
UNITED STATES DEPARTMENT OF LABOR

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BUREAU OF LABOR STATISTICS

Isador Lubin, *Commissioner (on leave)*

A. F. Hinrichs, *Acting Commissioner*

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Collective Bargaining in the
Chemical Industry
May 1942

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Prepared by the

INDUSTRIAL RELATIONS DIVISION

FLORENCE PETERSON, Chief



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LETTER OF TRANSMITTAL

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington, D. C., June 15, 1942.

The SECRETARY OF LABOR:

I have the honor to transmit herewith a report covering a study made of collective bargaining in the chemical industry, May 1942, prepared by Abraham Weiss under the direction of Florence Peterson, Chief of the Industrial Relations Division.

A. F. HINRICHS, *Acting Commissioner.*

HON. FRANCES PERKINS,
Secretary of Labor.

Bulletin No. 716 of the

United States Bureau of Labor Statistics

[Reprinted without change from the MONTHLY LABOR REVIEW, July 1942]

COLLECTIVE BARGAINING IN THE CHEMICAL
INDUSTRY, MAY 1942

Summary

THE chemical industry, as used in this report, includes establishments whose principal products are acids, organic and inorganic; nitrogen and fixed nitrogen compounds; sodium compounds; potassium compounds; alums; coal-tar products; plastics; and miscellaneous organic and inorganic compounds.¹ The chief chemical products not included in this study are compressed and liquified gases, explosives, fertilizer, soap, and wood-distillation products.

Access to market is probably the chief factor influencing the location of the chemical industry, although availability of raw materials is also an important consideration. A large proportion of all chemicals produced are purchased by other chemical manufacturers or by industries which make use of a chemical process in manufacture. Fully half of the chemical-production industry is located within the States of New Jersey, New York, Pennsylvania, Ohio, and Illinois, where industrial consumers are most heavily concentrated. Chemicals are, however, produced in 39 States, a fact which reflects a wide distribution of consumer centers and raw materials. Partly under the stimulus of defense requirements, the trend is toward further geographic decentralization. Plants are now being constructed in the central part of the country, well inland from coastal areas, where they are likely to be less vulnerable in time of war.

The large space required for plants and the problem of disposing of noxious gases and waste products, as well as the necessary proximity to raw-materials sources, have resulted in the construction of plants in rural areas, in isolated districts, or on the periphery of industrial centers. In large measure, therefore, the industry has drawn on rural areas for its labor supply.

While the chemical industry includes a large number of small plants, a few establishments employ a relatively large proportion of the total workers in the industry. According to the 1939 Census of Manufactures, over three-fourths of the plants, with approximately 15 percent of the total workers, employed less than 100 workers each. Slightly over one-fifth of the plants, with approximately 60 percent of the total wage earners, employed between 100 and 1,000 wage earners. Only 11 plants out of 630 in the industry employed over 1,000 wage earners, representing over one-fourth of the total workers.

Employment in the chemical industry has increased markedly since 1939. According to Bureau of Labor Statistics estimates, there were

¹ The industry definition used here corresponds to the following 1939 Census of Manufactures classifications: "Chemicals not elsewhere classified"; "Coal-tar products, crude and intermediate"; "Plastic materials." Prior to 1939, these groups were classified by the Bureau of the Census as "Chemicals not elsewhere classified."

110,000 wage earners in the industry in May 1942, compared with 66,400 in May 1939. Very few women are employed, the 1939 census indicating less than 3 percent of the total.

Unions in the Industry

Between 35,000 and 40,000 workers, representing about 35 percent of the total in the industry, were covered by affiliated union agreements in May 1942.² Unionization on a fairly extensive scale in the chemical industry is a development of recent years. Prior to 1937, there were no international unions primarily interested in organizing chemicals, although a few plant-bargaining units had been chartered as federal labor unions by the American Federation of Labor. In addition, particular groups of workers in some plants were members of craft unions.

The United Mine Workers of America entered the chemical field in September 1936, by establishing District 50 with jurisdiction over the "coal-process" workers of the United States and Canada. Its jurisdiction was soon extended to cover all chemical workers. The nucleus of District 50 was the National Council of Gas and By-Product Coke Workers, a loose organization chartered by the A. F. of L. in 1935 and composed of Federal labor unions, mostly in Massachusetts which had been established during the NRA. District 50, known as the Gas, By-Product Coke and Chemical Workers, became an affiliate of the C. I. O. when the United Mine Workers joined the C. I. O. in 1937.³ The majority of District 50's agreements are with companies located in the East and Middle West.

Many of the federal labor unions which belonged to the National Council of Gas and By-Product Coke Workers, but which did not join District 50, together with other federal labor unions in the chemical industry, combined to form the National Council of Chemical and Allied Industries Unions, which was chartered in September 1940 by the American Federation of Labor. A large number of the organized chemical plants on the west coast are under this Chemical Council, which also has agreements in the East and Middle West, as well as some representation in the South. In addition, there are a considerable number of A. F. of L. federal labor unions in chemical plants which are not yet affiliated with the Chemical Council.

Several unions whose jurisdiction is ordinarily limited to other industries have also organized a few chemical plants. The International Union of Mine, Mill, and Smelter Workers (C. I. O.) has a few locals in the industry, especially in those plants where mining operations are carried on in connection with the production of chemicals. Other C. I. O. unions include the United Steelworkers of America, the Textile Workers Union of America, the United Electrical, Radio and Machine Workers of America, the Oil Workers International Union, and the United Cannery, Agricultural, Packing and Allied Workers of America. Two A. F. of L. unions, the International Association of Machinists and the International Brotherhood of Electrical Workers, have organized some workers in a few chemical plants. The Federation of Architects, Engineers, Chemists and Technicians (C. I. O.) has organized the laboratory and technical

² In addition, about 9,000 workers were covered by agreements negotiated by unaffiliated employee organizations restricted to a single plant. These are not included in the following analysis.

³ Since this article was written, several locals have left District 50 and have joined a newly created C. I. O. National Council of Gas, Coke and Chemical Workers.

staff in a few chemical plants. All of these unions—excepting A. F. of L. craft unions and the F. A. E. C. T.—organize on an industrial, plant-wide basis and take in most or all of the production workers in the plant.

Since the membership of these unions includes many who are not attached to the chemical industry, no exact figures can be given for the membership of each union in this industry. Of the chemical workers under agreement, about 85 percent are represented in almost equal proportion by District 50 and by the Chemical Council and other A. F. of L. federal unions; about 5 percent by the Mine, Mill and Smelter Workers; and about 10 percent by the other unions.

Union Agreements

The following analysis is based on a study of 84 agreements in the files of the Bureau of Labor Statistics, which cover chemical plants in 18 States. The analysis includes all the major agreements known to the Bureau to be in force in May 1942. The number of workers covered by these agreements varies: 34 agreements cover less than 100 workers each; 36, between 100 and 500 workers; 5, between 500 and 1,000 workers; and 10, over 1,000 workers.

Practically all the agreements in the chemical industry were negotiated by the local unions and individual companies or plants. In a few cases a company has signed one agreement to cover two plants; in two cases agreements have been signed jointly by two companies. Three agreements specify that a change in the name of the union shall not invalidate the agreement.

Agreements with the larger companies are mentioned by name in the following discussion. The largest of these companies and the number of plants for which agreements are in the Bureau's file, are as follows: American Cyanamid Co. (2); American Potash & Chemical Co. (1); Celluloid Corporation (1); Diamond Alkali Co. (3); Dow Chemical Co. (2); Electro-Metallurgical Co. (1); General Chemical Co. (3); Harshaw Chemical Co. (2); Michigan Alkali Co. (1); Monsanto Chemical Co. (5); Pittsburgh Plate Glass (Columbia Chemical Division) (1); Potash Co. of America (1); and United States Potash Co. (1). The United States Potash Co. has two agreements covering the same plant. Important companies in the industry with all or most of their plants not under agreement include Bakelite Corporation, Carbide & Carbon Chemicals Corporation, E. I. DuPont de Nemours & Co., Mathieson Alkali, Rohm & Haas, and Tennessee Eastman Co. When the Diamond Alkali Co. is mentioned, the reference is to the plant at Fairport Harbor, Ohio.

Duration and Renewal of Agreements

Approximately 80 percent of the agreements, including most of the major companies, are in effect for 1 year, but are renewable automatically unless notice of intention to change or terminate is given by either party. The duration of all but one of the remaining agreements varies from 10 months to 3 years. The three Shell Chemical Co. agreements are in effect for an indefinite period, with cancelation or amendment of the agreements effective 2 months after the last of any month in which either party has given notice.

About 60 percent of the agreements are automatically renewable for successive yearly periods, and about 10 percent for an indefinite

period until notice is given. Four agreements are renewable for an additional year only; and one, for an additional 6 months. The other agreements make no reference to renewal.

Most of the agreements specify the amount of advance notice which must be given by either party to effect a change or for termination at expiration. The usual notice period, found in slightly over 60 percent of the agreements, is 30 days; in 11 agreements it is 60 days. Other periods specified are 40, 45, and 70 days, respectively, in 3 agreements. One agreement requires a 60-day notice for modification, and a 30-day notice for termination.

In addition to the wage adjustments, discussed below, modification of other provisions by mutual consent at any time or at specified intervals during their effective periods is expressly provided for by agreements of the United States Potash Co. and four others.

About one-fifth of the agreements, in addition to requiring notice, also specify that conferences must be held after notice is given in order to negotiate a new agreement. According to eight agreements, conferences must start within a specified period after notice, varying from 10 to 45 days; in the remainder, negotiations must begin within a specified period before the expiration date, 5 days in two agreements and 20 days in four agreements.

Thirteen agreements, including 6 of the major plants, provide explicitly for extension by mutual consent if negotiations are in progress when the agreements expire. The extension is limited to 60 and 30 days in two agreements, and 10 days in one, while one agreement states that either party may terminate negotiations after the expiration date on 5 days' notice. The agreements of the Diamond Alkali Co., Pittsburgh Plate Glass (Columbia Chemical Division), and Jacques Wolf & Co., specifically make the term of any new agreement thus reached retroactive to the expiration date.

Union Status

About 10 percent of the workers covered by agreements are employed under closed- or union-shop conditions. Of the 19 agreements with closed- or union-shop provisions, only 1 is with a large company (Michigan Alkali). Nine of them require the company to hire through the union, usually with the requirement that the union must furnish needed men within a given time, ranging from 4 to 48 hours. If the union is unable to comply, the company may hire directly, but such employees must join the union within a short period. One closed-shop agreement provides recourse to arbitration should the company refuse to discharge any employee suspended or expelled from the union, except for nonpayment of dues.

A modified union shop, under which all new employees, but not old employees, must join the union, is specified in three agreements. One of these and one other provide for preference in hiring to union members. "Maintenance of membership" clauses are included in two agreements which require those employees who have joined the union or who may become members to maintain their membership in good standing as a condition of continued employment. One of these, the American Cyanamid Co. (Bound Brook, N. J.), also requires the company to furnish copies of its agreements to new employees. The other requires that the company post a statement encouraging employees to join the union.

Two agreements contain clauses which strengthen the union's position without establishing maintenance of membership. One of these, the result of an arbitration award, specifies that the company shall "review" its relationship with the union with any new employee who fails to join the union. If the union then feels that the result of the review weakens the status of the union, both company and union agree to submit the matter to arbitration. In another, the company "reserves the right, although it is not obligated," to dismiss any employee who fails to maintain his membership or who fails to join within 30 days after employment. Four agreements state that the company shall encourage employees to join the union and maintain their union membership.

In 49 of the 84 agreements the unions are given recognition only as the sole bargaining agency for all workers. Certain occupational groups, such as office employees, supervisors and foremen, and laboratory technicians usually are excluded from coverage. One of these agreements requires the company to furnish copies of its agreement to new employees. Four agreements either grant the union the bargaining power for its members only, or fail to specify the recognition status extended to the union.

COLLECTION OF UNION DUES

A general check-off of union dues by the company is established in 4 major agreements, including Diamond Alkali and Michigan Alkali. Fifteen agreements, including Dow Chemical (Midland, Mich.), United States Potash Co., and the Potash Co. of America, permit individual employees to authorize deductions from their pay for union dues. One other union agreement contains a reference to a check-off plan in existence, but gives no details. The maximum amount which the company agrees to deduct is specified in 9 of these agreements. The Celluloid Co. and Monsanto Chemical Co. (St. Louis, Mo.) agreements facilitate the collection of union dues by the union. In the former, the company agrees to provide space for the union for dues collection; in the latter, to provide a desk and chair for a union representative, on his own time, to receive dues during specified hours.

ACTIVITIES AFFECTING UNION STATUS

Thirty-four of the 84 agreements include clauses specifically forbidding company discrimination on account of union membership or activity. Four agreements, including Diamond Alkali and American Cyanamid (Bound Brook, N. J.), provide disciplinary action which may include discharge by the company for employees who engage in antiunion activity on company premises. In another agreement the company must post the agreement and instruct the supervisory staff to comply with its terms. Approximately half the agreements which include clauses forbidding company discrimination against union employees also prohibit coercion and discrimination against nonunion employees by the union. One agreement specifically makes a violation of this provision grounds for discharge.

Slightly over one-fourth of the agreements prohibit union activity (except by company permission) or solicitation of members on company time, and a few prohibit such activities on company property. One agreement, however, in which the company states that it will

encourage union membership, permits the shop steward to solicit union membership on company property during the 60 days following the signing of the agreement.

In 11 agreements, the union representative is specifically accorded the right to enter the plant to check on enforcement of the agreement and, with the permission of the employer, to confer with the workers. These generally stipulate that his visits are not to interfere with plant operations. Four of these agreements affirm that the company may have a representative accompany the union official throughout the plant, and three state that the union representative must sign a waiver releasing the company from liability for accidents to the representatives while on company property.

Slightly under one-half of the agreements, including both small and large plants, grant the union the right to use the company's or its own bulletin board for posting notices. A few specifically limit notices to announcements of union meetings or other union business, and some state that notices are subject to management's approval before posting.

Wages

Nearly half of the agreements contain detailed occupational wage listings. An additional 14 percent contain minimum wage rates. About one-fourth of the agreements specify beginners or new employees' rates below the minima for a stipulated period, ranging from 2 weeks to 6 months. The other agreements do not include wage rates as such, but usually indicate that present wage levels are to be maintained or increased by a specified amount.

Several of the agreements which have occupational listings also indicate that incentive plans are in force in specified departments or for certain occupations. Bonus plans based on plant production and shipments are contained in two agreements. In one of these (Southern Alkali Co.) a graduated percentage, varying with the total amount of shipments of the products of the plant for each quarter, is added quarterly to the minimum rates of employees with at least 6 months' service. In the other, employees receive a specified sum varying with the amount produced.

All but three agreements specify minimum wage rates at 50 cents per hour or more. Twelve agreements establish minimum rates above 75 cents per hour. The highest rates are specified by an agreement which sets a minimum of 91¼ cents for helpers (white) and 85¼ cents for laborers (colored). Three agreements, covering plants located in the South and Southwest, have minimum rates ranging from 32 to 50 cents per hour.

Four agreements, including Celluloid Corporation and Monsanto Chemical Co. (Springfield, Mass.) have lower minimum rates for women than for men. The difference ranges from 5 cents in any department to a blanket 20 cents per hour difference. The Celluloid Corporation agreement protects the position of male employees by forbidding hiring of women if this results in the loss of a job or of work by male employees.

INTERIM WAGE ADJUSTMENTS

Wage adjustments during the term of the agreement are allowed in over one-half of the agreements, covering the same proportion of workers. Slightly over half of these permit the question of wages

to be reopened whenever there is a change in cost of living, but only nine, negotiated with smaller companies, require automatic adjustment of wages to cost of living. A small number of agreements permit reconsideration of the wage scale at any time during their life, provided notice is given by either party. In the remainder, the wage question may be reopened in case of inflation; or at specified periodic intervals; or if there has been a "material increase" in the price of the company's product; or on petition by the company that, owing to conditions beyond its control, an "adjustment of productive costs" is necessary. In the latter case, the agreement provides for a joint survey of wages and hours in "comparable operations in this and similar localities."

DISMISSAL PAY

Dismissal pay to employees whose jobs are permanently abolished is assured by the Celluloid Corporation agreement. Employees affected are given the option of being placed on a reinstatement list or receiving dismissal pay on the basis of 1 week's average pay for each full year of service up to 10 years' service. "One week's average pay" is defined as 40 hours multiplied by the average hourly earned rate of the year in which the dismissal takes place.

MINIMUM CALL PAY

A common provision, found in over three-fourths of the agreements, requires payment of a minimum amount to employees who report to work at the usual hour or who are called to work, but are not given employment for a full shift. Usually, the minimum call pay varies from 2 to 4 hours, with the latter most frequent. Two agreements, however, guarantee employees a full shift's work. Ten agreements assure a minimum of 2 hours' pay if no work is available and 4 hours' pay if work is started. One agreement guarantees a minimum of 2 hours' pay if the employee reports for work on the first day of the week and a minimum of 4 hours for succeeding days in the same week. A minimum of 4 hours' pay if no work is available and 8 hours' pay if work is started is paid employees on the midnight shift, according to one agreement. Three Monsanto agreements grant a full shift's pay to employees unable to finish their day's work because of occupational illness or injury.

CALL-BACK PAY

Two-fifths of the agreements guarantee pay for a specified number of hours to employees called back to work after having completed their regular shift. The rate specified is usually that allowed for overtime, although work in excess of the regular hours may not necessarily be involved. The minimum guaranty varies considerably and ranges from 1 to 8 hours, but is most frequently 2 hours. Five agreements contain no minimum guaranty but specify the overtime rate for time so worked even though within regular hours. The Buffalo Electro-Chemical agreement establishes a sliding rate for such work, ranging from triple time for 1 hour or less to 1½ for work over 3 hours. Pay for the entire elapsed time, in addition to time actually worked, only if employees are called back within 3 hours and within 8 hours, respectively, after leaving the plant, is specified in two agreements.

TRANSFER RATES

Provision is frequently made in chemical agreements for the temporary transfer of an employee to a job paying a different rate than his usual wage. Employees temporarily shifted to higher-classified jobs generally receive the higher scale immediately. In a few agreements, the higher rate applies only after an employee has worked on the job for a minimum period or until he is "fully qualified." In two cases, employees get the higher rate for a full shift if they work at the higher job more than a minimum number of hours. One of these also provides that an employee temporarily assigned to a higher rated job for more than 3 days shall receive the higher rate for the entire week, and if so assigned for 2 consecutive weeks, shall be entitled to 80 hours' work at the higher rate regardless of whether or not he stays on the higher-rated job the full time.

Over one-third of the agreements provide, as a guard against loss of earnings, that a temporary transfer to a lower-paid position will not result in a deduction from the employee's regular rate unless, as is generally specified, such transfer is to avoid lay-off for lack of work in the employee's regular position. According to two agreements, however, the employee continues to receive his original rate for 2 weeks.

SICKNESS AND DISABILITY BENEFITS

Sick-benefit plans, under which employees are eligible for sick-benefit payments in case of absence due to illness or other disability, except in cases where compensation is payable under the provisions of State workmen's compensation laws, are provided in eight agreements. In all but three cases, benefits are restricted to employees with at least 1 year of service. The benefits granted vary.

In three agreements covering employees of the Shell Chemical Co., employees get half pay, beginning with the fourth day of disability, up to a total of 4 weeks during any year of service, and employees with less than 1 year of service are entitled to pro rata benefits. Another agreement states that injured employees shall be compensated during the 1 week "waiting period" provided under the State workmen's compensation act. The Potash Co. of America agreement provides for 5 days' pay to sick employees with at least 1 year's service. Another agreement which has a similar provision also permits unused sick leave to be added to the vacation period, if this is for 1 week, but not if for 2 weeks.

MISCELLANEOUS PAY PROVISIONS

Extra pay for hazardous or unpleasant occupations is sometimes provided. The Shell Chemical Co. pays employees engaged on such work an extra half-hour's pay at their regular rate; in addition, this company and two others grant a monthly clothes allowance to compensate for damage to employees' clothing.

Under one agreement, a regular employee (except a shift worker) is entitled to his regular rate of pay for jury duty minus any compensation received for such service, or for the number of hours of work lost, whichever is smaller, for a maximum of 7 days.

Hours, Shift Provisions, and Overtime

Almost all of the agreements provide for a regular 8-hour day and 40-hour week. Only five agreements contain provisions differing from this standard, although all workweeks in excess of 40 hours are, of course, affected by the overtime pay requirements of the Fair Labor Standards Act. Under the West End Chemical Co. agreement, production workers on continuous operations work six 40-hour weeks and two 48-hour weeks in an 8-week period; other production employees, however, follow the prevailing standard. Under the terms of the Dow Chemical (Great Western Division) agreement, shift workers average 42 hours per week in any period of 20 consecutive weeks; other employees (except truck drivers, who average 48 hours in a period of 13 consecutive weeks) are on an 8-hour day, 40-hour week basis. One agreement fixes an 8-hour day without specifying weekly hours; another stipulates a 40-hour week without limiting daily hours; and a third states that hours are to "conform to legal requirements."

SHIFTS

Most chemical companies operate on a multiple-shift basis owing to the continuous nature of the manufacturing processes.

Shift rotation is required in 11 agreements, covering about one-fourth of the workers under agreement. (Other plants may, in practice, have shift rotation.) Two-day notice of shift changes (except in cases of emergency) is specified in two General Chemical Co. agreements and an employee failing to receive such notice is entitled to the overtime rate for time worked within such 2-day period for which he has failed to receive notice.

Extra pay ranging from 2 to 6 cents per hour, and in one case, 10 percent, is provided for employees on shift work by 14 agreements. Four of these provide for rotation of shifts. One agreement, which does not provide for shift rotation, specifies time and a quarter for regular employees on the night shift, while temporary employees receive a 5-cent differential. The Pacific Coast Borax Co. agreement provides that employees "regularly required to work in rotation" shall "while performing such shift work" be paid a differential, but that only the second and third shifts are entitled to the differential on fixed shifts. The Monsanto Chemical Co. (Springfield, Mass.) provides a 2½-cent hourly differential for all rotating shift workers; Catalin Corporation pays a 5-cent hourly shift premium for night-shift workers on rotating shifts. The Diamond Alkali Co. agreement (Fairport Harbor, Ohio) provides for shift rotation and grants a 3-cent hourly differential for afternoon and night shifts for those not on rotation.

In 10 agreements shift employees required to work extra hours due to failure of their relief to report, receive their regular rate of pay unless such work causes their weekly hours to exceed 40 hours; in 3 others the overtime rate is paid for the extra work whether or not this results in overtime. Under the Dow Chemical Co. (Great Western Division) agreement, employees working an extra shift are to be furnished meals.

Under 11 agreements, overtime is to be paid employees called in to work on their regular day off, with minima of 3 hours and of 8 hours specified in two. Five of these, including several Monsanto plants,

cancel the overtime rate if previous notice of a change in their work schedule, ranging from 16 hours to 1 week, has been given.

OVERTIME

The overtime rate of time and one-half applies to work in excess of either 8 hours per day or 40 hours per week, with but few exceptions. About 15 percent of the agreements specifically stipulate that there shall be no duplication of overtime pay although others may, in practice, be so interpreted. In a few cases, particularly for shift workers, overtime is permitted only for work beyond 40 hours. The Shell Chemical Co. agreements require a minimum of 1 hour overtime pay even though actual overtime worked is less. Four agreements provide that any changes made in the legal overtime provisions of the Fair Labor Standards Act shall supersede the hours and overtime provisions of the agreement. In the American Cyanamid Co. (Newark, New Jersey) agreement, however, any proposed increase of the 40-hour week by the company is considered a grievance and is subject to the grievance machinery. The Dow Chemical Co. (Great Western Division) agreement provides that employees' normal weekly earnings shall not be reduced if such changes should take place.

Approximately one-fifth of the agreements, including most of the large plants, state that overtime is to be distributed equally among all employees affected. To enforce this provision, the Diamond Alkali and several Monsanto agreements require the company to post a record of overtime worked in each department. About 15 percent of the agreements provide that employees do not have to take time off to offset any overtime worked.

The Dow Chemical (Midland, Michigan), Electro-Metallurgical, Monsanto (E. St. Louis, Illinois), Durez Plastics, and eight additional agreements, covering about one-fourth of all workers under agreement, make provision for lunch on company time or state that the company is to supply meals if overtime work exceeds 2, or less frequently 4, hours in one day.

LUNCH PERIODS

Only a few agreements make specific reference to regular lunch periods. Four agreements specifically provide that shift employees shall eat lunch on company time. A few agreements, however, apply the overtime rate whenever employees are required to work through their regular lunch period, although the total time worked may not exceed 8 hours, and two permit employees to stop work one-half hour early to compensate for loss of mealtime.

TIME FOR CLEANING UP

Nine agreements, including two Monsanto plants, Pittsburgh Plate Glass (Columbia Chemical Division), and three Shell Chemical, specify that time for cleaning up and for returning tools shall be allowed during regular working hours without deduction from the employee's pay.

Saturday, Sunday, and Holidays

Sixteen of the 84 agreements provide penalty rates for Saturday work for all or some of the workers. Five (three plants employing less than 100 workers, and two with less than 300) provide time and

one-half for all work on Saturday regardless of whether or not such work comes within the 40-hour week. In the Dow Chemical (Midland, Mich.), American Cyanamid (Bound Brook, N. J.), Celluloid Corporation, Harshaw Chemical, General Aniline Works (Rensselaer, N. Y.), and six other agreements—covering over 9,000 workers—the penalty rate for Saturday work excludes the majority of the production workers, variously described as “shift workers,” workers on “continuous process,” on “necessary continuous operations,” on “7-day operations,” and employees “regularly scheduled for Saturday work.”

Fourteen agreements, including that with the Monsanto Chemical Co. (Springfield, Mass.) provide penalty Sunday rates for all workers regardless of whether such work is within the 40-hour week. In 29 agreements penalty rates for Sunday work are provided only for production workers whose regular schedules do not include Sunday work. As in the case of Saturday work, employees exempted from the Sunday penalty rate include “shift workers,” employees “regularly scheduled” for Sunday work, and those engaged in “continuous process,” “continuous operations,” or “7-day operations.” The Sunday penalty rate is time and one-half in all but two agreements (Burton T. Bush and Harshaw Chemical Co.) which specify double time.

The three Shell Chemical Co. agreements and the American Cyanamid Co. (Newark, N. J.) agreement specifically authorize the payment of regular rates for Sunday work. One agreement, covering craft workers only, grants time off during the week for Sunday work. The balance of the agreements make no specific reference to the rate applying to Sunday work when not in excess of 40 hours per week.

Holidays with pay are provided under 11 agreements, the number of holidays ranging from 1 to 9. The two United States Potash Co. agreements and the Potash Co. of America agreement provide two paid holidays, the latter restricting such benefits to employees with a minimum of 1 year's service. The Pacific Coast Borax Co. agreement provides 4 paid holidays. The other holiday-with-pay provisions were in agreements with small companies.

Over two-thirds of the agreements establish a penalty rate for work performed on designated holidays. The number of such holidays recognized ranges from 2 to 10, with 6 most frequent. One-third of these, including the Dow Chemical (Midland, Mich.) and Celluloid Corporation agreements, require the payment of double time; the remainder, including most of the other large companies, specify time and one-half. Two agreements fix time and one-half for all holidays except Christmas, when double time applies. Some of the agreements specifically exclude watchmen and, in a few cases, shift workers on continuous operations from the penalty rate for holiday work.

Vacations and Leaves

Annual paid vacations are established in about 95 percent of the agreements. About 70 percent provide 1 week's vacation with pay after 1 year of service. Five agreements, including those in several Monsanto plants, provide 2 weeks' vacation after 1 year of service. American Cyanamid (Bound Brook, N. J.), General Chemical Co. (Port Chicago, Calif.), and 5 other agreements require 2 years'

service for 1 week's vacation; 1 agreement requires 2½ years; and 3 agreements require 3 years' service.

Provision for longer vacations for employees with additional years of service is found in 60 agreements including all the major plants. With one exception—Dow Chemical Co. (Great Western Division), which graduates vacations up to 4 weeks after 25 years of service—the agreements set a limit of 2 weeks' vacation after varying periods of service. Five years' service is required in 20 agreements, 2 years' service in 14 agreements; 3 years' service in 10 agreements; and the other agreements set a requirement of from 15 months to 10 years. One agreement grants 1 week's vacation with 80 hours' pay after 5 years' service.

Ten agreements, including United States Potash, Monsanto Chemical Co. (East St. Louis, Ill.), and Michigan Alkali, permit compensatory pay in lieu of actual vacations. In the latter two agreements the choice is left to the individual employee; in the others, to the company. In one agreement, the company has the option of making cash payment for the second week's vacation. In another agreement, if the Government requests continued operations, employees are to receive pay in lieu of the vacation period, and in addition, a bonus equivalent to 3 hours for each week's vacation.

LEAVE OF ABSENCE

Half the agreements permit limited leaves of absence. Of these, approximately four-fifths specifically cite leave for union business; in the others, leave on account of illness or death in the family, or for other personal reasons, educational purposes, or for Government service, is mentioned. The two United States Potash Co. agreements grant up to 30 days' leave to seek a new job without loss of seniority rights with the company; General Chemical Co. (Chicago, Illinois), on the other hand, cancels the seniority of employees who work elsewhere while on leave.

The agreements generally specify that at the expiration of the leave, the worker is to be returned to his former or an equivalent job with his seniority and other rights unimpaired. Eight agreements, moreover, allow employees who serve as full-time union officers to accumulate seniority during their term of office. A specific limit on leave is commonly set, but varies from 5 to 90 days, and some agreements grant privileges of renewal. Employees chosen for full-time union office are entitled to leave up to a maximum of 2 years in three agreements. Ten agreements restrict the number of employees who may be granted leave at one time for union business; three is the commonly set limit.

One agreement provides that if an employee of the company who is not essential to its continued operation procures a job in a defense industry, and the defense industry certifies that such employee is essential in that industry, then the union and the employer will determine whether such employee shall be granted a leave of absence without loss of seniority.

Seniority, Lay-Off, and Promotions

Seniority provisions granting preferential treatment based on length of service are found in all the chemical agreements. They apply

principally to lay-offs and reemployment, although, as indicated below, seniority is recognized also as a factor in promotions. Most of the agreements require a probationary period of from 3 weeks to 6 months, although in about one-third of the agreements analyzed no probationary period is specified.

About half the agreements define the unit to which seniority applies. Of these, about one-half, which include most of the larger plants, combine plant-wide and department seniority; the others provide for seniority either on a plant-wide basis or on a department-wide basis. Where department seniority only is provided for, a person transferred from one department to another sacrifices seniority rights already earned.

Where both plant and department seniority are in effect, if a given department is reduced, workers who are laid off on the basis of seniority in the given department, may qualify for positions in other departments on the basis of their total plant seniority and displace the workers already filling these positions. A few agreements provide that, in order to claim jobs in other departments, employees must have had previous experience in the other department. In several agreements, displacing or "bumping" an employee with less plant seniority is permitted only in the "yard" or general labor department; and some agreements restrict "bumping" rights to employees with at least 1 year's seniority.

A few agreements which provide for both plant and department-wide seniority, specifically indicate the employee's seniority status on transfer to another department. In some of these cases, employees lose their former departmental seniority upon transfer. In three cases, however, seniority rights in the old department are retained for a specified period—6 months to 1 year—and seniority in the new department dates from the expiration of this given period. In one agreement, employees transferred at their own request lose their old department seniority, but are credited in the new department with half of their previous department seniority up to a maximum of 2 years; employees transferred at the request of the company, however, are credited in the new department with their previous department seniority.

Dow Chemical (Midland, Mich.), Michigan Alkali, and two additional agreements permit employees promoted to a supervisory capacity to accumulate plant, but not department, seniority.

Many agreements describe in detail the conditions under which seniority rights are maintained or may be lost. Most commonly, it is provided that seniority is retained during periods of enforced lay-off. This period is limited in most cases to a specified period of time—most frequently 1 year—after which seniority rights are lost. The Niagara Alkali agreement permits employees with 1 year's service to accumulate up to 9 months' seniority after being laid off; Vanadium Corporation and Southern Alkali, up to 6 months; Monsanto Chemical Co. (E. St. Louis, Ill.) up to 2 years, while Monsanto (St. Louis, Mo.) sets no time limit, provided employees laid off indicate their desire every 6 months to be retained on the seniority list.

Retention of seniority rights when absent because of accident or sickness is guaranteed in about one-fourth of the agreements. Most of these agreements do not set a time limit beyond which such employees forfeit seniority rights. Two agreements limit such leave

without loss of seniority to 3 and 9 months, respectively. Four agreements provide for reinstatement with accumulated seniority if a worker is not absent more than 6 months or 1 year on account of illness or injury.

Seniority rights are commonly forfeited by employees who quit or who are discharged or who fail to return to work after a lay-off within a specified period of time—from 24 hours to 3 weeks—when requested by the company to report; also by employees absent without an acceptable excuse, or who work elsewhere during a leave of absence without company permission, or who fail to return by the expiration of their leave. The Midwest Carbide Co. agreement provides that failure to respond to a summons to work will not result in a loss of seniority if the work is of a temporary nature, but will if permanent work is offered.

Over 60 percent of the agreements specifically require that seniority lists are to be posted by the company or be kept available for inspection by the union or by the employees. Three agreements, including two of the United States Potash Co., require approval by company and union representatives before the seniority list shall become effective.

LAY-OFF AND REHIRING

Under about one-half of the agreements, seniority is the determining factor in selecting workers for lay-off and rehiring; the other agreements specify that seniority is to be given due consideration along with ability, skill, qualifications, and in a few instances, family status, physical fitness, or citizenship. Where these other factors are relatively equal, seniority is to govern. Dow Chemical (Midland Mich.), U. S. Potash, Michigan Alkali, American Potash and Chemical, and Diamond Alkali are among the important firms providing for straight seniority in lay-off and rehire. Seniority qualified by other factors in determining the order of lay-off and rehire is provided in agreements of Monsanto Chemical Co., General Chemical Co., American Cyanamid Co., and Potash Co. of America.

Advance notice of lay-offs to employees or to the union is required in about one-third the agreements, including most of the major companies. The notice period varies from 24 hours to 2 weeks. Pay in lieu of notice is specified in the agreements of the Martin Dennis & Co. and two of the Monsanto plants.

Work sharing is combined with lay-offs on the basis of seniority in about one-fourth of the agreements, including all the major plants except four Monsanto Chemical plants. Eleven agreements provide that work will be shared among all the employees until the hours are reduced to a specified minimum, usually 32 hours per week. If there is still not enough work to go around, lay-offs are made on the basis of seniority. Nine agreements do not establish a lower limit beyond which work is no longer shared and lay-offs begin. Ten agreements provide for the equal division of work, but only after temporary employees or all employees with less than a certain period of service—most often 1 year—have been laid off in reverse order of their seniority.

PROMOTIONS

The method of promoting and filling vacancies is outlined in about three-fourths of the agreements. In most of these, seniority

is considered along with other factors, such as ability, skill, and competence. If these qualifications are approximately equal, seniority is then made the determining factor. In only a few agreements with small companies does seniority alone govern promotion. Under the Diamond Alkali, Pittsburgh Plate Glass (Columbia Chemical Division), and United States Potash agreements, if ability or other factors are given greater weight than seniority, the grievance committee must be notified before the promotion is made and has recourse to the adjustment machinery.

Vacancies must be publicized by posting of announcements on company bulletin boards according to one-fourth of the agreements, and four of these require the company either to post the name of the successful applicant or to notify the union committee. Notices of vacancies must be posted for definite periods which range from 48 hours to 1 week. Employees absent on account of illness, vacation, or leave of absence during bulletining of positions are permitted to apply for the job and exercise their seniority rights, according to the United States Potash and several Monsanto agreements. Two of the latter agreements restrict such right to employees returning within 30 days of the closing date of application.

Under about one-fourth of the agreements, successful bidders must serve a trial period, generally 30 days, on the new job in order to qualify for the vacancy. If an employee fails to prove his ability to fill the job during the trial period, he generally returns to his former job without loss of accumulated seniority rights. Seven agreements, including Diamond Alkali, Pittsburgh Plate Glass (Columbia Chemical Division) and Harshaw Chemical, also set a lower rate for the new job while the employee is serving his trial period.

DISCHARGE AND QUILTS

The subject of discharge is taken up in three-fourths of the agreements, and it is usually provided that in the event of summary dismissal of an employee, the company must show reasonable cause for such dismissal if requested to do so by either the union or the individual involved. Several of the agreements give a detailed list of reasons justifying discharge. Some merely require that any discharge be for "good cause"; others make violation of posted company rules sufficient cause for discharge. Eight agreements allow disciplinary action against employees who fail to report to work as scheduled without notifying the company in advance. One agreement prohibits discharge because of age.

To safeguard the worker against arbitrary discharge, one agreement provides 1 week's notice of the discharge before the employee's actual separation from the pay roll and prohibits discharges until after consultation with the union committee. The Southern Alkali agreement requires discharges for inefficiency on the job to be discussed with the union. In three agreements, employees are first suspended, and appeal may be made within 3 days before actual discharge.

Most of the agreements provide for handling disputed discharge cases through the regular grievance machinery. In some cases, however, special time limits for settling discharge cases are specified. One-fourth of the agreements require the discharged employee to appeal his case within a specified time—24 hours to 5 days—of notice of termination in order to receive further consideration. A few agree-

ments order that the case shall be disposed of within 5 days, and the Virginia Smelting Co. agreement requires the company to grant the dismissed worker a hearing within 48 hours, at which the employee may be represented by a union committee.

Reinstatement with back pay for a worker found to be unjustly discharged is specified in half the agreements. In three cases, the amount of back pay is to be jointly decided by the company and union. The United States Potash Co. and American Potash and Chemical Co. agreements limit the amount of back pay which is to start from the date the complaint is filed. The Potash Co. of America agreement absolves the company from back pay for the time resulting from delay caused by the union's failure to expedite arbitration.

Working Foremen

Sixteen agreements regulate productive work by foremen or other supervisory employees. Of these, most prohibit any work by foremen, except in an emergency or for instruction. The Pittsburgh Plate Glass (Columbia Chemical Division) agreement limits work by foremen to not more than 1 hour per week; and the Catalin Corporation agreement to not more than 20 percent of the time worked by regular employees, and then only if the work of the shift cannot be finished in time to fit in with the operations of other departments.

Apprenticeship

Provisions regarding apprentices are included in 13 agreements, most of which are with the larger companies. Seven agreements establish the apprenticeship period at 4 years; the remainder have 2- and 3-year periods. In one agreement, helpers with 4 years' actual experience as helper who can pass a regular examination for second-year apprentices are required to serve only 2 instead of 3 years of apprenticeship. One apprentice to every 10 journeymen is allowed in seven agreements; 1 to 5 in one agreement; a definite number for specified departments in another; and another provides a maximum of 1 to 4 journeymen, with the actual ratio determined by the company with the advice of the union committee. A few agreements permit at least 1 apprentice in a department, trade, or craft, where less than the number of journeymen required by the ratio are employed.

Six agreements specify the age limits for beginner apprentices—five have a range from 16 to 23 years—and one agreement, in which apprentices must be selected from among helpers in the craft with at least 2 years' service, sets an upper limit of 40 years. This agreement also specifies that applicants for apprenticeship shall be considered jointly by the craft committee and the company.

References to the training which apprentices are to receive are found in only eight agreements. Four merely contain a statement that apprentices shall be "given an opportunity to acquire a complete knowledge of the trade"; two provide for a joint union-management committee to work out an apprenticeship-training system and to conduct periodic examinations to test the apprentices' progress; and one (American Potash and Chemical Co.) provides that the company is to appoint an apprentice instructor to supervise the training of apprentices and that apprentices shall be rotated every 3 months among journeymen and spend a maximum of 6 months on any operation.

Three of the eight agreements also require that apprentices work only under a journeyman's supervision.

Six agreements specify that apprentices shall receive periodic wage increases—every 6 months, or, in one instance, yearly—until the journeyman's rate is reached. In two agreements with the Shell Chemical Co., negotiated by craft unions, the apprentice rate after the first 2 years of apprenticeship is to be negotiated between the company and union; these agreements also prohibit apprentices from working overtime until the last year of apprenticeship.

Military Service

Fifty-four of the 84 agreements refer to reemployment and seniority rights of employees who volunteer or are drafted for military service. Many of them include provisions similar to the Selective Service Act. Over half of these agreements specifically provide for cumulation of seniority during an employee's absence. The Michigan Alkali agreement provides that if no work is available on his return, an employee accumulates seniority not to exceed 1 year from the date of his discharge from military service. The Dow Chemical Co. (Great Western Division) agreement protects the promotional rights of a selectee when an employee who replaces him receives a promotion during his absence. On his return, the selectee is entitled to consideration for promotion if he applies within 30 days after his return and the qualifications of both employees are then referred to a bipartisan committee for consideration. In the event of disagreement, the case goes to arbitration.

Supplementary pay or a bonus to employees who are drafted or who volunteer for military service is provided under the American Cyanamid, American Potash and Chemical, Niagara Alkali, Vanadium Corporation (Niagara Falls, N. Y.), and eight additional agreements. In a few cases, these benefits are restricted to employees with a given length of service, either 6 months or 1 year. The sums paid vary from 1 week to 2 months' pay, 1 month being most common. Thirteen agreements, including five which grant supplementary pay, grant earned vacation pay to employees called for military service. The Niagara Alkali and Vanadium Corporation agreements (both at Niagara Falls, N. Y.) pay employees who lose time in order to take physical examinations for military service.

Pledges by the company to continue the group life insurance during an employee's term of military service, and to pay the employee's premium are found in the Keokuk Electro-Metals Co., Celluloid Corporation, and American Potash and Chemical Co. agreements. In the latter two agreements this obligation was to be terminated "if the United States became involved in hostilities."

Health, Safety, and Welfare

SAFETY AND HEALTH

Clauses relating to health, safety, and sanitation are contained in about half the agreements. Most frequently, they consist of pledges by the employers to make "reasonable" provisions for the employees' safety and health at the plant and for proper wearing apparel and devices and safety equipment to protect employees from injury. Dis-

putes arising under the clauses are generally handled through the regular grievance machinery. In order to maintain and enforce the safety standards in the plant, the Monsanto Chemical Co. (East St. Louis, Ill.), American Potash and Chemical, and two additional agreements provide a union safety committee and one other a joint safety committee.

PHYSICAL EXAMINATIONS

Under 12 agreements, all but 2 of which cover larger companies, employees may be required to undergo physical examinations authorized and paid for by the company prior to employment, at periodic intervals, or when rehired after a lay-off. Of these, 6 specifically state that the employee shall receive a copy of the report. Four agreements specifically allow an employee to appeal the findings of the company doctor through the regular grievance machinery. One agreement attempts to resolve a deadlock in such cases by providing that a doctor chosen from a list of five submitted by the president of the local medical association shall decide the issue.

HANDICAPPED WORKERS

In 18 of the agreements, senior employees who have given faithful service or who have become disabled in the course of employment are to be given preference on lighter work or work they are capable of handling, presumably at a lower wage. Only four agreements contain specific mention of the wage to be paid; one specifies the employee's previous rate of pay, one allows it to be set by the company, and the others provide for joint determination by the company, union, and employee involved. As indicated above, one agreement prohibits discharge because of age.

Adjustment of Disputes

While all the chemical agreements provide some machinery for the adjustment of disputes, and a large majority place restrictions on strikes and lock-outs during the term of the agreements, a substantial number do not provide for the final settlement of disputes by an impartial arbitrator.

GRIEVANCE ADJUSTMENT

About 32 percent of the agreements grant the employee the option of presenting grievances to the foreman alone or of being accompanied or represented by the shop steward or other union official. Twenty-two percent of the agreements specify the steward or union representative, without the employee, shall take up grievances with the foreman. The first-mentioned procedure is specified in the Diamond Alkali, Pittsburgh Plate Glass (Columbia Chemical Division), American Potash and Chemical, Celluloid Corporation, and Monsanto Chemical Co. (Everett, Mass.), agreements. The second-mentioned procedure is provided in the Michigan Alkali and other smaller agreements. In a few cases, including the large American Cyanamid Co. plant at Bound Brook, N. J., the aggrieved employee must accompany the shop steward to the foreman. The remaining 40 percent of the agreements stipulate that the employee is to take up any grievance

with his foreman directly before taking it to the union. This procedure is found in the agreements of Dow Chemical Co. (Midland, Mich.), several Monsanto plants, Electro-Metallurgical Co., United States Potash Co., Potash Co. of America, and the Durez Plastics Co., the latter requiring the company to notify the union of the grievance before any action is taken.

If no settlement is reached with the foreman, most agreements provide that the matter shall be referred to the union grievance committee which meets with the plant management. If the grievance is not adjusted at this point, it is then generally referred to a national representative of the union, who takes the matter up with the responsible official of the company.

In order to forestall undue delay and protracted negotiations at any one stage of the negotiating process, approximately one-fourth of the agreements stipulate time limits for the handling of grievances and many of them provide for regular meetings between the union committee and the management. Two agreements specify that the union shall have access to necessary pay-roll and employment information for the purpose of investigating employees' grievances.

Most of the agreements specify the size of the union committee, the number specified varying from two to seven. In nine agreements, including Dow Chemical (Midland, Mich.), only employees of the company with seniority standing of from 1 to 4 years may be committee members and in one of these, only American citizens. Agreements covering 40 percent of all the workers under agreement provide that committeemen shall be paid for time lost in attending meetings with management. The Diamond Alkali agreement limits such payment to a maximum of 3 hours in 1 day or 4 hours in 2 consecutive days. Should the company hold a conference after working hours, one agreement provides that committeemen attending shall be paid for time so spent; and another requires payment at the overtime rate, with a minimum of 2 hours. Ten agreements specifically grant shop stewards sufficient time off without pay to carry out their duties or to attend committee meetings. One agreement specifies that the shop steward is to be paid \$2 per week extra, presumably to compensate him for time lost in grievance work.

Members of the grievance committee have the right to visit departments other than their own on regular grievance business, generally after notice to the foreman of their department, according to 10 agreements, including Diamond Alkali, Vanadium Corporation (Niagara Falls, N. Y.), and Michigan Alkali. The latter agreement—the first negotiated between the company and union—provides for a grievance chairman who devotes his entire working time to the operation of the grievance machinery. He is paid by the company which provides him with an office and a telephone extension.

In a few cases, special protection against discrimination is given the shop steward and members of the shop committee. Nine agreements, including several for the larger plants, grant special preference to shop stewards and grievance committeemen by stipulating that they shall be the last to be laid off and the first to be returned after a shut-down. In another, the union reserves the right to negotiate with the company the seniority position of union officials and grievance committeemen during their term of office in the event they are affected by lay-offs.

ARBITRATION

Fifty-six of the 84 agreements analyzed, covering about 50 percent of the workers under agreement, provide for automatic impartial arbitration of unsettled disputes. In addition, two agreements with small companies specify that the United States Department of Labor, and one agreement, the New York State Board of Mediation, shall be called in to mediate any dispute which cannot be settled directly. Under one agreement, the union is obligated to call in a State or national conciliator in an attempt to settle a dispute before resorting to strike action. The Diamond Alkali and Pittsburgh Plate Glass (Columbia Chemical Division) agreements set up a permanent joint labor relations committee, composed of representatives from both sides, to whom grievances are referred for settlement; however, no arbitration to resolve any deadlock is provided.

Five other agreements call for arbitration only by mutual consent of both parties. Among the latter, however, the Celluloid Corporation agreement provides that cases involving discrimination, suspensions, demotions, or discharges shall be submitted to arbitration automatically. If no agreement can be reached to arbitrate matters other than those specified, the party proposing arbitration may, within 1 week after the refusal of the other party to agree to such arbitration, give 30 days' notice of its intention to cancel the agreement. Such notice of cancellation must be authorized and approved by the national office of the union or by the president and works manager of the company.

Among the major agreements which do not provide for arbitration are the Dow Chemical Co. (Midland, Mich.), Southern Alkali Co., Michigan Alkali Co., and American Cyanamid (Bound Brook, N. J.). With but one exception, which contains no work-stoppage prohibition, work stoppages are restricted until the grievance machinery has been exhausted, but thereafter a strike or lock-out may be resorted to if either party remains dissatisfied.

A majority of the arbitration provisions establish the arbitration procedure, although three leave the exact procedure to be mutually agreed upon at the time of reference. Most frequently, a tripartite arbitration board consisting of one or two representatives chosen by each side, together with a jointly selected impartial chairman, is set up at the time of the dispute. In 11 cases, the impartial member is not added unless the bipartisan board is unable to reach a decision. Six agreements state that a dispute shall be referred to an individual or agency to be chosen by the parties at the time of the dispute. In one of these, should the parties fail to agree on an impartial arbitrator, they must appoint a bipartisan board to make the selection.

When the two parties are unable to agree upon the person to act as impartial chairman and no provision is made for outside assistance to select such a person, the entire arbitration machinery may fail through default. In 22 agreements, or almost half of those which leave the choice of impartial chairman to be determined at the time of the dispute, an outside agency or individual is designated to make the selection if the employer and the union, or their representatives as the arbitration committee, are unable to reach an agreement within a specified time—usually 3 to 10 days. Eight agreements designate the Conciliation Service of the United States Department of Labor; others,

the Commissioner of Labor and Industries of Massachusetts, specified judges or individuals, and the American Arbitration Association.

Seven agreements obviate the need for choosing an arbitrator at the time of the dispute by specifying an impartial person or agency to arbitrate the dispute or to designate an arbitrator. In one case an individual is specified; in two cases the Massachusetts State Board of Arbitration and Conciliation; in another case the American Arbitration Association; and in three cases the United States Conciliation Service.

Some of the agreements require a decision within a specified time after the matter goes to arbitration, or state that the decision shall be made either "promptly" or "within a reasonable time."

Generally, arbitration may be invoked only in connection with the application or interpretation of matters specifically covered by the agreement. Under five agreements wage rates are explicitly excluded from arbitration. The Niagara Alkali Co. and two Vanadium Co. plants also exclude the question of "enlargement or extension of the scope of the status of the union." One agreement further prohibits the arbitration board from giving a decision on any matter not originally submitted to it and another exempts amendments or renewals of the existing agreement.

Strikes and Lock-Outs

Over half the agreements prohibit stoppages of work for the entire life of the agreement. All but one of these provide for arbitration. In three agreements the no-strike provision is waived if either party refuses to join in the arbitration proceedings or to abide by the arbitration decision, or where both parties fail to agree on the arbitration procedure or on a mutually agreeable arbitrator for the final disposition of the dispute. One of these latter agreements also requires a majority vote by union members and 2 weeks' advance notice to the company of intention to strike before a strike is called.

In about 30 percent of the agreements, stoppages are prohibited only until all the steps in the grievance machinery have been exhausted without arriving at a settlement. In four of these agreements, automatic arbitration is included in the grievance machinery; in three, arbitration is optional. Three of the agreements which do not provide for arbitration impose additional restrictions. A maximum period of 60 days during which efforts to settle the grievance must be made is set by one agreement. Another agreement prohibits strikes and lock-outs until 2 weeks after the grievance machinery has been exhausted and the international union has authorized a strike and notified the company.

The Michigan Alkali Co. agreement requires, in addition to a majority vote by secret ballot under the supervision of the national union, that the union post a notice stating the matter in dispute 3 days before the election is held. The company retains the privilege of posting its views. If a strike is voted, the international union president or his representative shall authorize the strike, give the company written notice of the date, and confer with the company president or his representative. The company agrees to cease production in case of an authorized strike and further agrees not to lock out the employees. The Diamond Alkali and Pittsburgh Plate Glass

(Columbia Chemical Division) agreements prohibit strikes until a national officer of the union has conferred with company officials after having been furnished with a full statement of the dispute by a bipartisan grievance committee.

Under eight agreements which prohibit or restrict stoppages, including some of the major companies, the union agrees to protect company property in the event of a strike or suspension of work. In seven agreements, the union agrees to permit maintenance employees to work the necessary time to stop operations without damage to the equipment. In the other, a union committee is allowed to inspect the plant to see that no production is being carried on. In addition, necessary "protective production" in specified departments is to be performed by a union committee.

The disciplining of irresponsible members who stop work in violation of the agreement is provided for in five instances; in one of these, the extent of the disciplinary action must be mutually approved by the union and the company. Under one agreement, the union undertakes to enforce the "no-strike" provision by disavowing the strike and penalizing its members who participate in the stoppage.