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Collective Bargaining in Paper and Allied Products Industry

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COLLECTIVE BARGAINING IN PAPER AND ALLIED PRODUCTS INDUSTRY

Summary

The manufacture of paper and allied products includes the production of pulp, the conversion of pulp into paper and paperboard, and the fabrication of paper and paperboard into the wide variety of articles generally described as converted paper products. The production of pulp and its conversion into paper or paperboard are usually carried on as integrated processes within a single establishment. Converted paper products, however, are more commonly made in independent plants that obtain their raw materials from the primary paper mills.

The pulp and primary paper mills are situated chiefly near the source of their principal raw material, pulp wood. Consequently, there is a heavy concentration of paper manufacture in the Northeastern and Lake States, the Pacific Northwest, and the South. On the other hand, paper-converting plants tend to establish themselves near their markets. Because of the widespread use of paper products, substantial numbers of paper-converting establishments are found in every section of the country.

The manufacture of pulp and primary paper is carried on in relatively large establishments, situated as a rule outside of the most populous areas, whereas the paper converting plants are smaller on the average and are commonly found in the large metropolitan districts. The pulp and primary paper branch employs very few female workers, but about 40 percent of the workers in the converting branch are women. Total employment is estimated to be about 150,000 in each branch.

Unions in the Industry

Labor organization in this industry began on a significant scale in 1893 when the International Brotherhood of Papermakers was chartered by the American Federation of Labor. The jurisdiction of this union was originally limited to machine tenders and beater engineers, but shortly after its founding was extended to cover the entire pulp and primary paper industry. Despite the broad scope of its

jurisdiction, membership in the International Brotherhood of Paper-makers was generally limited to the skilled employees of the paper mills. As a result, a strong movement developed for a separate organization to represent the less skilled employees. An independent union, established in 1906, drew heavily from the membership of the Papermakers' organization and seriously threatened its existence. In 1909 the American Federation of Labor redefined the jurisdiction of the International Brotherhood of Papermakers to include only "the skilled workers in the machine and beater rooms and subsequent processes" and issued a separate charter to the new Brotherhood of Pulp, Sulphite and Paper Mill Workers. These two organizations are now the most important American Federation of Labor unions in the industry, although the United Wall Paper Craftsmen and Workers of America is predominant in the wallpaper branch and the unions of Bookbinders and Pressmen also have some members in the industry.

The C. I. O. became active in the industry in the fall of 1940 when the name of the United Playthings and Novelty Workers' Union was changed to the United Paper, Novelty, and Toy Workers' Union, the new organization taking over about 30 local industrial unions that had been formed in converted paper products plants. The most recent organization to enter the paper and allied products industry is District 50 of the United Mine Workers of America, which originally covered only the gas, byproducts, coke, and chemical industries, but which has been expanding its jurisdiction to include other industries in which chemical processes play a significant part. At present this union has agreements with four large primary paper companies as well as some smaller companies.

In general, the jurisdictional claims of the various unions fall within one or the other of the two branches of the industry. Thus, the International Brotherhood of Papermakers is for the most part limited to the pulp and primary paper branch, while the International Brotherhood of Pulp, Sulphite and Paper Mill Workers claims jurisdiction over the common laborers in paper mills and over all types of workers in paper-converting operations. Organizational activities of the United Paper, Novelty and Toy Workers' have been limited to the converting division, whereas District 50 of the United Mine Workers is active in the pulp and primary paper branch. The A. F. of L. printing-trades unions, whose agreements cover about 5 percent of the total number of paper and allied products employees under agreement, limit their organizational activities to incidental processes in the manufacture of converted paper products, such as bookbinding and printing. The United Wall Paper Craftsmen and Workers (A. F. of L.) with a present membership of somewhat over 4,000, have an industry-wide agreement covering nearly all wallpaper companies.

Membership reported at the 1941 convention of the American Federation of Labor was 25,800 for the International Brotherhood of Papermakers and 44,200 for the Pulp, Sulphite, and Paper Mill Workers.¹ Since the membership of the United Paper, Novelty and Toy Workers and that of District 50 include many workers not attached to the paper industry, no exact figures can be given for the C. I. O. representation.

Union Agreements

About two-fifths of the workers in pulp and primary paper mills and about one-fifth of those in converting establishments are covered by union agreements at the present time. The two American Federation of Labor unions, the Papermakers and the Pulp Workers, together cover about 80 percent of the total number of workers under agreement. In a majority of the large companies, agreements are negotiated jointly by these two unions.

The outstanding agreement in the industry is that negotiated by the Pacific Coast Paper and Pulp Association with both of these unions. It includes 34 of about 37 major Pacific Coast mills and covers over 15,000 wage earners, accounting for nearly 20 percent of the total United States coverage of the two unions. The agreement was first reached in August 1934, and since then has been renewed annually. Little difficulty has been experienced by the contracting parties in renewing the agreement. A dispute within the unions as to the extent of local autonomy was resolved by a compromise which permits the local unions a voice in the formulation of the agreements proposed to the employers but which requires universal acceptance of the final negotiated draft after ratification by a majority of the membership.

The following description of leading provisions of collective agreements in the paper and allied products industry is based on an analysis of 84 agreements, including the Pacific Coast agreement. In addition to the latter, the analysis includes 36 agreements negotiated by the Brotherhood of Pulp, Sulphite and Paper Mill Workers, 29 by the Brotherhood of Papermakers, 15 by the United Paper, Novelty and Toy Workers, and 3 by District 50 of the United Mine Workers.

UNION STATUS

About 60 percent of the agreements on file for the paper and allied products industry contain union-shop provisions requiring membership in good standing in the union, generally within 30 days of hiring. About half of these, including among the larger companies the Con-

¹ Between one-fourth and one-third of the members in the two major American Federation of Labor unions are employed in Canada. (Proceedings of 19th Convention of International Brotherhood of Papermakers, p. 50).

solidated Water Power & Paper Co. and the Great Northern Corporation, specify preferential hiring of union members. The check-off is rarely provided except in some agreements negotiated by the United Paper, Novelty, and Toy Workers, a few of which require individual authorization by the union members.

About a fifth of the Papermakers' and Pulp Workers' agreements, including the Pacific Coast agreement, embody maintenance-of-membership clauses which provide that union members, or those who become union members, must thereafter maintain such membership in good standing as a condition of employment. Maintenance of membership is also provided for in a few C. I. O. paper agreements. The companies signatory to the Coast agreement agree to cooperate with the union "in every proper and lawful way to assist in obtaining and retaining members." In the event that an employee is expelled from or denied entry into either union, he may refer his case to the international president of the union who has final voice in the matter. Pending such final decision, he may continue working if he has filed a brief with the local mill manager. This type of provision is duplicated in several other Papermakers' and Pulp Workers' agreements as well as in one negotiated by District 50 of the United Mine Workers.

Nearly all of the remaining agreements analyzed recognize the union as sole bargaining agent for all employees, except of course those occupational groups usually excluded from agreement coverage, such as administrators, supervisors, sales, research, clerical, accounting, and other office personnel. In a very few cases, however, the union is recognized as bargaining agent for its members only, and in one case this type of clause is combined with a maintenance-of-membership provision.

Almost all the agreements permit the use of bulletin boards for union postings, and allow limited leave of absence for the purpose of executing authorized union business.

WAGES

Two wage orders of the Federal Wage and Hour Administrator have set 40 cents as the lowest rate that may be paid in the pulp and primary paper industry, but allow differential minima of 36, 38, and 40 cents in the various converted paper products industries.²

The minimum wages for male employees, set by agreements, range from the above rates up to 75 cents an hour. Wage levels for pulp and primary paper are generally higher than for converted paper products. The minima in this division cluster around 60 cents per hour, whereas in agreements covering converted paper establishments, the lowest rates are more often around 50 cents per hour.

² Title 29, Ch. V, Code of Federal Regulations, Pts. 535 and 538.

The Coast agreement sets a basic hourly rate of 75 cents for male workers and 62½ cents for female workers. Detailed job descriptions which differentiate between men's and women's jobs are appended to the agreement, and women and males under 21 years of age may not work at men's jobs unless they receive equal pay. Men under 21 may work at women's jobs and may continue working at them after that age until such time as a transfer is feasible. Otherwise men are not to be placed on women's jobs at women's rates.

The hiring rate is fixed at no more than 6 cents less than the base rate and the beginner must be raised to the base rate on or before the completion of 3 months' service. Four classes of mechanics are distinguished, with rates ranging from 85 cents for helpers to \$1.10 and over for Class A mechanics. Bonus and premium plans are specifically prohibited.

Wage Changes

About one-third of the agreements make some specific provision for wage changes during the life of the agreement. A small number preclude such changes, while the remainder make no statement in regard to interim adjustments. The Coast agreement maintains the established wages throughout its yearly term, but provides that changes may be made by negotiation if notice is given 30 days prior to the annual expiration of the agreement.

The most common provision for reopening the wage schedule stipulates mandatory reconsideration of the subject upon the request of either party after advance notice, usually 30 but in some cases 60 days. Although in most instances the notice may be served at any time during the life of the agreement, a few prohibit such action until 3 or 6 months after the signing of the agreement.

Two agreements, one of the Papermakers and one of District 50 of the United Mine Workers, link the wage level to the cost of living. The latter provides for an hourly increase of 2 cents should the cost of living, as indicated by the Massachusetts Department of Labor index, rise 5 percent or more in a 6-month period. The other simply obliges the parties to reconsider the wage schedule when the United States Bureau of Labor Statistics cost-of-living index rises 3 percent above its level on the date the agreement was reached. A third agreement provides for reconsideration of wages upon any "general change in the level of business activity."

Piece rates and day rates may, in a small number of cases, be changed by management alone, but a few of these agreements require that the union be given 30 days' notice. An equal number of agreements, however, permit no change in piece or day rates without complete agreement by both parties. One agreement provides for special arbitration of wage disputes, whereas most include wages with other questions that may be arbitrated.

Minimum Call Pay

Well over half of the agreements contain requirements for the compensation of employees who report for work at their usual hour, or other required time, without having been notified sufficiently in advance that no work is available for them. The Coast agreement guarantees 2 hours' pay at the employee's regular rate. If he already has begun work and then is asked to stop because there is no more to be done, a minimum of 4 hours' pay is awarded. This clause does not apply if the unavailability of work is caused by a major break-down, accident, or interruption of power beyond the company's control. The same compensation is required by almost half the Papermakers' and Pulp Workers' agreements, but about one-third guarantee 4, rather than 2 hours' pay. Clauses stipulating 3 hours' pay occur in a few cases. The payment of at least 4 hours' wages at the employee's usual rate is also provided if the employee is put on some substitute work when his own is not available.

About half the agreements provide special compensation for employees called to work outside of the hours of their regular shift, or, in fewer cases, to a day worker similarly called. Since shift arrangements are more common in primary paper production than in paper conversion, such provisions are more often found in agreements with primary paper firms. The standards of payment for call time vary considerably from agreement to agreement and in different situations. They range from time and a half for all work done to a guaranteed minimum of 4 hours at the regular rate. In the Coast agreement, a day worker called to work at other than his regular time is paid 2 hours' call time plus time actually worked. Similar payment is made to a tour worker called in before the start of his regular shift, but not for a single recall during an incomplete shift upon which work has been suspended for more than 1 hour.

Repair Work and Changing Screens

The wire screens in the Fourdrinier machines, upon which the pulp fibers are shaken to form a matted sheet, require periodic change. Similarly, the "felts" which are used in the process of pressing and drying the fibrous mats must be changed after a certain amount of use. Most agreements contain special pay provisions for such changes and for emergency repair work. Little uniformity exists in the agreements as to rates of pay for these operations. Some set forth a fixed basis for compensating such work, no matter when performed, but the bases are different in almost every case, ranging from a minimum guaranty of 3 hours' pay or time and a half actual time, whichever is greater, to a maximum of 6 hours' pay. Other agreements have different rates for changes made before the worker's own shift, for those made after,

and again for changes made during his shift. By and large, the provisions work out to yield a minimum of about 4 hours' pay.

On any one change performed by a worker called in at some time other than his own shift, the Coast agreement provides for 2 hours' call pay, plus pay for time worked, but not less than a total of 4 hours on any one wire or felt. Changes performed on time immediately prior to, or after, the worker's shift, are paid for on the basis of the time worked plus 2 hours' extra time. These provisions also apply to tour workers when working on machines other than their own. If the change is performed during a worker's shift, but on a machine other than his own, he receives 2 hours' extra pay.

Transfer Rates

Almost all the agreements make provisions for the wages to be paid to employees temporarily transferred to some work other than their own. The large majority provide for payment of the higher wage when the new job bears a higher return, and payment of the accustomed rate when the new job pays less. A very few agreements provide for payment at the rate of the job performed, whether higher or lower than the original job rate of the transferee.

HOURS, OVERTIME, AND SHIFT PROVISIONS

Well over four-fifths of the agreements, including the Coast agreement and others of large coverage, provide for a maximum 8-hour day and 40-hour week, with pay at the rate of time and a half for overtime work. Several agreements provide for overtime pay to shift workers for work in excess of 40 hours a week but do not specify the maximum hours per day. Almost one-tenth of the agreements, as originally drafted, set a 48-hour week. Such provisions are now displaced by the Fair Labor Standards Act which limits regular working hours to 40. Most of the others state simply that hours are subject to the requirements of the Wage and Hour Administration.

Unlike some other continuous-process industries, the paper and pulp industry does not operate 7 days per week. Shut-downs on Sunday are the rule. Although only a few agreements specify a 5-day week for individual employees, a number of others indirectly make the same provision, and in practice, the 5-day workweek is widespread. In the agreements making specific provision, generally in conversion plants, Saturday work is grouped with Sunday and holiday work as warranting penalty pay, usually at the rate of time and a half. Only a negligible number of these agreements contain clauses permitting work on Saturday, to make up for a previous midweek holiday. One agreement allows straight time for work on Saturday morning, but time and a half for Saturday afternoon and double time for all work over 8 hours on Saturday.

The agreements which imply the 5-day week provide a day off in addition to prohibiting Sunday work. This is a common practice in the paper and pulp mills, 6-day continuous operation being maintained by means of a swing shift which fills in where workers are out on their day off. In one case, work on the day off is compensated for at the rate of time and a half for actual hours worked, provided that 8 hours' pay is the minimum compensation. Another clause sets a rate of time and a half, with a minimum of 3 hours. A third stipulates an allowance of 3 hours' pay in addition to actual time worked.

Sundays and Holidays

The great majority of the agreements prohibit work on Sunday, except in the event of emergencies and often then only with consent of the union. When work is performed on Sunday, pay at the rate of time and a half is provided for in most agreements, double time in a few. Sunday work at the rate of time and a half is permitted by the International Paper Co. agreement, when the company deems it necessary.

The number of holidays named in the agreements varies from three to seven, but is typically six. In only a very few cases are holidays granted with pay. Time and a half is the usual payment for holiday work, although double time is specified in a number of agreements. In the Coast agreement, 3-shift continuous operations in the industry are interrupted on Sundays, Independence Day, Labor Day, and Christmas Day. No work may be done on these days save in the protection of life and property or "major" maintenance and repair work, the interpretation of which the union may contest. In such cases, time and a half is to be paid. The Christmas holiday is to be so scheduled as to give each worker 24 hours off.

Shift Arrangements

The nature of the productive process in the pulp and primary paper industry is necessarily continuous, and shift operations are therefore universal, except (as above indicated) that no work is done on Sundays. Since continuous-process operations are not necessary in converted plants, multiple-shift arrangements are rarely made except temporarily to increase production. In the pulp and primary paper agreements, the number of shifts varies between three and four, three being most common. The Southern Kraft Co. agreement is an example of one applicable to four shifts, that of the International Paper Co. to three. Rotation of shifts is general, although stipulated in only a few agreements. Weekly rotation is provided for by the International Paper Co. but in actual practice in the industry at large the usual rotation cycle extends over 4 weeks. Management agrees to avoid split shifts in the Coast agreement.

Only a small number of agreements provide for joint employer-union regulation of shifts. Two agreements, including that with Consolidated Water Power & Paper Co., allow a change from three shifts to four if acceptable to the union. Others simply require that the employer give reasonable notice of schedule changes. In the Coast agreement, the schedule of shifts in effect at the time the agreement was signed is to continue unless changes are made necessary by pressing reasons of production. In the event of such change, the union is permitted to question the interpretation of the term "pressing."

Although none of the agreements provide for the lay-off of shift workers during the week in order to equalize overtime worked on a particular day, compliance with certain provisions in the agreements would, in many cases, require such a practice. Thus, the Coast, Southern Kraft, and most other pulp and primary paper agreements stipulate that no overtime be paid a tour worker whose extra hours are occasioned by the failure of the worker on the next shift to relieve him or to notify the company in reasonable time of his inability to appear. Under such provisions, if a tour worker who had served an extra shift were not laid off at some subsequent time during the week to equalize his overtime work, the employer would be obliged by the Fair Labor Standards Act to pay for the hours worked over 40, at a penalty rate. Thus, lay-offs to equalize such work must be made if, in accordance with the agreements' provisions, no overtime may be paid for working a double shift or a part of a second shift.

The practice of equalizing overtime is implied in the provisions of still another small group of agreements. Several, although providing that day workers be compensated for daily overtime, allow only weekly overtime to workers engaged in continuous processes. This permits the employer to introduce a certain elasticity into the work-day of the shift worker, without having to bear the added cost of the penalty rate. For example, if a tour worker is required to work extra hours on any day during the week, he may be laid off a number of hours later in the week to equalize this overtime and thus keep within the 40-hour week. The International Paper Co. agreement permits the extension of the daily stint by specifying overtime for the tour worker only for Sunday and holiday work, while the Great Northern agreement pays tour workers overtime only for extra hours spent on other than tour work. Equalization lay-offs must be made under both these agreements in order that the employer be not obliged to pay for daily overtime work.

VACATIONS

Over 60 percent of the agreements establish vacations with pay for regular employees. Of these, nearly three-fourths provide for 1 week's vacation after being in the company's employ 1 year. One

also gives 2 weeks' vacation after service of 2 years, and another after 3 years. Most of the remaining agreements with vacation clauses establish 1 week's vacation only after 2 years' employment. One agreement specifies periods of vacation varying with the number of hours worked in the past year. Two agreements provide 2 days' vacation after 1 year's service.

Several of the agreements which award 1 week after 1 year of service require that the employee, in order to qualify for a vacation, must have actually worked during the preceding year a specified minimum number of hours, generally about 1,600, but ranging from 960 to 1,800. Three of these agreements also grant 2-day vacations to employees with 6 months' service, or, in one case, after not less than 1,040 hours of work during the preceding year. Similarly, half the agreements awarding 1 week after 2 years' service require a specified minimum number of actual working hours during the year immediately preceding the vacation.

Vacation pay is usually based on 40 hours at the employee's regular rate, or in several cases, 2 percent or "1/50" of his previous annual earnings. About one-fourth of the agreements with vacation clauses, including that for the Pacific Coast, do not permit pay allowances in lieu of vacation but require employees to take the vacation to which they are entitled. Only a few employers may grant either vacations or compensatory bonuses. As well as making the vacation obligatory, most of the agreements' provisions (including the Coast agreement), prohibit cumulation of vacation periods.

In almost every case the company reserves the right to designate the vacation period. Thus, one agreement permits the company to refuse to allow more than 2 percent of the employees in any department to take vacations at one time. A few agreements stipulate that all vacations be taken within a specified period, as in one case, from May first to December first; in another, from June first to October first.

SENIORITY, LAY-OFF, AND PROMOTION

Despite the fact that all but a very few of the agreements have provisions relating to seniority, the large majority of the agreements allow management to consider factors other than service, such as ability and experience, in questions of lay-off, rehiring, promotion, transfers, and shift assignments. Thus, the Southern Kraft and the Union Bag & Paper Co. (Savannah) agreements state that when all the factors constituting ability are equal, seniority shall govern. The International Paper Co. agreement and one other specifically permit management to base rehiring, promotion, and lay-offs solely on the worker's ability, without reference to length of service.

The role of the union in determination or application of a seniority rule is not made apparent in most of the agreements. Bases for the

determination of service rating as well as procedures for implementing the seniority clauses as a whole are either lacking or not clearly indicated, with the exception of a minority of the agreements which distinguish between departmental and plant-wide seniority, mostly designating the department as the unit. It is likely, then, that under most agreements questions of seniority receive their primary consideration under the regular grievance procedure where they are not subject to any exclusions. However, a few agreements permit the union to recommend employees for trial periods prior to promotion. The joint standing committees, established by the Coast agreement to hear grievances, also hear cases arising out of application or nonapplication of the seniority principle and may make recommendations, but management has the final decision.

Shift assignment on the basis of seniority is infrequently mentioned in the agreements, doubtless because of the general practice of shift rotation. "Bumping" (displacing an employee with less accrued service) is permitted in a few instances.

Only a small minority of agreements specify share-the-work plans when lay-offs become necessary. A few provide an equal division of work with reduction of hours to as low as 30 per week, after which lay-offs are made according to seniority. Two require that available work be shared and days per week be reduced to 3 and 4 respectively before lay-offs on the basis of service are made. In another agreement, the number of shifts is to be temporarily reduced and work equally divided among remaining employees, provided that the efficiency of the plant is not impaired or lowered.

Loss of seniority, discussed in only a few agreements, is occasioned by quitting or discharge. Also, if a laid-off employee fails to appear or give notice, usually within 72 hours, when solicited for reemployment, his seniority is lost.

MILITARY SERVICE

About one-third of the agreements make it obligatory for management to provide for the reemployment of selectees and volunteers for the armed forces after their period of serving, if application is made within a specified time, usually 40 days, and if the applicant retains his physical capacities as a wage earner. Some of these agreements provide for the cumulation of seniority during absence for military service, although most of them simply provide for the retention of seniority rights already accrued. A few agreements provide that vacation pay be granted, where eligibility is established, to workers upon being drafted. One, in addition to guaranteeing reemployment, awards 4 weeks' severance pay at the workers' regular rate.

HEALTH AND SAFETY

The large majority of the agreements include either specific safety provisions or express intent to comply with company rules which list desirable precautions. The Coast agreement states that employees are obliged to comply with such safety rules as may be issued and adds, "The union and the company shall cooperate in selecting one or more safety committees which will meet once a month to consider all safety problems." A requirement that employees submit to medical examination upon hiring or upon the desire of management is rather common. Thus one agreement states: "As a safety and sanitary measure, the company may require a medical exam before or during employment to be made by a competent physician hired by the company, without loss of time on the part of the employee. In case of injury or serious illness, while on duty, the company will provide means of conveying the employee to hospital or home, provided such conveyance is reasonably necessary." Another agreement specifically states that a medical examination is required "as a condition of employment." In none of these cases is provision made for appeal from the decision of the doctor designated by the company.

ADJUSTMENT OF DISPUTES

Grievance machinery in the paper industry is fairly well standardized. Almost all the agreements establish, except for minor variations, a procedure according to which the aggrieved employee presents his case to the foremen, or, in some instances, may have the shop committee do so. Failing satisfaction at this point, the committee goes through one or more steps during which it receives the services of the local union officers in conferences with successively higher management officials. Nearly all the agreements provide for the participation of the international union officers in the last step of grievance procedure.

Over two-thirds of the grievance provisions impose time limits upon the length of the successive steps involved, in order to prevent a settlement from becoming unduly delayed by protracted discussion at any one step. During the entire process, the aggrieved employee usually retains his status until all points of difference are resolved, except in cases of discharge.

In over half the agreements specific mention of discharge is made, most of these providing for handling disputed cases through the regular grievance machinery. This is also true of the Coast agreement. Generally, a discharge grievance must be registered in writing within 48 hours of the notice of termination, but in one case as much as 5 days is permitted. In almost all instances, a finding of insufficient support for the dismissal carries with it reinstatement and back pay

for time lost. In a few agreements, the amount of back pay is limited to 3 weeks. Full restoration of seniority is guaranteed in some clauses. A very small number retain discharge as an unqualified prerogative of the employer, eliminating it from grievance appeal.

In the great majority of cases, the grievance mechanism is established for the handling of any and all disputes arising out of wage or hour provisions, working conditions, etc. In a small number of agreements, however, certain exclusions or qualifications are made. One denies grievance status to a dispute arising out of application of the vacation clause. Another excludes the subjects of wages and hours from grievance consideration.

Arbitration of Disputes

All but a negligible percentage of the agreements make some provision for arbitration of unsettled grievances. The large majority provide that all disputes which cannot be settled through the grievance mechanism shall go to arbitration for final determination. A few agreements list arbitration simply as permissive and make no further provision. Where arbitration is permissive, either party presumably may refuse to have an issue arbitrated. This, of course, works against the party desiring adjustment, whose only outlet would then be economic pressure such as strikes and lock-outs. A very few, although providing for "arbitration," do not specifically endow the decision rendered with "final and binding" character.

A three-man arbitration board is most common, one member being chosen by each party with the two thus selected choosing a third to complete the board. In a few cases, each party selects two representatives, the four then to pick a fifth.

Somewhat over half the agreements impose time requirements for the completion of each step in the arbitration procedure. The most common allowance is 5 days for the choice of arbitrators, 5 days for the choice of an impartial third person, and then 15 days for decision. A number also make reference to the expenses of arbitration, either providing for a sharing of the entire cost or for sharing the cost of the impartial arbitrator only.

Well over half of the arbitration provisions anticipate the possibility of a deadlock in the selection of the third arbitrator, by providing the assistance of an outside agency or person in choosing the impartial chairman in event of such a deadlock. About a dozen name officers or agencies of the United States Department of Labor, including the Secretary of Labor, the Commissioner of Labor Statistics, and the Department's Conciliation Service. Four agreements designate the American Arbitration Association. Nine provide that the choice be made by Federal or State judges. Six name State labor boards or commissioners and one the governor of a State. Other sources

selected for assistance are churchmen and other private mediators, sometimes specifically named, other times not.

Usually any disputed matter may be referred to arbitration, although a few agreements exclude certain subjects. Two or three agreements require that grievance or arbitration adjustments "such as changing of hourly rates, hours of work, working conditions, and matters of like nature affecting the agreement shall meet the approval of all parties to agreement." In effect, thereby, the arbitration decision is not final on these matters. Several agreements exclude wages and hours, strike matters, or employment of union workers from the sphere of arbitration. One excepts discharge, hiring, promotion, and transfer disputes, while two others provide that questions of wages and hours are to be submitted to arbitration only when mutually agreed.

Dispute Adjustments in the Pacific Coast Agreement

Under the Pacific Coast agreement, joint standing committees are maintained in each mill for the purpose of handling disputes. Management appoints three representatives to the committee and each international union chooses three from its local membership. To be eligible for the position of committeeman an employee must have worked 1 year in the plant he represents. When a grievance arises, it is referred to the joint standing committee, consisting of the three management representatives sitting with the three representatives of the union involved.

If not satisfactorily settled within 5 days, a dispute may be referred to the international president of the union (or his representative) and an officer of the company, provided neither has previously judged the case. Final disposition of the grievance may be obtained by referring it to the Joint Relations Board of the Pacific Coast paper industry, whose decision is final and binding. If a member of the joint board is involved in a case brought before it, he is to be replaced by an alternate. When an employer loses he must stand all costs of the case.

The Joint Relations Board is established by a supplement to the Coast agreement, "to assist in the fulfillment of purposes set forth" in the main agreement. Membership consists of two representatives for each of the Brotherhoods, four for the employers, and one alternate for each, all appointments and changes requiring certification. To render any decision, three of the four representatives on each side must concur. Failing this requirement, an additional member is chosen within 5 days by a judge of the United States District Court having jurisdiction where the Board is sitting. Since block votes are cast by the union and the employer representatives, the one outside member usually has the deciding vote. Both employers and unions

have the privilege of retaining not more than three advisers (for the union this means officers or appointees of the international union) who may call and question witnesses. The supplementary agreement establishing the board continues until 90-day notice to disestablish it is served by both unions or a majority of the employers. If any employer terminates his particular contract with the unions, he is no longer covered by this arbitration arrangement.

STRIKES AND LOCK-OUTS

In about three-fourths of the agreements, the union foregoes the right to strike and the employer to execute a lock-out, for the entire period of the agreement. With few exceptions, the agreements outlawing or limiting strikes also provide recourse to arbitration. In two agreements the parties merely agree to "protect" each other from strikes and lock-outs, and about 10 percent of the agreements make no mention of strikes.

One agreement permits strike action to enforce an arbitration award, and another allows suspension of work by either party in event of picketing by a third party. A third agreement establishes the right of the workers to refuse to cross a picket line. Sympathetic strikes are specifically prohibited by one agreement. Several agreements, including the Coast agreement, have identical clauses obliging the signatory union to secure authorization from the international union office before striking, while at the same time the company is denied the right to lock out its employees. A few agreements prohibit stoppages only during grievance or arbitration proceedings, which are not characterized as being binding.

Jurisdictional disputes receive special consideration in some of the agreements. The Coast agreement provides that the individual companies are not to be involved in any jurisdictional disputes between the two signatory unions, the Papermakers and the Pulp Workers, nor are the companies to be requested to intervene in such. About one-third of the remaining agreements of these two unions have similar provisions except that some add that the American Federation of Labor is to be jurisdictional peacemaker.

DURATION AND RENEWAL

The great majority of the paper and pulp agreements, including the Coast agreement, provide for an effective period of 1 year and automatic renewal for additional yearly periods, subject to termination on 30 days' notice at the close of any year. The notice may merely request certain modifications or revisions of the agreement. In a few cases notice must be served 60 days prior to the year's end, and in one or two others, 45 days. A small number of these agreements

not only contain the yearly termination clauses, but also permit cancelation upon 30 days' notice served at any time. One agreement specifies that it shall become ineffective upon a change of national affiliation by the signatory union, two others if majority representation should be lost.

Several agreements, although lacking automatic renewal provisions, extend the effective period beyond the expiration date during renewal negotiations. A few of these provide that if there is no meeting of minds, the union will not call a strike for a specified period after the last conference, during which time the parties may reconsider their positions. Four of the Pulp Workers' agreements make no provision for renewal, although one of these has been extended twice for yearly periods.