILITY TO READ AND COMPREHEND THE WRITTEN MATERIAL WHICH FIRE FIGHTERS ACTUALLY ENCOUNTER ON THE JOB.

BELOW, YOU WILL FIND A PASSAGE. THIS PASSAGE IS FOLLOWED BY TWO QUESTIONS. YOU ARE TO READ THE PASSAGE CAREFULLY AND THEN ANSWER THE QUESTIONS.

THE QUESTIONS PERTAIN ONLY TO MATERIAL IN THIS PASSAGE. THEREFORE, YOU ARE TO CHOOSE YOUR ANSWER SOLELY ON THE BASIS OF THE MATERIAL CONTAINED IN THE PASSAGE.

This passage should be used to answer questions 21 and 22.

An aerial ladder is a mechanically operated unit or device which is mounted upon a special truck chassis for fire fighting purposes. The aerial ladder unit with its power circuit drive mechanism, instruments, and controls is to aerial apparatus as the firepump is to the pumper. Present specifications, as set forth in the NFPA Standard 19, for aerial ladder fire apparatus provide that the ladder shall be made of metal. The aerial ladder chassis may be either two-axle conventional drive or three-axle tractor drawn. The two-axle apparatus is usually equipped with dual real wheels, is shorter than the three-axle, can be maneuvered well, and requires only one man to drive. Tractor-drawn aerials have six wheels with dual wheels on the rear of the tractor. This type of aerial apparatus requires an additional driver or "tillerman" to steer the rear wheels of the trailer. Greater maneuverability is sometimes possible with tractor-drawn apparatus which may sometimes be an asset on narrow streets or in heavy traffic.

RETIRED CURRICULUM

(21) According to the preceding passage, the two axle aerial ladder apparatus requires:

(a) A triple firepump
(b) Dual rear wheels
(c) A tillerman
(d) One driver only

(22) According to the preceding passage, which part of the aerial ladder fire apparatus must be made of metal:

(a) The tillerman
(b) The ladder
(c) The chassis
(d) All of the above

RETIRED CURRICULUM

SCORING KEY
Practice Test

1. C
2. A
3. B
4. C
5. A
6. B
7. C
8. B
9. B
10. E
11. D
12. C
13. B
14. D
15. B
16. D
17. C
18. C
19. C
20. B
21. D
22. B

RETIRED CURRICULUM

PHYSICAL AGILITY DESCRIPTION

EVENT #1: Stair Climb

In this event a starting line will be marked 50 feet from the door of the stairway being used. Prior to crossing the starting line, the candidate will (assisted) put on a turnout coat, helmet, gloves and a 30-minute, self-contained breathing air unit, less face piece. He/she will then begin at the start line and at the command "Ready, Set, GO", cross the starting line and pick up a high-rise hose pack and advance up the designated stairway, to the fifth floor landing. If the hose pack is dropped, the candidate must pick it up immediately and continue. Stopping for more than five seconds (as counted by the stair monitor) will result in automatic disqualification in this event. Time begins at the command "GO" and stops when he/she crosses the finish line at the top floor landing.

This event simulates the candidates ability to carry the hose pack with the breathing unit up flights of stairs.

This event will have one person in charge who will read the instructions to the group and start individual candidates. There will also be one assistant at the starting point to help candidates into the helmet, turnouts and breathing apparatus and arrange hose packs. There will be one stair monitor for each floor of the stairway and two timers at the top floor finish line. One timer will be responsible for individual score sheets, the other timer will be responsible for instructing candidate to return the hose pack and breathing apparatus to the start line.

EVENT #2: Hose Hoist

In this event, a 47 pound weight is placed on an 18-inch platform at ground level. A rope, securely fastened to the weight will extend upward and be secured to a landing of the drill tower (approximately 25 feet from the ground). The candidate and two timers will assume a position on the landing. The candidate will wear a turnout coat, helmet, gloves and a self-contained breathing unit (less face piece) during the test. All candidates will be secured to a safety line affixed to the drill tower during this event. After taking up the slack in the rope (but not lifting the weight) the candidate will assume the ready position, leaning against the rail with arms extended over the rail, both hands grasping the rope with palms in and thumbs down. At the starting command, the candidate will lift the weight, hand over hand, to the landing and place it on the floor. During the lift, the arms must continue to be extended over the rail so that slack rope falls outside the rail. The candidate may not tie off or drag the rope over the rail in order to rest or otherwise ease the lift. To do so will result in automatic disqualification. If the candidate stops or pauses for more than five seconds, it will also result in disqualification. Once the lift is begun, the candidate may lower the weight without penalty, provided that no part of it touches the ground which will also result in disqualification.

Time begins at the starting command and ends when the candidate places the weight on the floor of the landing.

This event is intended to simulate the raising aloft of a 47 pound fire extinguisher, hose or other equipment to a height equal to the roof of a two story building.

EVENT #3: 4 Foot Fence Climb

In this event, the candidate is required to make a 10 foot approach to a 4 foot wall, get over the wall without using any side supports, and then proceed an additional ten feet to the finish line. Candidates will wear turnout coats, helmets, gloves and a self-contained breathing unit (less face piece) during this event. Time begins at the command "GO" and ends when the candidate crosses the finish line. If the candidate stops or pauses for more than five seconds during this event, it will result in automatic disqualification.

This event simulates the behaviors required to scale a 4 foot fence or barrier/wall such as frequently required during fire attack and rescue operations.

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EVENT #4: Advance Hose Line

In this event a 100 foot 1¾ inch fire hose, charged to hydrant pressure, will extend from the fire hydrant to the test area. The tip of the nozzle will be placed at the starting line with the rest of the hose placed in a serpentine position with its general direction being the same as the corridor. The candidate will wear a turnout coat, helmet, gloves and a self-contained breathing unit (without the face piece) during the test; candidate will be assisted into same and placed in the starting position prior to starting the vent. At the starting command, the candidate will move forward, pulling the hose with him/her through a five foot corridor (two parallel lines marked on the pavement). The corridor will extend straight forward for 75 feet. The candidate must travel the entire length of the marked corridor without turning loose of or dropping the fire hose. The candidate must remain between the marked corridor lines at all times. Stepping on or over either line will result in the candidate being required to go back to that point and begin again. If the candidate drops the hose or pauses or stops for more than five seconds during this exercise, it will result in automatic disqualification. Time begins at the command "GO" and ends when he/she crosses the finish line.

This event is designed to simulate the advance of 1¾ inch charged line under emergency fire conditions.

EVENT #5: Jump, Crawl and Drag

In this event, the candidate will, at the starting command, cross the start line and proceed 15 feet to a 40 inch wide ditch. Prior to crossing the starting line, the candidate will (assisted) put on a turnout coat, helmet, gloves and a simulated, self-contained breathing air unit, less face piece. The candidate must jump over the ditch; proceed through two cones, pick up a 1¾ inch charged hose line (which will be placed on the same line as the cones) and drag the nozzle forward for 25 feet while crawling through a restricted crawl space (approximately 30" high, 36" wide and 18 feet long). After emerging from the crawl space, he/she will place the nozzle on or beyond a line (clearly marked on the pavement) and grasp the handle of a 75 pound dead weight object which will have been placed on the same line. He/she will then drag the dead weight object back through the restricted crawl space to the finish line.

Time begins at the command "GO" and ends when any part of the dead weight is dragged across the finish line. If the candidate stops or pauses for more than five seconds during this event, it will result in automatic disqualification.

This event is designed to simulate such tasks as jumping ditches, crawling into burning buildings and removing heavy objects from areas with restricted crawl space.

EVENT #6: Remove and Replace 14' Roof Ladder

This event measures the candidate's physical agility to handle the 14' wooden roof ladder. It is one of the most frequently used ladders in the fire service.

In this event, a simulated 14' wooden roof ladder weighing 42 pounds is placed horizontally on a bracket which is mounted on a metal frame. The weight of the ladder, height and type of bracket approximate average conditions pertaining to departmental fire apparatus. Candidates will wear turnout coats, gloves, a helmet and an airpack (without the face piece) during this event. A 4 foot square will be marked on the ground directly under the center of the ladder to simulate a restricted working area.

At the command "Ready, Set, GO", the candidate, standing in the 4' square must grasp the ladder by the rungs, remove the ladder from the bracket, lower it to the ground and lean it against the metal frame. The candidate will then release the ladder, return to a standing position, and raise his/her arms overhead. The ladder must then be picked up and returned to the mounting bracket. The entire evolution must be accomplished without the candidate moving his/her feet outside the 4' square marked on the ground. Violation of this requirement will be disqualifying.

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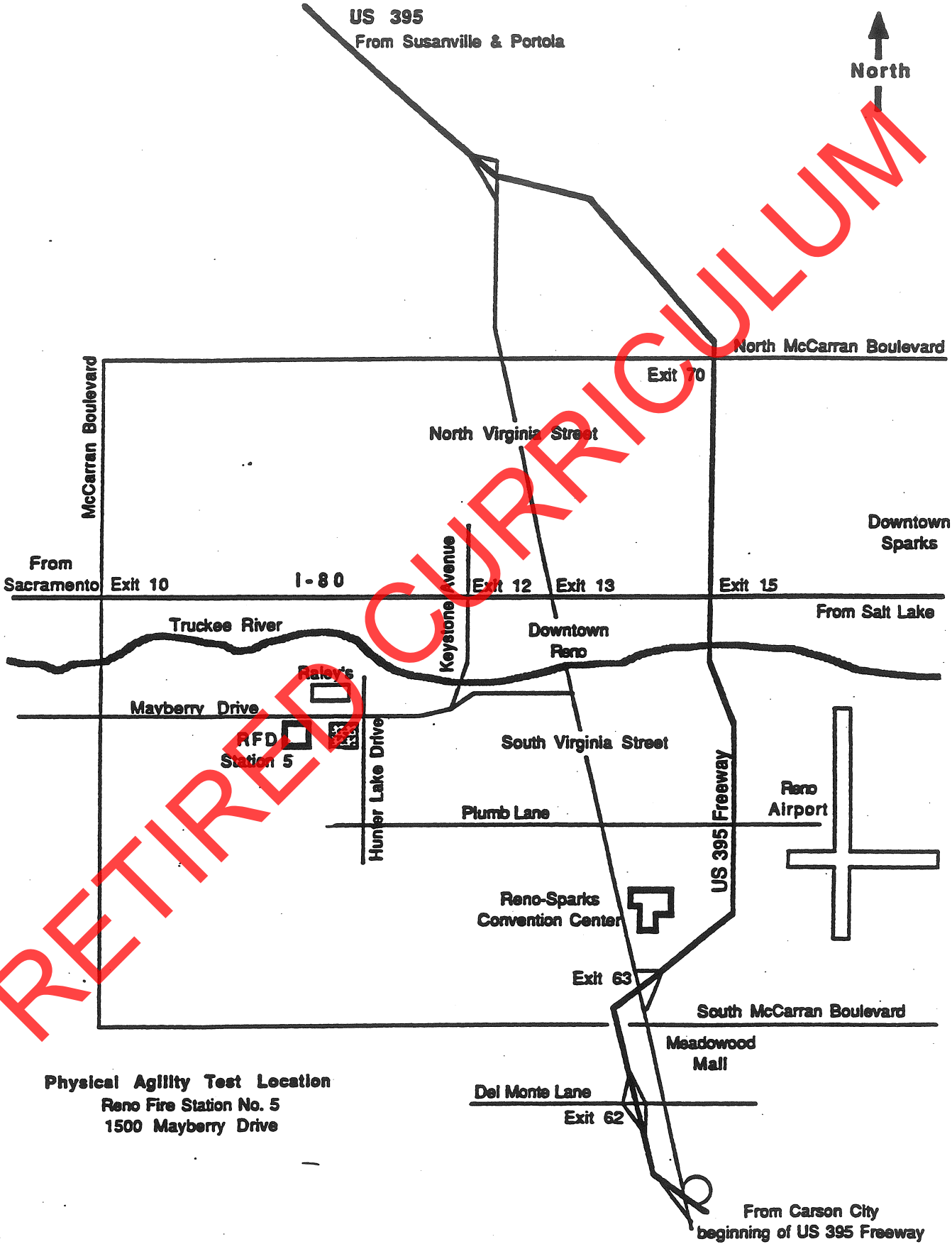

Physical Agility Test Location
Reno Fire Station No. 5
1500 Mayberry Drive

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F. **GRASPING MUSCLES** - Gripping action
F.1. handgrip - gripper
F.2. Wrist roller - Rope weight
F.3. Ball squeezing - Sponge ball

F-1

F-2

INTERVAL TRAINING - Muscular and Cardiovascular
As weight training improves the strength of the major muscle groups, the endurance ability should also be measured by adding more reps (15 to 20) to the exercises, which lengthens the work time. This will improve the stamina of cardiovascular fitness, which is important in passing this group of tests and in the work tasks of the police officer. Cardiovascular fitness is improved by activities which cause the heart rate to be maintained at 160 beats per minute for 20 to 30 minutes at least three times per week.

GENERAL COMMENTS

The suggested **BASIC EXERCISES** involving specific muscle groups are functionally organized with options. The equipment and facilities available will influence a person's program. The smaller and weaker person will require greater improvements to meet the needed performance levels to pass the test than the larger and stronger person. Specific weight training equipment is very important for those needing increased strength and endurance. The strengthening exercises program progresses in sequence from the smaller muscles (biceps and triceps) to the larger muscles (quadriceps and hamstrings) tapering off with the grasping muscles. Stretching follows, which should aid in preventing muscle soreness. Individuals who have not had an exercise program and who have not participated in activities which require extensive strength and exertion will have to work much harder to achieve the required fitness level to satisfactorily perform these tests.

RETIRED CURRICULUM

REGIONAL FIREFIGHTER RECRUI[illegible]NT

BASIC EXERCISES

TO PREPARE FOR THE

Fire Fighter

Physical

Agility Test

In preparing for the PHYSICAL AGILITY TEST, it is important to remember the precautionary measure of consulting with a physician before beginning any strenuous fitness program. The muscular requirement of the legs is most essential; the arms, shoulders and grasping muscles are also very important in performing the required tasks. The following stretching and strengthening exercises are suggested in conditioning the muscles used in doing these tests.
PROCEDURE - Stretch and warmup first, then do the exercises for the arms, shoulders and trunk. Leg strengthening exercises with the weights are then followed with interval training for muscular endurance and cardiovascular improvement. Stretch again after exercising.

CONDITIONING PROGRAM

Stretching should be slow and controlled; hold stretched position for several seconds; repeat movements 6 to 8 times for each exercise.

Stretching Warmup Exercises

A. **LEGS** - Hip, knee and ankle movements
1. Hurdlers Stretch - Position as shown
a) This movemenet stretches the hamstring muscle group on theback of the leg.
b) This movement stretches the quadricep muscle groupon the front of the leg.
2. Achilles Stretch - See figure
a) This movement stretches the calf area in the lower leg.

A-1a

Hurdlers Stretch
A-1b

2a

B. **TRUNK** - Muscles on the sides which twist trunk
1. Lying - Hip and legs move side to side

B-1

B-2

Supine Hip Rotaters

2. Sitting - Shoulders twist to left and right.

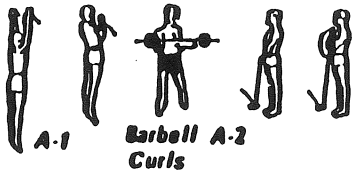
C. **ARMS** and **SHOULDERS**
1. Standing - To stretch biceps and lats: interlock fingers, turn palms upward, straighten arms and squeeze head; move side to side (see sketch).
2. Sitting or standing - To stretch triceps: point elbow upward, "scratch back" and arch backward (see sketch).

C-1

C-2

STRENGTH DEVELOPMENT - Overload principle; need to progressively increase resistance as strength improves: should perform 3 sets of 6 to 8 reps in most exercises: add more weight as needed.
Strengthening - Muscular Endurance Exercises; suggested by muscle group and function with alternatives.

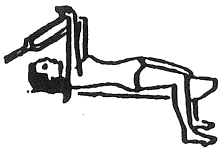
A. **BICEPS** - Arm bending action
A.1 Chin up - Get assist if necessary from a partner or -
A.2 Curls - Barbell, dumbbell, pully weight type of resistance.


A-1

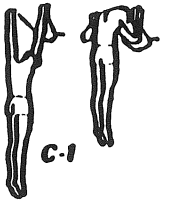
Barbell Curls A-2

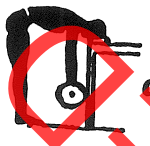
B. **TRICEPS** - Arm extension or pushing action
B.1 Push up - Floor, from toes, or -
B.2 Bench press - Barbell, dumbbell, Universal Gym type apparatus

B-1


B-2

C. **LATS** and **BICEPS** - Arm depression or pulling action
C.1 Chin up, wide grip behind neck or -
C.2 Rowing - Bent over - Barbell, dumbbell or -
C.3 Pull downs - Overhead pulley


C-1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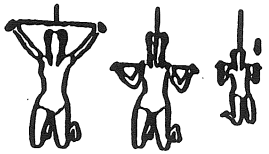
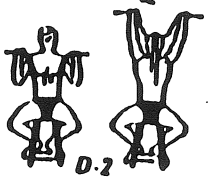

C-3

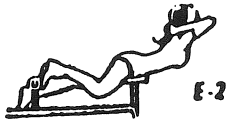
D. **DELTOID** and **TRICEPS** - Arm extension or pushing action
D.1 Military press - Barbell, dumbbell or -
D.2 Shoulder press - Universal Gym type apparatus

D-1


D-2

E. **QUADRICEPS** and **HAMSTRINGS** - Leg and hip flexer and extensor or pushing action.
E.1 Leg press - Universal Gym
E.2 Hip extensors (see sketches)
E.3 Stair climbing - (2 steps/stride)

E-1


E-2

E-3

REPRODUCTION

Assessment Center for
Fire Captain

CITY OF REDMOND,
WASHINGTON

RETIRED CURRICULUM

Hughes, Heiss & Associates
675 Mariners Island Boulevard
Suite 108
San Mateo, CA 94404

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November 21, 1989

MEMORANDUM

TO: Redmond Fire Captain Assessors

FROM: Richard W. Perry
Hughes, Heiss and Associates

SUBJECT: Assessment Center for Fire Captain Position

Enclosed within this manual are the materials you will need to function as an Assessor for Redmond. We would appreciate your review of these materials before we conduct the Center on Wednesday, November 29, 1989. We will meet that morning at 7:00 a.m. to go over the scoring system and discuss any questions you might have on the various exercises. The sections of this manual are briefly outlined below:

- Section I - Contains the schedule of the Assessment Center. Ten (10) candidates will be evaluated.
- Section II - Position description/information.
- Section III - Contains the Assessor's guide for evaluating the performance of candidates and the job dimensions to be utilized.
- Section IV - Assessor assignments.
- Section V - Contains the exercises to be utilized during the Assessment Center. These exercises include: (1) the instructions to candidates; (2) the instructions to Assessors.
- Section VI - Contains the rating forms that will be utilized.

I personally welcome your participation in this Assessment Center and look forward to working with you. Please bring this manual with you on November 29th. The Assessment Center will be held at the Redmond United Methodist Church, 16540 N.E. 80th Street. A directional map will be sent to you separately.

RETIRED CURRICULUM

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RETIRED CURRICULUM

I. ASSESSMENT CENTER SCHEDULE

RETIRED CURRICULUM

FIRE CAPTAIN CITY OF REDMOND

ASSESSMENT CENTER SCHEDULE

WEDNESDAY, NOVEMBER 29, 1989

4:30 p.m.- 5:30 p.m.	Candidate Orientation and Distribution of "Take-Home" EXERCISE #1 - MOBILE HOME PROBLEM (Assessors will not need to attend this session)
7:00 a.m.- 8:30 a.m.	Assessor Orientation
7:30 a.m.- 8:30 a.m.	Candidate Preparation for Exercises #1 and #2.

	EXERCISE #1 - MOBILE HOME PROBLEM	EXERCISE #2 - PERFORMANCE EVALUATION
8:30 a.m.- 8:45 a.m.		
8:50 a.m.- 9:05 a.m.		
9:10 a.m.- 9:25 a.m.		
9:30 a.m.- 9:45 a.m.		
9:50 a.m.-10:05 a.m.		
10:10 a.m.-10:25 a.m.		
10:30 a.m.-10:45 a.m.		
10:50 a.m.-11:05 a.m.		

11:15 a.m.-11:45 a.m.	Assessors' Review of Candidates' Resumes/ Applications
11:45 a.m.-12:30 a.m.	EXERCISE #3 - VISUAL RESUME
12:30 p.m.- 1:30 p.m.	LUNCH

	EXERCISE #4 - ACTIVITY PLAN	EXERCISE #5 - ORIENTATION TALK	EXERCISE #6 MINI-INTERVIEW
1:30 p.m.- 1:50 p.m.			
1:55 p.m.- 2:15 p.m.			
2:20 p.m.- 2:40 p.m.			

RETIRED CURRICULUM

	EXERCISE #4 - ACTIVITY PLAN	EXERCISE #5 - ORIENTATION TALK	EXERCISE #6 MINI-INTERVIEW
2:45 p.m.- 3:05 p.m.			
3:10 p.m.- 3:30 p.m.			
3:35 p.m.- 3:55 p.m.			
4:00 p.m.- 4:20 p.m.			
4:25 p.m.- 4:45 p.m.			

4:45 p.m.- 6:00 p.m. Final Scoring and Assessor Debriefing

RETIRED CURRICULUM

II. BACKGROUND INFORMATION

RETIRED CURRICULUM

CITY OF REDMOND

CLASSIFICATION DESCRIPTION

JOB TITLE: Captain

REPORTS TO: Battalion Chief

DEPARTMENT: Fire

DATE:

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GENERAL FUNCTION

The captain is a rotating position assigned as station officer or training officer. The training officer assignment is normally 24 months, not to exceed 30 months. Assignment beyond 24 months may be necessary for project completion and personnel transition.

ASSIGNMENT DESCRIPTIONS:

STATION OFFICER

Positions in this classification have responsibility for the operation of a fire station and supervisory responsibility for a company in fighting fires and handling emergencies, preparing/administering station/division budget, and in maintaining a station, apparatus, and equipment. Working under the general supervision of the battalion chief and in accordance with department policies and procedures, the captain has direct command of a company with responsibility for performance evaluation and discipline. The captain works within the Incident Command System and may take command at fires and emergency situations until relieved by a superior officer, and must be able to make immediate decisions under these circumstances. Work is performed in alternating 24-hour shifts and may frequently require exposure to hazardous conditions. Additionally, the captain will be called upon to provide administrative and/or technical support on a regular or special project nature which may require a 40-hour work week.

TRAINING OFFICER

Positions in this classification have responsibility for the development and delivery of training programs for career and support personnel. Working under the general supervision of the training coordinator and in accordance with department policies and procedures, the training officer assists battalion chiefs and lieutenants in program delivery, and individual and company evaluations. The training officer will reenforce acceptable performance and recommend necessary action(s) for the improvement of performance. Work is performed on a flexible 40-hour week, adjusted to meet training needs. Although most work is performed in an office or classroom setting or on department training grounds, the training officer responds to major emergencies to observe personnel performance and evaluate techniques, or is assigned within the Incident Command System. The training officer may be called upon to provide administrative and/or technical support on a regular or special project nature.

EXAMPLE OF DUTIES

- Maintains responsibilities of a company officer in addition to station responsibilities.
- Supervises lieutenants and directs activities and assignments at their assigned station.
- Monitors employee performance utilizing approved appraisal system.

- Prepares preliminary budget packages for assigned area which identifies needs, researches alternative solutions, obtaining cost projections, and makes appropriate written recommendations through superior officers.
- May initiate recommendations for disciplinary action to subordinates.
- Prepares and reviews incident reports, personnel records, training records, requisitions, and other forms and reports to fire battalion chief regarding alarms, supplies, training aids, and other matters pertaining to the station/division to which assigned.
- Works with battalion chiefs and lieutenants to conduct individual and/or company/multi-company drills/evaluations.
- Works with other station captains/training officer to develop and maintain departmental uniformity for all procedures and practices.
- Delivers training programs and materials to audiences of varying size and skill levels. Demonstrates proper methods or procedures.
- Acts as battalion chief when assigned.

WORKING CONDITIONS

See assignment descriptions.

DESIRABLE SKILLS, KNOWLEDGE, AND ABILITIES

- Knowledge of the principles and practices of supervision and management.
- Ability to prioritize, assign, monitor, and evaluate the work of assigned staff.
- Ability to develop, recommend, and administer policies, procedures, and budgets to meet division objectives and overall goals of the Department.
- Ability to plan, organize, and oversee assigned work programs, including monitoring work schedules, legal requirements, and progress reviews.
- Ability to deal with and effectively handle personnel related problems; ability to provide guidance and direction to personnel, helping them to achieve personal goals.
- Ability to communicate effectively with individuals and groups which may include instructional, complex, or sensitive issues or policies.
- Ability to analyze and evaluate operations, and develop and implement corrective action to resolve problems.
- Ability to maintain physical conditioning necessary to perform efficiently in assigned position.
- Ability to analyze a variety of emergency situations and take effective action(s) for resolution.
- Knowledge of equipment repair and the mechanical and manipulative ability to oversee equipment operations and maintenance.

RETIRED CURRICULUM

- Ability to prepare, maintain, and review a variety of records and reports related to area of responsibility.
- Ability to evaluate training needs. Develops and presents programs which efficiently meet these needs.
- Ability to manage a variety of emergencies using the adopted incident command procedures.

EDUCATION AND EXPERIENCE

- E.M.T.
- Two years as a Redmond Fire Department Lieutenant and 45 college related credits toward a Fire Command AA Degree.

  or

  Five years as a Redmond Fire Department Lieutenant and 24 college related credits toward a Fire Command AA Degree.
- W.S.F.S.T. Instructor Level I and Level II or equivalent within one year of appointment or whenever a class becomes available. Example: N.F.A.'s "Fire Service Instructional Methodology" and "Fire Service Course Development".

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III. ASSESSOR'S GUIDE FOR EVALUATING THE PERFORMANCE OF CANDIDATES

RETIRED CURRICULUM

III. ASSESSOR'S GUIDE FOR EVALUATING THE PERFORMANCE OF CANDIDATES

1. THE ASSESSMENT PROCESS

- Candidates will be evaluated against specific job dimensions for each exercise and receive an overall numerical score ... based on the scores received for each dimension assessed.

- Overall scores for each exercise will be used to rank candidates for that exercise ... from 1 (best) to X (poorest).

- The relative ranking of candidates for each exercise will be averaged at the end of the Center to obtain an overall statistical rank for each candidate. Also, their average point scores will be tallied. Where appropriate, exercises will be weighted in terms of their importance.

- Assessors will evaluate each candidate on an exercise-by-exercise basis independently.

- Assessors, as appropriate and within the time available, will comment in writing on positive and negative behaviors observed. These comments will aid in providing feedback to the client and/or candidates after the Assessment Center is completed.

- After all exercises are completed, Assessors will meet to validate the rank of all candidates, identify the positive and negative aspects of their performance and qualifications for the position.

2. PROCEDURAL GUIDELINES

- Assessor locates the proper rating form for each exercise, enters the candidate's name and the Assessor's name in the spaces provided.

- Assessor observes candidate(s) in exercise, taking notes to record observed behavior.

- Assessor reviews all notes/observations to develop the basis for rating each dimension to be assessed in the exercise.

- Assessor assigns a rating to the candidate for each job dimension by assigning a point value based on the five-point scale on the rating form.

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50-59 Unacceptable	60-69 Reservations	70-79 Acceptable	80-89 Good	90-100 Outstanding

An explanation of this rating scale is provided toward the end of this section of the manual.

Be sure to assign a rating of every job dimension listed on the rating sheet.

- Points for each candidate are totaled and provide the basis for ranking them from best to worst.
- Assessors check to insure that point totals reflect their ranking of the candidates for that exercise.
- At the conclusion of each exercise, Assessor gives completed rating sheets (including notes) to facilitator for compilation.

3. POTENTIAL ASSESSOR ERRORS

- Halo Effect is the tendency to allow a candidate's performance on one dimension to influence the rating on the other dimension. For example, a candidate may show effective oral communication skills, but this does not necessarily mean an equal amount of ability in problem-solving. Careful attention to the amount of actual behavior justifying a rating will help to avoid the halo effect.
- Leniency Effect is the tendency to give people the benefit of the doubt, or to be an "easy" rater. A tendency to assign more than the usual number of lower ratings is a corollary to this type of error.
- Central Tendency Effect is the desire to "play it safe" or avoid giving extreme ratings. Sometimes people fail to assign a "1" or a "5" on the assumption that "nobody could be that bad or good". However, it is important to make distinctions among candidates and the full use of the rating scale is the way of achieving this.
- Similar-To-Me Effect is related to the halo effect. Some candidates will remind you of your own approach to situations and it is tempting to award high ratings, even when the candidate did not earn them. There are several effective ways to approach and accomplish any task.
- Contrast Effect. Sometimes you will have to rate several candidates at the same time or consecutively who appear quite far apart due to the contrast between them. An average person can look extremely good or extremely poor in contrast to a very "low" or very "high" scoring person. Keep in mind that you are rating the actual amount of behavior observed.

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- First Impression Effect. This is closely related to the halo effect. Sometimes a candidate does very well right at the beginning of an exercise and then quickly "poops out".

- Stereotype Effect. This can be a very difficult error to avoid since it can involve closely held and sometimes unconscious values. Sometimes ratings are assigned, not because of observed behavior, but because they "fit" with the rating associated with the stereo type.

4. TIPS ON OBSERVING THE BEHAVIOR OF CANDIDATES

- Be totally acquainted with the exercise and dimensions prior to assessing.

- Adhere to the exercise instructions.

- Record as many direct observations as possible as this will leave little room for interpretation.

- Resist rating dimensions until the exercise is over. Attention should be totally directed toward making accurate observations -- dimension rating should occur later.

- Do not allow observations from one exercise to affect your observations on another exercise. Observations from exercise-to-exercise must be independent of one another.

- Observations may include comments on what an individual failed to do. For example, an assessee "when challenged, backed off without arguing his position". This no behavior would be very informative about this person.

- Do not allow early observations to bias later observations -- observations should be equally weighted throughout the exercise.

5. DEFINITION OF PERFORMANCE DIMENSIONS USED

- Definitions are provided at the end of this section of the dimensions to be used in the Assessment Center.

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EXPLANATION OF RATING STANDARDS FOR ASSESSMENT CENTER

RATING SCALE

Assign a rating to the candidate for each of the dimensions listed. Rating should be assigned, using the 5-point scale shown below:

EXAM DIMENSIONS	Unacceptable 50-59	Reservations 60-69	Competent 70-79	Good 80-89	Outstanding 90-100

RATING STANDARDS

Ratings should be assigned relative to the extent to which the candidate demonstrates his/her knowledge, skill, ability, or personal attributes pertaining to each of the dimensions covered.

(Unacceptable) - Assign this rating when:

- There was nothing in the exercise to allow you to determine the extent to which the candidate has the set of knowledges, skills or abilities needed; or
- The candidate demonstrates a total lack of the requisite set of knowledges, skills, or abilities to handle the situation.

(Reservations) - Assign this rating when:

- The candidate shows some evidence in the exercise of the set of knowledges, skills, or abilities required; but it is clearly below what is minimally acceptable for this position.

(Competent) - Assign this rating when:

- The candidate demonstrates enough of these knowledges, skills or abilities to allow him/her to acceptably perform the job.

(Good) - Assign this rating when:

- The candidate demonstrates many of the knowledges, skills, or abilities required in the exercise. This rating should typify an above average skill level of competitors.

(Outstanding) - Assign this rating when:

- The candidate exhibits an outstanding amount of the knowledges, skills or abilities required by the exercise which clearly exceeds the typical skill level of competitors and demonstrates nearly all of the ideal characteristics required for the position.

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DEFINITIONS OF PERFORMANCE DIMENSIONS

1. **Conflict Resolution**, including:
   - Seeking "win/win" situations.
   - Meshing different needs.
   - Finding areas to collaborate on.
   - Being non-argumentative/ non-defensive.
   - Diffusing tense situations.
   - Picking the right strategy for the situation.

2. **Communication**, including:
   - Active, non-judgmental, empathetic listeners.
   - Positive and open body language.
   - Summarizing, paraphrazing and clarifying.
   - Clear, logical and concise presentation of ideas.
   - Using an understandable vocabulary.
   - Picking up verbal and non-verbal clues.

3. **Interpersonal Sensitivity**, including:
   - Awareness and concern with the needs of others.
   - Supportive and encouraging.
   - Shows the ability to "style" flex.
   - Building trust and confidence.
   - Appreciating/recognizing other points of view.
   - Warm and caring.

4. **Poise and Control**, including:
   - Coping well with pressure.
   - Thinking and acting clearly.
   - Controlling emotions.
   - Responding quickly to new situations.

5. **Problem-Solving**, including:
   - Defining the "real" problem.
   - Developing options/

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- Assessing costs/ benefits.
- Formulating solutions that work.
- Sees relationships.
- Can support views/ conclusions.

6. Persuasiveness, including:

- Obtaining agreement from others.
- Developing believable rebuttals/positions.
- Identifying the "needs" of others.
- Showing confidence in self.
- Knows of what she/he speaks.
- Establishing credibility.

7. Flexibility, including:

- Open-mindedness.
- Willing to change as conditions do.
- Building on the ideas of others.
- Doesn't have all the answers.
- Appreciating others points of view.
- Using different approaches/styles.

8. Community Orientation, including:

- Showing a sincere interest in community views.
- Looking for ways to involve the community in fire service delivery.
- Actively involving self/staff in the community in a non-political way.
- Adopting a non-defensive posture to community complaints.

9. Team Management, including:

- Involving staff in important decision-making.
- Delegating authority/ responsibility.
- Using group problem solving approaches.
- Taking an inter-unit approach to community problems.

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10. **Management Control**, including:

- Holding others accountable.
- Setting measurable goals.
- Exercising quality control.
- Prioritizing and delegating work.
- Knowing the status of activities.
- Using performance measures.
- Using performance measures.
- Using time management techniques.

11. **Training and Mentoring**, including:

- Identifying training needs.
- Monitoring performance.
- Using modern skill development techniques.
- Involving persons in learning events.
- Analyzing staff skill levels.
- Allowing risk taking.
- Telling, showing and having staff practice new skills.
- Reinforcing positive behavior.

12. **Technical Awareness**, including:

- "State of art" knowledge of fire management.
- Demonstrating a sense of the future/vision.
- "State of art" knowledge of fire service delivery.
- Demonstrating creativity and innovation.

13. **Decision-making**, including:

- Ability to make up mind.
- Willingness to make unpopular decisions.
- Making decisions in a timely fashion.
- Demonstrating good sense and fairmindedness.

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14. **Candor/honesty**, including:

- Willingness to reveal "real" self.
- Willingness to admit a mistake.
- Openness.
- Directness.

15. **Creativity**, including:

- Offering new/different approaches to issues.
- Willing to be unconventional.
- Ability to divorce self from traditional thinking.
- Willingness to take risks/ do things different.

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IV. ASSESSOR ASSIGNMENTS

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ASSESSOR ASSIGNMENTS

EXERCISE #1 - Prevention Program
Little, Leigh, Hiraki

EXERCISE #2 - Performance Evaluation
Starkey, Shank, Kent

EXERCISE #3 - Visual Resume
All Assessors

EXERCISE #4 - Twelve Month Training Plan
Shank, Little

EXERCISE #5 - Orientation Talk
Hiraki, Starkey

EXERCISE #6 - Mini-Interviews
Kent, Leigh

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V. EXERCISES AND INSTRUCTIONS

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EXERCISE #3

VISUAL RESUME AND PRESENTATION
ON ACHIEVEMENTS

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EXERCISE #3 - VISUAL RESUME AND PRESENTATION ON ACHIEVEMENTS

Background

The Assessors would like to know more about your background and qualifications for the position of Captain. Here is an opportunity to present this information emphasizing those points you feel are most relevant in matching your skills/experience and achievements to what you feel Redmond is looking for in a new Captain.

The Assessors will have reviewed your application for the position just prior to this exercise.

Instructions

In presenting yourself, please do so within the following guidelines:

- Use no more than one sheet of poster paper to provide a visual overview of your key qualifications for the position. Markers, paper and tape are available for your use. Please make your graphics visible.

- Your presentation must be completed in four minutes. At the end of three minutes, the facilitator will raise his hand to alert you on timing. At four minutes, the facilitator will stop you.

Be creative and have fun! All Assessors will view and evaluate your visual resume presentation.

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EXERCISE #3 - ASSESSOR INSTRUCTIONS FOR VISUAL RESUME

Please read the instructions provided to each candidate in Exercise #3. In evaluating their presentation, please utilize the following dimensions:

1 - Communication (platform speaking) (2)

2 - Persuasiveness (6)

3 - Poise/control (4)

4 - Creativity (15)

Higher ratings should be given to candidates whose presentations exhibit the following features:

- A visual career depiction which attracts your attention, is readable and understandable and is used in the presentation as an aid (but not read).
- An emphasis on accomplishments (e.g., programs instituted/operational results attained) rather than on credentials acquired (e.g., degrees) and experience attained (e.g., years in various positions).
- Some degree of understanding of what they believe Newark is looking for in a Captain and how they "fit" that need.
- "Believability" in the realness of the qualifications presented and the candidate as a person.
- A well placed, smooth and persuasive style of delivery and speaking.

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EXERCISE #4

TWELVE-MONTH TRAINING PLAN

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EXERCISE #4 - TWELVE-MONTH TRAINING PLAN

Background

You are Redmond's new Captain and responsible for training. The Battalion Chief has asked you to develop a "conceptual" one-year training plan for the three suppression shifts. Using your experience and knowledge of the Redmond Fire Department, he wants your views on:

(1) The key objectives of this one-year program.

(2) The high priority skill/knowledge areas that you feel should be addressed in the July 1, 1990 to June 30, 1991 time period.

(3) How much time should be devoted to each skill/knowledge area.

(4) How this training will be conducted and by whom.

(5) The month/time period each training activity should be scheduled.

The Battalion Chief wants your "conceptual" 12-month training plan put into a chart/graph format for ease of understanding and analysis.

He also wants you to review your "conceptual" training ideas with the other station Captains before presenting the plan to him. He hopes that this training plan could be used as a model in order to standardize training throughout the department.

Instructions

Please formulate and design a "conceptual" 12-month training plan which addresses the topics of interest to the Battalion Chief. This plan should be visual and in a chart/graph format.

After lunch, you will be discussing your "conceptual training ideas" with Assessors who will be role-playing two Captains. You will have 15 to 20 minutes for this discussion.

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EXERCISE #4 - ASSESSOR INSTRUCTIONS FOR 12-MONTH TRAINING PLAN

Please review Exercise #4 and evaluate each candidate against the dimensions below:

Job Dimensions

1 - Team management (9)

2 - Problem-solving (5)

3 - Interpersonal sensitivity (3)

4 - Training and mentoring (11)

You may wish to react to each candidate in the following ways:

- If they start presenting a plan without involving you early in the discussion, say:

  "Just wait a minute Captain! Why weren't we consulted BEFORE you prepared this damn plan! Both of us are tired of just reacting to plans already made!"

- Feel free to challenge and take issue with proposed training activities which you personally feel are not as important as others and to question why certain topics/areas were omitted if you feel they are important.

- Be defensive, silent if the Captain just talks at you.

- Be participative and collaborative if the Captain involves you and values your input and views.

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EXERCISE #5

ORIENTATION TALK TO LIEUTENANTS
ON MANAGEMENT VALUES AND STYLES

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EXERCISE #5 - ORIENTATION TALK TO LIEUTENANTS ON MANAGEMENT VALUES AND STYLES

Background

As a new Captain, you have decided to personally design and implement a program of supervisory development for your Lieutenants. For your kickoff session, you have decided to brief your Lieutenants on management values and styles you expect. More specifically, you want your Lieutenants to know your views on:

- The key management "values" you believe are important for the department and should govern supervisory/managerial behavior at all levels, particularly in the position of Lieutenant.
- Why these "values" are important to the future of the department.
- Management styles/approaches you feel work best under the "values" you plan to pursue.
- What they can expect from you as their Captain.

Instructions

Your orientation meeting will last 15 to 20 minutes. An easel, markers and poster paper will be available if you wish to use them. You should allow time for questions. Use whatever instructional/learning approaches you feel will work best in this situation. Assessors will role-play the Lieutenants.

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EXERCISE #5 - ASSESSOR INSTRUCTIONS FOR ORIENTATION TALK TO LIEUTENANTS

Please review Exercise #5. In evaluating each candidate's orientation meeting, consider the following behaviors by candidates:

- Was the learner's (Lieutenant's) knowledge of management values/styles assessed at the outset? Was the talk then tailored to their actual knowledge levels?
- Did the candidate involve learners (Lieutenants) in the orientation event? Build on their past experiences/ideas?
- Were various instructional approaches used (e.g., lecture, visual aids, questions/answers)?
- Did candidates appear to have a clear set of "values" that are important to the management of a modern fire department (e.g., shared decision-making, humanistic, performance accountability at lowest possible levels, use of positive feedback)?
- Did candidates appear to understand different management styles and their strengths/weaknesses? The use of "situational management" approaches?

If you are asked to "participate" in this orientation/training event, make whatever responses you feel a group of Lieutenants might make.

In evaluating candidates, please use the following dimensions:

1 - Training/mentoring (11)

2 - Persuasiveness (6)

3 - Flexibility (7)

4 - Team Management (9)

Section III of this manual contains a further definition of the above dimensions.

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EXERCISE #6

MINI-INTERVIEWS

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EXERCISE #6 - MINI-INTERVIEWS WITH ASSESSORS

A panel of Assessors will interview you each for 20 minutes. No preparation is required by you for these interviews. All candidates basically will be asked the same questions. Questions will focus on a variety of topics.

Relax and be yourself! Prior to participating in this interview, write down five questions you hope the Assessors will ask you and put them down in priority order from 1 (would like to be asked most) to 5 (would like to be asked last). Give this list to the Assessors before the interview starts.

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EXERCISE #6 - ASSESSOR INSTRUCTIONS FOR MINI-INTERVIEWS

The format for this exercise is very similar to that of an oral board. Please ask the questions below of each candidate. Keep good notes on the responses provided you.

(1) What, in your opinion, should be the training "philosophy" of the Redmond Fire Department?

Example

"To insure the Department's primary mission and goals are met" and "important values are maintained throughout the organization".

(2) As a new Captain in Redmond, what objectives would you establish for the first year relative to training?

Example

"A better system for creating, storing and accessing training records".

(3) Without using the term "experience" or "education", what three reasons would you offer for appointing you to the Captain position?

Example

"Team player" "Committed to training"
"Good trainer" "High energy"
"People skills" "Creative"

(4) What approach would you take to get the firm support/cooperation of the Lieutenants in your station for meeting your responsibilities?

Example

- Get input before proposals are developed.
- Find out their needs.

(5) What techniques/processes would you most rely on to evaluate the effectiveness of the Redmond Fire Department's training activities? Why?

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VI. ASSESSOR RATING SHEET

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L1

ASSESSOR RATING SHEET

Candidate	Job Dimensions To Be Evaluated* #1	#2	#3	#4	TOTAL POINTS	RANK
1.						
2.						
3.						
4.						
5.						
6.						
.						
8.						
9						

Rating Scale

50-59	60-69	70-79	80-89	90-100
No Evidence of Skill	Limited Evidence of Skill	Average Evidence of Skill	Good Evidence of Skill	Excellent Evidence of Skill

Assessor: _____ Exercise: _____

*Write the dimensions outlined in each exercise in the blank space provided to facilitate candidate rating.

RETIRED CURRICULUM

ASSESSOR RATING SHEET

Candidate	Job Dimensions To Be Evaluated* #1	#2	#3	#4	TOTAL POINTS	RANK
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9						

Rating Scale

50-59	60-69	70-79	80-89	90-100
No Evidence of Skill	Limited Evidence of Skill	Average Evidence of Skill	Good Evidence of Skill	Excellent Evidence of Skill

Assessor: _____ Exercise: _____

*Write the dimensions outlined in each exercise in the blank space provided to facilitate candidate rating.

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Tests and Problems in Determining "Just Cause" for Discipline

A. Did the organization give the employee forewarning of the possible disciplinary consequences of the employee's conduct?
   1. How should such forewarning be given?
   2. Is it necessary that such rules have been negotiated with the union? Is it advisable to negotiate such rules?

B. Was the organization's rule or managerial order reasonably related to a) the orderly, efficient, and safe operations of the business, and b) the performance the organization might properly expect of the employee?
   1. Obligation to obey.
   2. Exceptions to such obligation.

C. Did the organization, before administering discipline to an employee, make an effort to discover whether the employee did, in fact, violate or disobey a rule or order of management?
   1. "Day in court" principle, right to know the offense charged, right to defend behavior.
   2. Is it essential that the investigation be made before disciplinary action is determined?

D. Was the investigation conducted fairly and objectively?
   1. How to assure that judicial fairness towards the employee in management attitude and conduct?
   2. Handling the no-witness situation—i.e., supervisor versus employee; questioning the management "participant" by the management "judge."

E. Was the evidence of guilt substantial?
   1. Determining the amount of proof required?
   2. Assuring that an aggressive search (versus passive acceptance of testimony) has been made.
   3. Resolving conflict in testimony.

F. Has the rule, order, or penalty been evenly applied to all employees?
   1. What warrants a finding of discrimination?
   2. How to go from lax to tighter enforcement of a rule?

G. Was the degree of discipline administered reasonably related to the seriousness of the proven offense?
   1. Avoiding the hazard of determining guilt by the past record?
   2. What is the proper use of "past record"?
   3. Can you administer different degrees of discipline for the same offense?
   4. How can charges of discriminatory treatment be avoided?
   5. How can modification of penalty by the arbitrator be avoided?

Guidelines for Improving the Disciplinary Process

1. Reprimanding should be done in private whenever possible.
2. Disciplinary action should be looked upon as *corrective* in initial stages and *punitive* when training and counseling have little or no effect.
3. Good discipline is more effectively maintained if the manager has a written set of guidelines to follow.
4. Make certain you have all the facts before taking disciplinary action. Reversal of a penalty is detrimental to morale and lowers respect of employees for management.
5. Sarcasm should be avoided when dealing with employees.
6. Don't threaten, argue or show anger.
7. Suit reprimands to the individual and situation.
8. Discipline promptly.
9. Criticize the behavior, not the employee.
10. Suit the severity of the discipline to the seriousness of the offense.
11. Disciplinary action requires follow-up.
12. It is important for the manager to reestablish friendly contact with an employee soon after disciplinary action is taken.
13. An employee should be told when he is doing poorly on the job.
14. The immediate supervisor should be involved with any disciplinary action involving a subordinate.
15. An employee who is a chronic disciplinary problem is not likely to improve simply through a transfer.
16. Managers must take disciplinary action on continued infractions of rules even though the infractions are minor. Laxity breeds laxity.
17. Remember that the primary function of disciplinary action is to prevent recurrence.

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PRESENTATION TO THE LEAGUE OF CALIFORNIA CITIES
FIFTEENTH ANNUAL LABOR RELATIONS INSTITUTE
JANUARY 21, 1981
SAN FRANCISCO, CALIFORNIA

THE ANATOMY OF A STRIKE

Presented by: Matthew A. Allen, Mayor
City of Mountain View, California

Prepared by: Matthew A. Allen, Mayor
Peter D. Bulens, City Attorney
Ralph L. Jaeck, Assistant City Manager
City of Mountain View, California

RETIRED CURRICULUM

THE ANATOMY OF A STRIKE

By: Matthew A. Allen, Mayor
Peter D. Bulens, City Attorney
Ralph L. Jaeck, Assistant City Manager

The following remarks are made to assist local governments in planning and coping with employee labor actions. It is hoped from these remarks that public agencies will be better able and encouraged to deal firmly with labor relations problems, particularly when public safety is threatened by a labor group.

Background

The City of Mountain View is an urban city of approximately 60,000 persons in the northern end of Santa Clara County with 60 percent living in multiple-family dwellings. It is characterized by being a part of the Silicon Valley, with approximately 125,000 persons coming in to work in the daytime hours primarily in the electronics/computer industry. The City has four fire stations, including a large Headquarters station and provides basic fire protection services with 68 personnel, 57 of which being represented by the International Association of Firefighters, Local 1965. The Fire budget is approximatel $2.4 million annually, not including paramedic services, which are provided by the County. The department has gained a national reputation for fire prevention with very strong Fire Codes and master planning concepts.

Labor relations with the Firefighters' Union have evolved over a period of years, the Union first being formally recognized in 1970. In the mid-1970's, the Union started to endorse and work on campaigns of City Council candidates. Though some were elected to office, it did not result in the Firefighter's expectations for salary and benefit adjustments. In the late 1970's, the Union put on a sustained drive to obtain the 2 percent at 50 retirement benefit for its membership. Being unsuccessful at the bargaining table in 1978, the Union went into an eight-week slowdown, refusing to perform anything other than emergency services. This led to pay docking and other disciplinary actions by the City. The 1978 slowdown was followed by a firefighter initiative drive which was sent to the electorate in the spring of 1979 calling for binding arbitration. The Union was successful in obtaining signatures by convincing the public that arbitration would outlaw strikes, ignoring the fact that Firefighter strikes already were illegal. After a very active campaign, the arbitration measure was defeated by an approximately 2 to 1 vote. In 1979, the Union signed a one-year agreement which expired in June 1980. All of these unsuccessful efforts by the Firefighters resulted in considerable frustration, since they were neither successful with the community in the political process nor with the City at the bargaining table. Again in June 1980, retirement became an issue and the Union president was quoted as saying, "We won't make the same mistakes we made in 1978."

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How It Occurred

In Santa Clara County, of the public agencies employing firefighters, only two out of over a dozen do not provide the 2 percent at 50 retirement program. For the last several years, this has been a rallying cry for both Fire and Police Unions as they feel the City has refused to pay the standard paid other agencies. The City's position has been that the 2 percent at 50 retirement system is expensive, inflationary, and greatly exceeds what is available to the residents of its community and their places of employment. A major concern also has been that it is very difficult to forecast the future costs of improvements in retirement, and once given, in periods of high inflation, the City might have a very difficult time funding them. The City has offered alternatives but has stood strong against the 2 percent at 50 program. In the spring of 1980, both Police and Fire Unions elected more militant members to their leadership and their negotiating committees. Early in negotiations, they formed "the defiance alliance" to obtain large salary increases and particularly the 2 percent at 50 retirement benefit. Negotiations began in April and reached impasse over retirement with both groups in mid-June. Thereafter, both groups started informational picketing at City Hall and active press campaigns with appeals to the public to obtain their retirement program. Mediation was begun with both groups through the State Mediation and Conciliation Service. This went on for several weeks, and in the midst of a July 18 mediation session, the Firefighters' Union walked out on strike without giving any notice to the City, the mediator or the Police Union.

Chronology

The strike encompassed a period of 39 days, the second longest Firefighters' strike in the State. At noon on Friday, July 18, all but 2 of the 57 represented personnel walked off the job. For the first 48 hours, the City provided fire protection with management personnel and personnel from other departments, particularly Public Works, at the Headquarters station. It soon became evident that staffing with volunteer personnel was not going to be adequate due to a lack of training and their difficulty in coping with extreme unpleasantries and threats by some striking Firefighters. There were not enough management personnel to man the fire equipment on a 24-hour a day basis due in part to the fact that all the supervisors (Fire Captains) were in the bargaining unit. The City then decided to hire replacement personnel in order to provide fire protection. On July 20, the City began to bring in replacement personnel in the form of temporary firefighters from Southern California. These Firefighters were trained and experienced, and many were actually on leave from their regular firefighters' jobs. In addition, a public information specialist was obtained to assist the City in communicating its story to the media.

At the same time, the strike was complicated by a 2-day sick-in of represented Police personnel. During the evenings of these two days, the Police Department was manned primarily by management and probationary personnel. On Monday, July 21, the City went to court and obtained a temporary restraining order banning picketing on the basis that a strike by Firefighters violated the State Government

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Code and was illegal. Several weeks later this was replaced by a preliminary injunction limiting picketing. Talks continued with the Police Association but it was not until late July that the City met with the Firefighters' Union.

In early August, the City settled with the Police Association on an 18-month contract providing some improvements in retirement, but not the 2 percent at 50 retirement program. Having resolved one-half of the labor problem, all efforts then turned to the strike. The City spent the first half of August attempting to negotiate an agreement with the Firefighters but continued to be frustrated by their high expectations of a victory through strike. On August 17, the City negotiating team presented its final offer to the Union in the form of a proposed two-year agreement. The union refused the agreement since it did not contain complete amnesty for the local and the International Union. The City Council then took unilateral action by adopting the two-year contract. This action did not grant total amnesty to striking personnel and the Union. The City Council felt very strongly that amnesty was inappropriate. The Union's request for immunity from damages, as well as its demand that the City make a deal with the District Attorney to dismiss criminal charges against Firefighters already filed as a result of the strike, was an improper action and therefore one which the City did not want to take. The Council did, however, adopt a nondiscrimination policy to protect strikers and nonstrikers from punitive actions. Concurrently, on August 18, the City was sued by "taxpayers" supported by the Union to prevent the City from spending money to hire temporary firefighters. This action was later dismissed by the Courts, reaffirming the City's ability to manage the strike situation.

The City Council then set August 20 as the deadline for Firefighters to return to work. If they did not, the City staff was instructed to permanently replace them. On August 20, two employees did return to work, the rest refusing and demanding total amnesty for the Union and the International. On August 21, the City initiated the hiring of permanent replacement personnel from our existing eligible list, hiring two on the 22nd and one on the 23rd. Over the weekend of August 22 through 25, there were numerous attempts by the Union and the State mediator to set up meetings and resolve the amnesty issue in the Union's favor. There were also calls from the Governor's Office to individual Councilmembers attempting to put pressure on the Council, as it was apparent that the International Union was putting pressure on the Governor's Office. None of these efforts altered the situation. The City negotiating team spent the entire day of August 25 attempting to resolve workable language in an agreement to provide some of the Unions's desires for amnesty but without giving up the City's right to damages for the strike.

At the regular meeting of the City Council on the evening of August 25, the Firefighters turned out in force accompanied by their wives and children, many of them making emotional appeals to the Council to settle the strike in their favor. The Council responded by each member making an individual statement on their views of the strike, negotiations and the Council's role. Without exception, each Councilmember indicated a desire for the strikers to immediately return to work, but that they had gone as far as they were willing to go through the offer of a fair package. The president of the

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Union in a second and dramatic address to the Council, indicated he was calling a Union meeting and recommending to the Firefighters that they return to work. He added that Union members were not giving up, but were beginning a new kind of fight, "We will continue to struggle...from inside the firehouses." Later that evening, word came back that the Union had voted to return to work. The Council then decided to take all striking personnel back under the terms of the unilateral package. On August 27, the striking Fire personnel returned to work without a contract under the terms of the City Council. However, on August 28, the Union sued the City over alleged violations of the Myers-Milias-Brown Act and the Brown Act relative to the City's unilateral adoption of wages and benefits.

In mid-October, a Superior Court Judge, in an apparent attempt to resolve the suit by giving something to both sides, decided in the City's favor on the Brown Act and in the Union's favor on the Myers-Milias-Brown Act. He therefore ordered the City to meet and confer with the Union and set aside the resolution which had enacted the unilateral increases. The City complied fully with the judge's orders, rolling back salary and fringe benefit increases that had been unilaterally granted, as well as attempting to negotiate an agreement with the Union. This rollback of wages and benefits, a natural consequence of the Union's "successful" lawsuit, was bitterly resented by the Union, and in retrospect it is difficult to see that the Union won anything at all. The period of late October through early December involved negotiations with the Union in which they attempted to gain full amnesty for the International and Local--the only apparent basis for their suit. They have been unsuccessful in doing this, and at this time negotiations are still unresolved, with the Union unhappily working under 1979 salary and benefit levels.

Planning for a Strike

There are a number of things that may be done to prepare for labor action. This City has found that there are two major areas in which an agency can lose a strike: one is the inability to provide maintenance of services, particularly public safety services, and the second is public information and the failure to communicate the agency's positions on the issues to the public, thus gaining its support. Most of our efforts on contingency planning were directed in these two areas.

You will find that public information is both a difficult and extremely important area. The City, throughout negotiations, had always attempted to negotiate in private on the assumption that issues are more easily resolved at the private bargaining table than in the press. When impasse was reached, the Unions immediately went public, thus forcing the City to make some statements to the press. Staff and Council responded, and continued an active information program until the strike. Based on advice from other agencies that had been involved in strikes, the City hired a public information specialist on the third day of the strike. This specialist was not only skilled in public agency information but also in the nature of a labor dispute and the problems involved in it. His responsibility was to control rumors, aggressively communicate the City's position to the press and media, to handle calls from the public, to answer letters on behalf of the Council, and, very importantly, to free management and Fire management staff to handle the logistics of coping with the strike, while not having

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to deal with the press. Often, City staff can be stretched much too thin by trying to cope with both fronts. One of the most important responsibilities of the public information specialist, especially in the early days of the strike, was to explain the retirement issue and its costs so that there would be some understanding and support from the public, to assure the public that fire protection services were available and that they were not in any danger should there be an emergency. It should be noted, however, that a public information specialist may not understand all the peculiarities of the community. There is, therefore, a need for control of the specialist, and his regular press briefing. In this way, the specialist will be disseminating correct information and is kept abreast of those matters which are necessary for him to know.

The second major effort by the Council was the development of a letter, signed by all of the Councilmembers, which explained the issues in the dispute and which was mailed to every residence in the City of Mountain View early in the strike. This helped to communicate the City's position and turned out to be an effective tool in eliciting public support and understanding of the City Council's stand. A copy of this letter is attached to this report.

Oddly enough, the area of maintenance of services was a relatively easy one as the options narrowed quickly. The City had included in its contingency planning the following methods of maintaining services: (1) use of management and volunteer personnel (earlier explained as unworkable), (2) use of mutual aid, (3) use of State Forestry, (4) hiring temporaries. The Office of Emergency Services at the State level indicated early in the strike that the Forestry Service would not respond unless there were several incidences of severe fire losses. This was unacceptable, virtually saying the barn door would be closed after the horse had left. Mutual aid was also a questionable area--all local agencies' public officials indicated they would respond to mutual aid but the Union presidents indicated they would not. Most managers and mayors took a strong stand, and indicating they would respond in every instance, while some mayors, while giving apparent support in private, declined to make any "on the record" commitments. Two cities offered to send their management personnel to help staff the stations. The City decided it would not call for mutual aid unless it experienced a major problem. This left hiring temporary personnel as the most viable alternative. The City then hired temporary personnel who were trained in fire service and had, for the most part, worked in strike situations previously. The City initially manned one station with a full shift staff, responding to all calls at the same level of staffing that it did prior to the strike. This hiring of temporary personnel worked out fairly well. Much of this aspect and other portions of prior planning were based on the experience of the cities of San Mateo, Sacramento, and Vernon. In addition, the slowdown in 1978 provided a sort of rehearsal to test the contingency planning and lead to some refinement as a result. Thus, the City had spent some time and effort getting ready and testing out plans prior to the strike actually occurring.

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One of the major areas of concern to the City was security. In the first several hours of the strike, all fire stations and equipment had to be secured as well as the homes of political leaders, management personnel, and particularly nonstriking Firefighters. This security was maintained throughout the strike and was expensive. In addition, all fire stations had to be protected by uniformed Police personnel being called back at overtime rates, and police vehicles had to respond with the fire units manned by the temporaries in order to prevent harrassment by striking personnel. Obviously, security was a very expensive proposition.

In addition, the strike resulted in City personnel being drawn off their regular jobs to help out with strike activities. This had the effect of deferring normal work for quite a period of time in order that strike functions might be carried out. In addition, the coordination of the strike was a major undertaking. The City finally found that a strategy team, meeting daily, and comprised of the City Manager, City Attorney, Fire Chief, Police Chief, and the Assistant City Manager, (the latter of whom is responsible for strike corrdination and negotiations), was a very valuable way to plan and conduct the strike. Prior to undertaking this strategy team approach, there was considerable difficulty in formulating plans and executing them.

Legal

During the strike, there were several actions undertaken by the City in the legal area that are worth sharing. First, the City hired a labor relations specialist. This was a firm to work with the City Attorney and shoulder much of the work load. It was found that by hiring an outside specialist, they had both the time and the expertise to provide the assistance needed.

There are several important factors involved in the legal area. First, in seeking legal action, the City should examine the effects on other City operations as a result of the strike. For example, picketing can stop dump operations, construction projects, or, in the case of San Mateo, racetrack operations which then limits revenues to the city. Second, the role of the District Attorney: the District Attorney's Office in Santa Clara County indicated it would not issue a criminal complaint unless there was a provable criminal case that would be a violation even without the strike. This limited the effectiveness of the restraining orders granted because the District Attorney's Office declined to prosecute for violations of PC166--willful disobedience of a court order.

In general, the City's legal approach was to limit the picketing and attempted interruptions of fire services and not to force the employees back to work. Some staff members felt quite strongly that the only way that strikes will be prevented in the future was for the employees to feel the effect in the pocketbook, and if they were forced back to work before that occurred, it would not help deter strikes in the future.

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Role of the Council

The role of the Council was very important, and it involved policy working and communication with the public. The Council had given prior approval to the contingency plan but limited its activities to policy making. Avoiding direct involvement in the implementation of specifics of the plan was of great importance since it was a 7-day-a-week, 12-hour-a-day job which is not really appropriate for the policy makers to be doing. This gave the Council time to work with the community to keep it aware of the strike issues and progress, and generally elicit community support for the City's positions. Obviously, the Council needed to be kept aware of the strike and what was happening, therefore, there were regular executive sessions, frequently several times a week, depending on the nature and phase of the strike.

In the Mountain View strike, there were many attempts by the striking Firefighters to contact and negotiate directly with the Council rather than with the management negotiating team, and there were attempts by third parties such as the Governor's Office to exert pressure on the Council to negotiate directly with the Union. These end runs were not effective and the Council declined to negotiate directly. The most fruitful negotiations are through the management negotiating team, and end runs in negotiations with individual Councilmembers can only lead to mixed signals and more difficulties in negotiations.

Another important role of the Council was to publicly support and authorize the necessary actions to implement the contingency plans. It is important in terms of community credibility and to the Union membership to know that what the management team is doing is supported by the Council. Indeed there were some Union activities directed towards individual Councilmembers in an apparent attempt to undermine this support. At one point during the strike, all the Councilmembers' homes were picketed. It was necessary to provide security for Councilmembers' homes. There were threatening calls made to the homes, primarily the management staff. Most efforts caused some discomfort but little else. These attempts at intimidation all were unsuccessful in changing Council attitudes or positions.

Finance

It should be noted that the cost of a public safety strike is high. Unlike strikes in other areas of public employment where the personnel do not need to be replaced and tax revenues still continue to flow in, public safety personnel must be replaced, and it is an expensive undertaking. In addition, in a fire strike, there is overtime paid to management and police personnel, a tremendous amount of security necessary for fire stations, management employees' homes to be protected, legal assistance, public information assistance, and the one-time purchase of equipment. Things that were not anticipated prior to the strike, such as the employees walking off the job with portable radios and turnout gear, caused complications in terms of replacement and one-time expenditures. However, it should be remembered that as part of a post-strike action plan, the out-of-pocket costs can be successfully recovered from the Union by a damages lawsuit if not excluded in final settlement.

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There is a need for overall control of the financial portions of the contingency plan. A fund needs to be set up and someone on the management team designated to keep track of, oversee and authorize expenditures, and also to keep good records of costs in order that they may be used in damage suits. You should know that there will be some public criticism of strike costs. Things will be said, such as "the cost of the benefit is much less than the cost of the strike." In those instances, it is important to remember that if an agency gives in to a strike just once, even if they do save the cost of the strike in that one instance, the cost of additional benefits and salary increases that will be given under the threat of strike in the future will more than offset the one-time cost of managing a strike. In Mountain View, the cost of the strike was approximately twice what it would have been to employ the regular personnel during that same period of time.

Personal Effects

One of the least appreciated aspects of a strike is the personal effect it has on the political and management personnel and other employees of an agency. It causes considerable stress, pressure, and the consumption of enormous amounts of time and energy. For example, those Councilmembers with local businesses had their telephones jammed and there were attempts to disrupt their businesses. In addition, homes were picketed, there were some threatening calls made, and there was a lot of stress put on families and personal relationships. The great number of hours that are required of staff to cope with the strike, interruption of vacations and personal life, the amount of time and separation can have a devastating effect and can lead to serious and long-term family problems. In the situation of Mountain View, the management personnel lost the entire summer of normal work as well as their personal plans for vacations and the like. In a sense, it was, for those working on the strike, like spending several months at war, separated from home and family. In addition, the friendships that exist at work and relationships between managers, Council, and employees are permanently changed. The emotional impact of persons being on strike and other persons helping to cope with the strike sever long-lasting relationships and cause things to be said and done that do not happen in normal times. On the other hand, it draws together those coping with the situation in stronger and long-lasting working relationships. In addition, it should be noted that it takes a certain type of personality to cope with a strike. A strike has many emotional ups and downs with intense involvement as well as a great number of fatiguing hours. In assigning responsibilities to staff, one should bear in mind that certain abilities to cope with the pace and emotion of the strike are necessary from people who are going to be responsible for daily implementation.

Post-Strike Assessment

Though the employees are back at work, the strike is not really over. A permanent schism has developed between the Firefighters, the City, its employees, and the community. The hurt runs very deep and at this point there is no indication that recovery will be anything other than a long process. The Union is attempting to fine employees

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who returned to work without Union approval, is treating the nonstrikers and returnees as well as the new hires in a discriminatory manner such as not including them in a Thanksgiving dinner. Productivity has a long way to go in order to return to what it was during the prestrike days. The situation over the labor agreement is still unresolved, with the Firefighters desiring the economic terms of the agreement but not willing to sign an agreement unless the City includes the amnesty language they seek. The City is still considering possible suits, including one for damages during the strike. Thus, the entire negotiation situation is very much up in the air with a new negotiating period coming up. In our opinion attitudes of the union leadership are still bad, with very negative things being communicated about Council and management as well as the community and other employees. The department has considered some measures to try and restore more normalcy, but rebuilding and team building efforts are still pretty much a ways off as long as the negotiation situation is still unresolved. This situation, however, is not unexpected and is fairly typical of what happens to other agencies in a post-strike situation.

In conclusion, a labor action is probably one of the most difficult issues for a community to face. It presents problems and challenges that encourage taking the easier road of giving in to a union's demands, particularly to Police and Fire who are popular in the community. It is, however, the responsibility of public officials to make and follow policies that are in the best interest of the overall community, and not give in to threats and job actions. A strike is manageable, even if it is unpleasant, and you should take the stand that your conscience requires. With good planning and strong leadership, you can successfully cope with a strike.

Acknowledgement

This report has been prepared by three authors who played a certain role in the handling of our City's strike. We certainly were not the only persons involved. The City Manager, Bruce Liedstrand, the Vice Mayor, Marilyn Perry, and Councilmembers Patricia Figueroa, Angelo Frosolone, Leslie Nichols, Ronald Packard and Richard Wilmuth, along with numerous other City officials also played a co-equal and vital role in the City's activities. Without the unanimity of effort and purpose, the successful termination of Mountain View's labor actions would not have been possible.

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