UNITED STATES DEPARTMENT OF LABOR
Frances Perkins, *Secretary*
BUREAU OF LABOR STATISTICS
Isador Lubin, *Commissioner* (on leave)
A. F. Hinrichs, *Acting Commissioner*

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Union Agreements in the Leather-Tanning Industry

1943

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Prepared by the
INDUSTRIAL RELATIONS DIVISION
Florence Peterson, Chief

Bulletin No. 777

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Contents

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Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington, D. C., April 18, 1944.

The SECRETARY OF LABOR:

I have the honor to transmit herewith a report on union agreements in the leather-tanning industry. The report is based on an analysis of 40 employer-union agreements which were in effect in the fall of 1943.

This bulletin was prepared by Eleanor T. Royer, under the immediate supervision of Abraham Weiss of the Industrial Relations Division, Florence Peterson, Chief.

A. F. HINRICHS, *Acting Commissioner.*

Hon. FRANCES PERKINS,
Secretary of Labor.

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Bulletin No. 777 of the
United States Bureau of Labor Statistics

Union Agreements in the Leather-Tanning Industry, 1943

Summary

APPROXIMATELY 60 percent of the workers in the leather industry (between 25 and 30 thousand wage earners) are employed in plants which have agreements with either national or international unions. The following analysis of collective-bargaining arrangements is based on 40 agreements covering about three-fourths of the total workers employed under the terms of union agreements which were in effect in the fall of 1943. These plants are primarily engaged in tanning, currying, and finishing sole and belting leather, upper and lining leather, and the japanning and finishing of leather, on either an independent or a contract basis.[1] Normally about 90 percent of the total leather produced in these establishments goes into the manufacture of shoes, gloves, and garments.

The industry is characterized by medium size and small plants. In 1939, none of the 446 existing establishments employed over 1,000 employees, and only 14 reported over 500 wage earners. In contrast, about two-thirds of the plants employed 100 workers or less, representing about one-fifth of the total employment.[2] Although the number of establishments has decreased about one-fourth in the past 20 years, the total number of workers has changed very little, averaging around 50,000. Between January and December 1943, however, employment decreased from about 50,000 to 41,000.

The availability of hides and bark for tanning and the proximity of markets have largely determined the location of leather plants, although leather tanning is carried on in 29 States. Massachusetts, Pennsylvania, New York, in the order named, are the leading States in terms of wage earners employed, accounting for slightly less than half of the workers in the industry. Massachusetts is the center of the tanning of side upper leather which, in terms of employment, is the most important product in the industry. Western Pennsylvania is the heart of the heavy leather industries—sole leather for shoes and leather belting. In the Johnstown-Gloversville area of Fulton County in upper New York State, the fine glove leather-tanning industry is of primary importance. Wisconsin, Illinois, and Michigan are other important tanning centers, together accounting for about one-fourth of the wage earners. Most of the leather plants in the Pacific States are in the vicinity of San Francisco.

Male employment predominates in the leather-tanning industry as many of the tasks require arduous manual labor. In 1939, only one-

[1] The industries as defined correspond to the 1939 Census of Manufactures, described as "Leather—Tanned, curried, and finished."
[2] 1939 Census of Manufactures.

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twelfth of the total labor force consisted of women, and these were employed chiefly on semiskilled occupations in the finishing departments. Over an eighth of the total workers were employed on skilled occupations, approximately a fourth on unskilled, and the remainder on semiskilled jobs.[3]

Extent of Union Organization

Approximately 60 percent of the workers in the leather industry, or between 25,000 and 30,000 wage earners, work in plants which have negotiated agreements with national or international unions.[4] Much of this union organization has taken place during the last few years, as no more than 25 percent of the workers were under agreement in 1939.

Union organization prevails among the larger plants; of the establishments in the industry employing 250 or more employees, about three-fourths operate under terms of written agreements. Over half of the plants employing between 50 to 250 workers, but only about one-fifth of those employing less than 50 workers, deal with nationally affiliated unions.

About three-fourths of the workers in each of the leading States of Massachusetts, Pennsylvania, and New York are covered by union agreements with nationally affiliated unions, New York State showing the highest proportion of workers under agreement. In the Midwest, over 90 percent of the workers in Michigan and over two-thirds in both Wisconsin and Illinois are in organized plants. Practically all of the tannery workers in California are covered by union agreements. Some union organization is found in 20 of the 29 States engaged in leather tanning.

Three agreements (in Massachusetts, Fulton County, N. Y., and San Francisco), which have been signed by associations of leather-tanning firms, cover numerous plants in their respective localities and account for about one-fifth of the total organized workers in the industry. The other agreements were negotiated with individual employers.

UNIONS IN THE INDUSTRY

Agreements negotiated by the Leather Division of the International Fur and Leather Workers' Union (C. I. O.) cover about 80 percent of the organized workers, and those by the United Leather Workers' International Union (A. F. of L.) about 10 percent.

Several unions whose jurisdiction is chiefly in other industries have also organized tannery workers. The Amalgamated Clothing Workers of America (C. I. O.) has a few agreements covering about 5 percent of the organized workers, mainly in the Michigan-Wisconsin area. The Amalgamated Meat Cutters and Butcher Workmen of North America (A. F. of L.) has organized virtually all tannery workers in the San Francisco area. Other unions in the industry include the United Automobile Workers (A. F. of L.), principally in Michigan; federal labor unions directly affiliated with the American Federation

[3] Earnings and Hours in the Leather and Leather Belting and Packing Industries, 1939. (U. S. Bureau of Labor Statistics Bulletin No. 679.)

[4] This estimate is based on data for 255 plants employing over 90 precent of the wage earners currently employed in the industry. It does not include approximately 5,000 workers covered by 9 agreements negotiated with single-plant organizations which are not affiliated with either the A. F. of L. or the C. I. O.

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of Labor; the United Shoe Workers of America (C. I. O.); the Gas, Coke and Chemical Workers (C. I. O.); and District 50 of the United Mine Workers. The last two of the above unions have organized chiefly in the Southern States.

Since the end of the nineteenth century, leather workers have been organized in various unions affiliated with the American Federation of Labor. The Amalgamated Leather Workers' Union of America was officially chartered in 1901 by the A. F. of L. Although the union made rapid gains in the early years of its existence, strike losses in Milwaukee, Chicago, and California seriously weakened it and caused the union to surrender its charter in 1912. Some of the surviving locals were chartered as federal labor unions directly affiliated with the American Federation of Labor. In 1917, the United Leather Workers' International Union of the A. F. of L. was organized at Indianapolis as the result of the amalgamation of several federal labor unions and other A. F. of L. affiliates, including the United Brotherhood of Leather Workers on Horse Goods and the Travelers' Goods and Leather Novelty Workers' International Union.

The National Leather Workers' Association which was organized in 1933 in Peabody, Mass., as an independent union, joined the C. I. O. in 1937. Two years later it amalgamated with another C. I. O. affiliate, the International Fur Workers' Union of the United States and Canada, but retained its autonomous rights. This merger ended a jurisdictional dispute between these two C. I. O. affiliates over the tanning and finishing of fur skins. In 1940, the International Fur and Leather Workers' Union was joined by most of the locals of the Independent Leather Workers' Union of Fulton County, N. Y., which was organized in 1933 but had remained independent.

Union Agreements

The following analysis is based on 40 agreements, covering about 22,500 workers in 120 establishments and representing about three-fourths of the total number of workers under agreement during the fall of 1943. Two of the three agreements signed by employers' associations were negotiated by the Leather Division of the Fur and Leather Workers' Union—one with the Massachusetts Leather Manufacturers' Association, which includes 21 firms employing about 3,900 workers, and the other with the Fulton County Tanners Association in upstate New York, which includes 20 companies employing about 1,100 workers. (The former covers about 600 additional workers, since 39 independent companies in the area have signed terms identical with those in the Massachusetts Association agreement.) The third association agreement was signed by the Amalgamated Meat Cutters and Butcher Workmen with three tannery employers of San Francisco.

The 37 other agreements analyzed cover plants employing over 150 workers and include plants in 18 States. Among the agreements which cover the largest number of employees are those with the Armour Leather Co. (Williamsport, Pa.), International Shoe Co. (Hartford, Conn.), Winslow Bros. & Smith Co. (Norwood, Mass.), the Elkland Leather Co. (Elkland, Pa.), the Graton & Knight Co. (Worcester, Mass.), and the Fred Rueping Leather Co. (Fond du Lac, Wis.).

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DURATION AND RENEWAL OF AGREEMEMENTS

The effective period of 26 of the agreements, including all the large ones except the Massachusetts agreement, is 1 year. All but three of these, however, are renewable automatically for additional yearly periods, subject to change or termination by either party at the close of any year. Two of the three agreements contain no provision for renewal; in one, renewal is to be the subject of negotiation 60 days prior to the expiration date.

The Massachusetts Association and eight other agreements were negotiated for 2-year periods. All except one of these are renewed automatically from year to year, in the absence of notice. One agreement covering a small company was made in 1938 for a 5-year period and continues indefinitely unless 30 days' notice of termination is given by either party at the end of the 5-year period. Two agreements are effective for 2 years or for the duration of the war, whichever is longer, and another is effective either for 1 year or for the duration of the war. Only one agreement is made for a period of less than 1 year; it runs for 9 months, but is renewable yearly thereafter unless the union fails to show that it represents a majority of the workers covered. Generally, notice of intention to change or terminate the agreement must be served 30 days prior to the year's end; in a few cases the notice period is 60 days.

Without exception the agreements in this industry cover all the production workers regardless of skill or occupation. However, certain groups—such as executives, supervisory, office, and clerical employees, and foremen—and, in some cases, watchmen, are usually excluded from the scope of the agreements.

Union Status

MEMBERSHIP REQUIREMENTS

Closed- or union-shop conditions, under which employees must be union members at the time of their employment or become so within a stated period, are specified in 15 agreements, covering almost half of the workers under the 40 agreements here analyzed. The San Francisco Tanners' agreement makes it obligatory for the companies to hire employees from an "out of work list" furnished by the union, if, in the opinion of the employer, the list contains capable persons. Another of these agreements allows 1 percent of the total number of employees on the regular pay roll to be hired outside the union, but these employees are required to join the union within 3 weeks. Six agreements permit the employer to hire whomever he wishes, but these employees must join the union within a specified period, ranging from 2 to 6 weeks. The remaining 7 agreements, including the Massachusetts Master agreement and that of Winslow Bros. & Smith Co., provide modified union shops, under which all new employees but not old employees must join the union within a certain time. The Massachusetts Master agreement, provides, in addition, that in hiring new employees (except for 1 percent) preference shall be given to union members. In effect this arrangement is almost the same as the use of the "out of work list" in the San Francisco area.

Eleven agreements, covering about one-fourth of the workers and including the Fulton County Tanners and the Graton & Knight Co.

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agreements, require "maintenance of membership" for employees who were members when the agreement was signed or who later become members. Maintenance of membership in the Fulton County Tanners agreement is the result of a decision of the National War Labor Board on October 10, 1942.

One agreement which has no kind of membership requirement, encourages union membership by specifying that the employer must lay off nonunion employees in advance of union members. The remaining agreements, covering more than a fourth of the workers, make no reference to union membership but merely grant the union sole bargaining rights. The Armour Leather Co. at Williamsport, Pa., and the Elkland Leather Co. are among this group. One of these states that the company will "encourage employees to join the union and maintain their membership."

MANAGEMENT PREROGATIVES

Almost three-fourths of the agreements in the leather industry state that the management retains "the right to hire, suspend, or discharge for proper cause, relieve employees for lack of work and transfer from one department to another." Some further provide that the "processing of leather" shall be determined by management.

COLLECTION OF UNION DUES

Automatic check-off of union dues by the company is provided for in 5 agreements, including about 10 percent of the workers. Approximately 40 percent of the workers are covered by 13 agreements which permit individual employees to authorize deductions from their pay for union dues; 9 of these specifically provide that such authorization may be revoked at any time. Seven of the agreements containing the check-off provision are closed- or union-shop agreements, one has a maintenance-of-membership clause, but in 10 agreements there are no union-membership requirements.

Some agreements facilitate the collection of dues by the union. Under one, the company agrees to provide a booth for the use of a union representative in collecting dues on pay days. The Massachusetts Leather and Winslow Bros. & Smith Co. agreements, in addition to a voluntary check-off, allow the shop stewards or other union representatives to collect dues from employees in the tannery, provided they do so on their own time, and permit them to obtain from the plant office each week the names of all new employees. Several other agreements, in which there is no check-off clause, either make a similar provision in regard to collection of dues, or simply provide that the union representative may obtain the names of newly hired employees.

Wage Provisions

MINIMUM, HIRING, AND OCCUPATIONAL RATES

Leather-tanning agreements generally contain little information about specific wage rates. In 12 of the 40 agreements plant-wide minimum rates are specified[5] and 5 others contain detailed occupational

[5] The National War Labor Board in a directive order of July 22, 1943 set a minimum for another small company of 44 cents per hour for women and 50 cents per hour for men to be reached after 60 days' employment.

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listings. None of the three association agreements mention wage rates. In the agreements containing occupational listings, the lowest rates listed range from 58 cents for laborers to 65 cents for "feeders" in "stripping tap bends."

Seven of the 12 agreements which contain plant-wide minima establish separate plant minima for female and male workers. The minimum rates for women range from 47½ to 68½ cents per hour, while men in these plants receive minimum hourly rates ranging from 52½ to 78½ cents. Five of these seven agreements prohibit wage differentials based on sex alone, and it may, therefore, be assumed that these differences in minimum rates reflect different assignments of work to men and women. Plant minima in the five agreements which do not have separate male and female minimum rates range from 50 to 70 cents per hour.

Eleven other agreements which do not specify minimum-wage rates prohibit sex differentials by stating that "where female employees do the same kind and amount of work as male employees in the individual tannery, they shall receive the same wages," or by stating that "there shall be equal pay for equal work in any department."

Hiring rates for beginners, ranging from 5 to 11 cents below the minima, are specified in 5 of the 12 agreements containing plant-wide minimum rates. In addition, 2 agreements specify hiring rates and mention minimum rates without indicating the amount. One agreement specifies a hiring rate for male employees under 21 years of age, which is 2¾ cents below that for male employees over 21. Usually a new employee is advanced directly to the plant-minimum hourly rate after a definite period, usually 30 days or 6 weeks. In the agreement with hiring rates 11 cents below the minimum (covering a large company in the eastern area) an employee reaches the minimum through two successive increases—one of 5 cents and the other of 6 cents per hour—at 4-week intervals.

Under one agreement when a worker is transferred to a "rated job," he reaches the rate of that job by a series of successive increases at 3-month intervals extending over a 9-month period, while an employee newly hired for a "rated job," who has had previous experience on that job, is paid at least 75 percent of the job rate and progresses to the rate for that job in three 2-month intervals.

BASIS OF WAGE PAYMENT

Almost three-fourths of the agreements, including all the major ones and covering about 80 percent of the workers, indicate that both time and piece rates are paid in the respective plants. In a very few of these, other incentive plans are also in effect. Six additional agreements, all of them with small companies, refer to time rates only, while the method of wage payment is not indicated in the remaining agreements.

UNION PARTICIPATION IN RATE SETTING

Advance participation by the union in wage-rate setting is specifically provided in four agreements. One of these is the Massachusetts Master agreement which states that if a new piece rate is to be established, the employer will give advance notice of the trial rate to the union representative; this trial rate is to remain in effect for a 2-week

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period, after which it becomes the permanent rate if mutually satisfactory. The union may contest the rate at the end of the 2-week trial period, however, and if no agreement is reached, it is submitted to arbitration. If the trial rate is changed by mutual agreement or through arbitration, the new rate is made retroactive to the date when work was originally started on the operation. The second agreement stipulates that wage rates on new machines or processes shall be set by a time study made jointly by the employer and the union; in case of dispute the matter is to go to arbitration for final settlement. The third agreement provides for joint agreement on a fair rate if an employee's job is changed from time to piece work or vice versa; in case of disagreement, the dispute is to be arbitrated. The fourth agreement states that any "proposals for changes, either in a rate or in the method of computing wages, must first be agreed upon by the company and the union in order to become effective."

The employer explicitly retains the right to change the type of wage payment from time to piece rates and vice versa in 17 agreements covering slightly over one-third of the workers. Twelve of these agreements and 10 others, expressly allow the union to take up disputed rates as grievances, including, in 9 cases, resort to arbitration.

INTERIM WAGE ADJUSTMENT

Wage adjustments which affect the general wage level in the plant, rather than individual rates, are allowed during the term of the agreement in more than half of the agreements covering almost 70 percent of the workers. About two-thirds—among them most of the large agreements—link wage adjustment to the cost of living. Seven, including the large Massachusetts agreement, require automatic adjustments in wages based on changes in the cost of living.[6] These generally state that if the Bureau of Labor Statistics' cost-of-living index changes by a specified amount, usually 5 percent, wages will be automatically adjusted by the same amount.

Protection of existing wage scales is provided in several of these agreements, which state that wages may not be decreased below the level specified in the agreement or in existence at the time the agreement is signed, in the event the cost-of-living index declines. On the other hand, three of the agreements with the automatic cost-of-living adjustment, covering companies in the Philadelphia area, provide for possible downward wage adjustments in the event that a ceiling price is put on leather which affects the company's competitive position. Two of these state that in such event the company may request reopening of the wage scales; the other states that any union "shall cooperate with the employer to the extent that any undue hardship thereby created may be relieved."

The remaining agreements which gear wage negotiations to the cost of living merely permit the question of wages to be reopened whenever there is a change in the cost of living, generally stating that if the Bureau of Labor Statistics' cost-of-living index for that area changes by 5 percent either party may request a reopening of wage negotiations.

[6] National War Labor Board General Order No. 22 states that wage increases provided in "escalator clauses" in union agreements "must be held within the 15 percent cost-of-living formula." Most of the agreements with cost-of-living clauses were negotiated before wage stabilization, although they are all currently in effect.

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Reconsideration of the wage scale during the annual term of the agreement is permitted in nine agreements and during the 2-year period in one agreement. Most of these agreements provide for reopening of the wage question after specified intervals, usually not less than 3 months after the execution of the agreement, while a few permit the question to be raised at any time by either party, provided notice is given.

REPORTING PAY AND RECALL PAY FOR OVERTIME WORK

A common provision found in over three-fourths of the agreements requires payment for a minimum number of hours to employees called to work when no work is available, or who report at their usual hour without having been notified sufficiently in advance that there is no work. The reporting pay most frequently specified is 3 hours, although the Massachusetts Leather, San Francisco Tanners, Winslow Bros. & Smith agreements and five others provide for 4 hours' pay and a few agreements provide for 2 hours' pay. One of these clauses which stipulates 4 hours of call pay, grants only 3 hours' pay to any employee reporting to work on a day when he is entitled to overtime rates. In about half of the cases the minimum call payment is waived if the lack of work is due to a machine break-down, the absence from work of a member of a work team, or some other circumstance beyond the company's control.

Piece workers are not always paid for full time, if work is not immediately available when they report for duty. About two-fifths of the agreements providing for call pay, which cover both hourly and piece-rate workers, stipulate that if work is available within 30 minutes of reporting, piece workers are not to be paid for the lost time, as such, since presumably they can make up the difference by speeding their work, once it begins.

While reporting-pay provisions probably apply to work outside regular hours for which employees are called back after completing their regular work, only one agreement makes specific provision for such a situation. This agreement requires that such employees be paid for 1 hour of travel time in addition to pay and one-half for all time worked.

PAY FOR WAITING TIME

Since a considerable amount of the work in leather tanning is done on a piece-work basis, a question frequently arises about pay for waiting time. Half of the agreements, covering approximately one-third of the workers, specifically grant pay to employees required to remain in the plant when machinery break-down or other circumstances prevent them from continuing work after it has started.

A few of the agreements require pay for all waiting time. Some agreements, however, allow the employer a tolerance period of from 15 to 30 minutes, after which he may dismiss the workers without payment for such waiting time. Under some of these, employees requested to remain after the tolerance period receive pay for the total elapsed waiting time, while under others, the tolerance period is excluded in computing waiting-time pay. Under one agreement, employees are paid for the first 15 minutes of waiting time at a rate 10 percent below their average earnings, although the employee's

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regular rate or earnings presumably apply to waiting time beyond 15 minutes.

TRANSFER RATES

To protect an employee's earnings and to safeguard established wage standards, about three-fourths of the agreements stipulate the rate which an employee shall receive when transferred temporarily, or during an emergency, to another job. An employee shifted at the request of the company and to its advantage usually receives the rate of his former job or the rate of the job to which he is transferred, whichever is higher, whereas an employee transferred at his own request receives the rate of the job to which he is transferred. When transferred to a higher-paying job, an employee generally receives the higher rate immediately, although in one agreement, he must work 1 week on the new job before getting the higher rate, and in another, when he is judged "qualified" to perform the job.

A very few of the agreements specifically make provision for permanent transfers and indicate the rate payable. In one of these, the transferred employee receives the rate paid for the job to which he is transferred. In another, a worker transferred to a higher paid job, if on hourly work, is paid at his former rate for 3 weeks and thereafter at a rate commensurate with his competency; if on piece work, he receives the average earnings of his former job (presumably for 3 weeks) and thereafter, if he is capable, the new job rate. Under a third agreement, an employee transferred to a piece-work job on which he has not previously worked receives the minimum day rate for a period not exceeding 40 working hours, after which he receives the established piece rate for the job.

MISCELLANEOUS PAY PROVISIONS

As compensation for working under particularly unpleasant conditions, three agreements specifically provide additional pay for those employees working in the wet departments. One grants a bonus for "wet work" of 7½ cents per hour over the base rate; another grants 5 cents, and a third 2½ cents (this agreement provides, in addition, a premium of 3 cents per hour for a certain pickling process).

Shift Provisions

Half of the agreements, including those with all the large companies except the Fulton County Tanners and the Rueping Leather Co., refer to night shifts; and all except six of those mentioning shifts require the payment of a wage differential or shift bonus for night work. In a very few of these agreements, engineers, firemen, watchmen, janitors, or maintenance men are excluded from receiving night differentials. One agreement which mentions shifts but does not provide a differential, states that the company and union shall "agree on the general policy of rotating shifts where multiple shifts are in effect."

Seven agreements provide specific bonuses for second and third shifts when the plants are on a 3-shift basis, and in all but one of these, third-shift workers receive a larger bonus than those on the

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second shift. The nine remaining agreements with shift differentials do not indicate whether plants are operating two or three shifts, but simply provide a general premium rate for "other than day shifts."

The following table shows the number of agreements providing specific night-shift bonuses and the percent of workers covered by each type.

Number of Agreements Providing Shift Differentials and Percent of Workers Covered

Number of agreements	Workers covered	Shift differentials for—	
		Second shift	Third shift
1 agreement	2 percent	3 cents per hour	3 cents per hour.
5 agreements	63 percent	2½ cents per hour	5 cents per hour.
1 agreement	5 percent	3 cents per hour	5 cents per hour.
		"Other than day shifts"	
1 agreement	2 percent	4 cents per hour.	
4 agreements	16 per cent	5 cents per hour.	
1 agreement	6 percent	3 percent of day rate.	
1 agreement	1 percent	5 percent or 4 cents whichever is greater.	
1 agreement	2 percent	7 percent or 6 cents whichever is greater.	
1 agreement	3 percent	10 percent of day rate.	

Overtime, Week-End, and Holiday Rates

OVERTIME

All but eight of the agreements provide for a regular 8-hour day and 40-hour week and for time and one-half the regular rate for work in excess of these hours.[7] Under five agreements the daily overtime varies because the daily hours may be either 6⅔ or 8 hours. In four of these, overtime starts after either 6⅔ or 8 hours, according to the work schedule, while in the other, overtime is paid after 8 hours only. In these five agreements, the normal number of days per week varies from 5 to 6, depending on the daily hours. Three agreements make no provision for daily overtime, and any overtime in these plants is therefore paid in accordance with the weekly provisions of the Fair Labor Standards Act.

A few agreements waive daily overtime pay by specifically providing that employees, who are allowed to make up time lost because of absence resulting from illness, a holiday during the week, or some other reason, shall receive overtime only if the time worked is in excess of 40 hours per week.

Under several agreements employees in any department, who are unable to finish a regular day's production because of the absence of "an employee who is a member of the grievance committee, an officer of the union, or a committeeman engaged in performances of an undertaking in behalf of the union or any of its members," must complete the regular day's work without overtime pay, even though the time consumed in so doing extends beyond the regular hours of work.

Certain occupations, such as watchmen, firemen, engineers, and maintenance men, are specifically excepted from the daily hours

[7] A few agreements specifically mention only daily overtime rates, since weekly overtime rates are established by the Fair Labor Standards Act.

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provisions in about a half of the agreements and therefore receive overtime pay only for work in excess of the specified weekly hours. These same occupations are in many cases excepted from the week-end and holiday premium rates.

LUNCH PERIODS

Only a few agreements make specific reference to regular lunch periods, five providing that the lunch period shall be at a specified time, and one other providing for overtime pay for work during the regular lunch period for all employees except maintenance workers, errand boys, and those on piece work.

WEEK ENDS

Although 24 of the agreements provide for the payment of premium rates for Sunday work, regardless of whether such work represents overtime, most of these were negotiated before October 1942 and have been superseded by Executive Order No. 9240 for the duration of the war.[8] According to 6 of these agreements, Sunday work is paid for at double rates and according to 18, at time and one-half. One agreement allows a premium of 10 cents per hour for Sunday work to employees in the beam house whose regular workweek includes Sunday, except when "sixth day soak." Time and one-half is provided for Saturday work by 10 of these agreements and by 3 for the sixth consecutive day worked. One also provides for double time after 8 hours' work on Saturday and another forbids the payment of Saturday premium rates if a holiday occurs during the week.

Twelve agreements which were negotiated since the issuance of the Executive order grant double time for the seventh consecutive day of work. Six of these also call for time and one-half for the sixth day worked, although one forbids the payment of premium rates for the sixth day if the employee is absent unjustifiably during the week.

Four agreements do not specify a premium rate for either Sunday or the seventh day of work. One of these provides for time and one-half for the sixth day, but the others likewise fail to mention premium pay for Saturday or the sixth day.

HOLIDAYS

Pay for holidays not worked is not general in the leather tanning industry. In a few agreements, covering almost 15 percent of the workers, pay is provided for one holiday, generally Christmas, even though no work is performed. Two agreements provide for 2 paid holidays; one provides for 3, and another for 6.

All the agreements, except the Fulton County and two smaller ones, provide premium rates for work done on specified holidays. The number of holidays named varies from 1 to 7 but is typically 6. The premium rate specified is time and one-half in agreements covering approximately 75 percent of the workers, and double time in six agreements covering less than 10 percent of the workers. The terms

[8] Executive Order No. 9240 regulates pay for week-end and holiday work "on all work relating to the prosecution of the war" for the duration of the war emergency. It prohibits premium pay for Saturday and Sunday work, as such, and makes the payment of double time for the seventh consecutive day of a regularly scheduled workweek mandatory. Payment of a premium rate on the sixth day is permitted if it has been paid previously either on the sixth day or on Saturday. Time and one-half compensation is required for all work performed in six specified holidays.

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of these agreements, however, have been superseded by Executive Order No. 9240, when they provide for payment of more than time and a half for 6 holidays.[9]

Vacations

Of the 40 agreements studied, annual paid vacations are provided in 34, covering about 90 percent of the workers. Only two of the large agreements, those with the Graton & Knight Co. and the Fulton County Tanners Association, fail to provide for paid vacations.

A single vacation period, after a qualifying period of service, is provided by 24 agreements; graduated plans, under which more extended vacations are allowed to employees with additional service, are provided in the remaining 10 agreements. All but one of the single-period vacation clauses and seven of the graduated plans allow a maximum of 1 week's vacation after 1 year's service. One agreement requires 3 years' service for 1 week's vacation.

Of the agreements with graduated plans, three allow more than 1 week's vacation. Two of these allow 1 week after 1 year as a minimum vacation, with a maximum of 64 hours after 7 years' service in one case and 2 weeks after 5 years' service in the other. The third allows a half week after 3 months' service and 2 weeks after 1 year's service.

Three of the seven graduated plans with maximum 1-week vacations grant minimum vacation periods—2 days in one case and 3 days in the others—after specified service periods of less than 1 year, and maximum vacations of 1 week after 1 year's service. Three others grant minimum vacations of 20 hours for those employees who have worked 600 hours or more during the previous year, and one grants 3 days for 1,300 hours' work.

About half of the agreements which provide paid vacations specify that in addition to the minimum-service requirements, the employee must have actually worked a minimum length of time during the year—generally 26 weeks, but ranging from 1,000 hours to 40 weeks—to qualify for the paid vacation. One of the agreements, which provides for only 1 regular week of vacation after 1 year of service, states that an additional vacation week shall be granted to workers who have been absent less than 5 days during the previous year.

Compensatory pay in lieu of actual vacation is permitted in almost a third of the agreements. In some, the option of substituting pay for vacation is left to the worker and in others to the management. One agreement specifies that employees who are laid off just prior to the vacation time are to receive their earned vacation pay.

For workers paid on an hourly basis 1 week's vacation pay is commonly 40 times the regular hourly rate, while for piece workers it is generally 40 times the employee's average hourly earnings over a specified period—usually from 2 weeks to 3 months preceding the vacation date. In several agreements the basis of pay is not mentioned. A week is defined as 6 days in only one agreement. Overtime compensation is specifically excluded from the calculation of vacation pay [10] in a third of the agreements.

[9] See footnote 8.

[10] The National War Labor Board on August 11, 1943 announced that in cases where a union agreement provides for a vacation with pay, but does not specifically state the number of hours' pay, and a longer workweek has been adopted since execution of the agreement, the company may pay vacation allowance on the basis of the current workweek.

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The period during which vacations must be taken is mentioned in about two-thirds of the agreements which provide paid vacations. Slightly over half of these stipulate that the vacations be taken within specified months, usually during the summer. Most of the remaining agreements grant the company the right to designate the vacation period. In about one-fourth of the agreements, department seniority governs the assignment of individual vacations. One agreement provides that employees engaged in the "first processing of hides" shall receive priority in their choice of vacation time, and employees in other departments may exercise their preference according to their seniority standing.

Seniority Rules

Seniority rights, granting preferential treatment based on length of service, are found in almost all the leather-tanning agreements. In most cases employees do not acquire these rights until they have completed a probationary period, commonly 6 months; but in one case the period is only 5 days and in another it is 1 year. Once acquired, seniority rights usually apply to lay-offs and rehiring and in some cases affect promotions.

All the agreements, except those of the Fulton County and San Francisco Tanners, define the unit to which accrual of seniority applies. Almost three-fourths define seniority as length of service in a department and a few of these establish seniority by job within the department. The remaining agreements, with the exception of four, count seniority for new employees as service in a department and for workers with longer service, usually 4 years, as length of service in the plant. In two of the four exceptions, seniority is on a plant-wide basis for all employees. A third agreement, which covers a small company, defines seniority for the purpose of lay-off as length of service in the plant, and for the purpose of promotions, as length of service on the job and establishes separate seniority lists for men and women. The fourth agreement, which covers a large company, maintains separate lists for men and women in each department in the plant; these lists are further subdivided by occupation, and under each occupation there are two classes of employees (A and B), according to the time when they were listed as "permanent employees on the operation." A majority of the agreements grant union-grievance officials preferential seniority rights by providing that they shall be the last to be laid off when work slackens, and the first to be rehired when work resumes.

TRANSFERS

The seniority status of an employee transferred to another department is specifically indicated in over a third of the agreements, which provide that an employee transferred temporarily retains the seniority he had accumulated in the original department. A very few provide that if the employee chooses to remain in the new job, his seniority dates from the time of transfer and presumably he loses the seniority he accumulated in the former department. However, two agreements specifically allow him to retain the seniority accumulated in the previous department.

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LOSS OF SENIORITY

Seniority is usually lost by voluntary quitting, discharge, or failure to return to work after a lay-off when requested by the company to report within a given time—in most cases, 5 days. Over a third of the agreements provide for the retention of seniority rights for a limited period, usually 1 year, following lay-off; in one agreement the period is 2 years.

Lay-off and Rehiring

Less than a fourth of the agreements specify that lay-offs and rehiring shall be made on the basis of seniority alone. In almost all the other agreements length of service is recognized as an important factor in determining lay-offs and rehiring, but is qualified by such factors as competency or ability to do the job, and in a few instances by the employee's "physical fitness" and family status. One agreement requires lay-off of nonunion employees first and then union employees by seniority.

"Bumping"—that is, displacing an employee with less accrued service in another job—is specifically allowed in about a fourth of the agreements. Under the agreement which establishes A- and B-class employees for each occupation, class-B employees are laid off first, in order of seniority, and if there are no employees in class B, class-A employees with least company seniority. Any employee laid off from a class-A job is eligible to displace an employee in a class-B job in the same rated or "the next lower rated operation in the plant," if he can qualify "without undue expense to the company" and if the employee on such class-B job has less continuous service with the company.

In about half of the agreements, specific provisions are made for the protection of employees who may be displaced by the introduction of new machinery. Those with the longest service on the operation displaced either are given preference in employment on the new machines, provided they are capable of doing the work required after a reasonable trial period, or are required to be transferred with full seniority rights to another occupation or department.

WORK SHARING

In almost three-fourths of the agreements, work sharing by reducing hours of work to a stated minimum, usually 32 hours per week, is required before lay-offs may be made. About half of these agreements specifically provide that all temporary employees shall be laid off before the work is shared. Several agreements set a time limit to work sharing, usually 3 to 5 weeks, after which the employer may make lay-offs on the basis of seniority and thus provide full-time employment for those remaining.

Promotions

Competence is almost always deemed the determining factor in making promotions, with seniority a secondary consideration applicable where the competence and ability of applicants are approximately equal. A few agreements provide for promotions on the basis of seniority alone, although in all but two of these there is the further stipulation that "the applicant must be competent." In these two exceptions applicants are considered first from the department and

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then from the plant. The agreement which requires lay-off of nonunion employees first also gives preference in promotion to union members, if qualified.

In most cases, promotions to supervisory positions are excluded from these provisions, the management retaining the right to make them as it sees fit. A few agreements specifically provide for referral to the grievance machinery of disputes arising from promotions, although presumably this practice is commonly followed elsewhere.

Military Service and Other Leave of Absence

MILITARY SERVICE

Clauses referring to the reemployment and seniority of employees in the armed forces, after their period of service, are found in all but 4 of the 40 agreements. Generally, the agreements follow the Selective Service Act and require that such employees apply within a specified time, usually 40 days, and are physically capable of performing their job. About a fourth of these agreements specifically provide for the accumulation of seniority during the employee's absence for military service. The others, again following the Selective Service Act, commonly state that the employee will be restored to "his former position or a position of like seniority," or, in a few cases, that he will be reemployed "with all full seniority privileges."

Almost half of the agreements grant either vacation pay or a bonus to employees drafted or volunteering for military service. Eleven agreements, including those with Graton & Knight, Armour Leather Co., and Elkland Leather, provide for vacation pay, while the Massachusetts Master agreement specifies the equivalent of vacation and Christmas pay. Seven other agreements grant a bonus—commonly 1 week's pay—but do not mention vacation pay as such.

WAR WORK

Over a fourth of the agreements, including those with the Massachusetts Leather Co., Fulton County Tanners, and Graton & Knight, provide for reemployment in a position of "like seniority" to employees "drafted" for nonmilitary employment or war work; and some of those, in addition, grant such employees earned vacation pay.

LEAVE FOR PERSONAL REASONS

While none of the agreements contain provisions for paid sick leave, a few indicate that an employee will not lose seniority because of absence caused by illness, and provide for a medical examination at company expense on his return.

Of the 25 agreements which specifically allow leave for personal reasons, such as illness in the family, all except 3 set a tentative limit on the time granted, subject to extensions in almost every case. The original period of leave is 30 days in every case except two, which allow 3 months. One of the agreements allowing 30 days makes a special allowance for maternity leave up to 180 days, with the right to extensions up to 1 year if necessary.

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LEAVE FOR UNION BUSINESS

Of the 28 agreements expressly granting leave for union business, 10 set definite time limits ranging from 3 to 6 days for attending union conventions to 2 years for employees holding full-time union office. The others either grant leave to employees chosen for a full-time union office "for the term of the office," or do not specify any definite limit. A very few agreements restrict the number of employees (generally 3) who may be absent on union business at one time. One agreement permits three employees at one time to be absent for 15 days and only one employee for longer periods. In a few cases, leave of absence is also restricted to the extent that it "will not interfere with the efficient operation of the plant."

Employees returning after an absence for union business are usually restored to their jobs with "like seniority," although two agreements, one of which grants indefinite leave and the other a maximum of 1 year, specifically allow him to accumulate seniority during his absence.

Health and Safety

The clauses relating to health and safety, which are included in most of the agreements, generally consist of pledges by the company to make "reasonably necessary provisions for the safety and health of its employees." In addition, in about three-fourths of the agreements, the employer agrees to furnish rubber boots, gloves, or aprons in the "wet departments" where the use of chemicals make such equipment necessary.

Adjustment of Disputes

GRIEVANCE ADJUSTMENT

All the agreements, except that with the Fulton County Tanners, describe in detail the steps involved in the presentation and negotiation of grievances. The Fulton County agreement contains a general statement to the effect that the employer and the employees or their representatives shall attempt to settle grievances before submitting them to arbitration.

Almost a third of the agreements specify that a worker with a complaint must notify his union representative and that the latter, after investigation to determine that the complaint is warranted, shall take it up with the foreman. In practice the worker may accompany the union steward, but this is not specifically required. In an additional third of the agreements, the aggrieved employee is supposed to accompany his union representative in presenting a grievance to the foreman. A fifth of the agreements grant the employee the option of himself presenting his complaint to the foreman, or of presenting it in company with his union steward. The remaining agreements provide that the employee is to take up any complaint directly with his foreman in an effort to settle it himself, before submitting the grievance to his union representative for adjustment.

Grievance proceedings beyond the initial presentation to the foreman generally include negotiations between the plant grievance committee with successively higher management officials. Nearly

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three-fourths of the agreements, moreover, provide for the assistance and participation of international union officials in the final stage of grievance negotiations, prior to arbitration.

In order to expedite the settlement of grievances, as well as to prevent delay by either party, time limits at all or some of the steps of the adjustment machinery are established in a third of the agreements.

Most of the agreements do not indicate when formal grievance meetings are to be held, and likewise make no specific provision for payment to employees or union representatives for time lost in presenting, investigating, and settling grievances. Two agreements, however, provide for regular meetings between the union bargaining committee and company officials, with pay to committeemen for all time lost from work in attending these meetings. Three others, while not specifying the regular time for meetings, state that members of the committee will be paid for meetings if called by the company.

Regular grievance meetings after working hours are called for under 10 agreements, although some of them allow discharge cases to be handled during working hours. No mention is made of pay for employees or union representatives who attend after-hours meetings; and pay for those who attend special meetings is indefinite, except in a few agreements which state that committeemen shall not be paid.

ARBITRATION

All but three agreements provide for the final settlement of disputes by an impartial agency if either party is dissatisfied with the result of the internal grievance procedure. None of the agreements requires mutual consent of the parties before arbitration may take place, although one states that the decision of the arbitration board, is not necessarily binding on either party but may be appealed for final decision to the National Labor Relations Board or to any other body mutually agreed upon.

The Massachusetts Master agreement refers all unsettled disputes to the Massachusetts State Board of Conciliation and Arbitration. In the remaining agreements, an arbitrator or an arbitration board must be chosen at the time arbitration is requested. The most common arrangement is a tripartite arbitration board, consisting of one or two representatives chosen by each side together with a jointly selected impartial chairman, to function only for the particular dispute.

One of these agreements with ad hoc arbitration, names a permanent umpire for cases involving complaint of unfair discharge. Another provides that in the event an impartial chairman is selected by the tanning industry—either in the area of metropolitan New York or nationally—arbitration proceedings between the company and union will be held before that arbitrator.

Many agreements anticipate the possibility of a deadlock, in either the selection of an impartial chairman or the single arbitrator, with consequent break-down of the arbitration machinery, by naming an outside agency or person to choose the neutral person in event of such a deadlock. Some designate the Conciliation Service of the U. S. Department of Labor; others designate the American Arbitration Association, a Federal or State judge, or some specified individual.

Of the 37 agreements with arbitration provisions, 10 provide no

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limitations on the types of grievances which may be arbitrated. Two specifically exclude questions of wages, rates of pay, work loads, or production, and one excludes disputes concerning competence, suspension, transfer, or lay-off. Nineteen specifically limit arbitration to "any grievance pertaining to the interpretation and application of the agreement." In five others, arbitration is specifically permitted to decide disputes over working conditions, wage rates, and production requirements.

Discharges

All but four agreements expressly grant an employee or the union the right to appeal cases of allegedly unfair or unjustified discharge. The established grievance machinery is generally utilized, and in a few agreements discharge cases take priority over other pending disputes and may be presented for adjustment at any time, without waiting for regular grievance meetings. In seven agreements, working rules are attached containing detailed lists of the causes for discharge; two others incorporate such causes into the agreement proper. Over half of the agreements mention incompetence as a cause for discharge.

As a safeguard against arbitrary discharge, a few of the agreements provide that the union shall be notified before the employee is discharged and that the case is to be reviewed jointly by the company and the union bargaining committee. Two of these specifically provide that if the parties are unable to agree on the merits of the case, the dispute may be arbitrated, the employee meanwhile remaining on the job.

Appeals of discharges must generally be made within a definite time after the discharge takes place. In almost every agreement, the time limits for discharges for incompetence and discharges for other causes differ. In all but two of the agreements, where incompetence is referred to as a cause for discharge, appeals must be made within 24 hours. The time within which discharges for other causes may be appealed is 7 days in all the agreements except two which allow only 4 and 5 days, respectively.

Some of the agreements require that discharge cases must be disposed of within a specified time, generally 3 weeks, but the time varies from 2 days in one agreement to 4 weeks in others.

Over half the agreements specifically provide for reinstatement with back pay for an employee found to be unjustly discharged, although the majority impose specified limits on the amount of back pay allowed, generally 4 weeks' pay, but ranging from 2 days in one agreement to 60 days in another; in two agreements the amount is left to the discretion of the arbitration board.

Strikes and Lockouts

Strikes and lockouts during the life of the agreement are banned in 28 agreements. Half of these expressly prohibit sympathetic strikes. In one agreement, strikes and lockouts are allowed only if either party fails to carry out an arbitration award within a specified time, and in another if the company refuses to submit unsettled disputes to arbitration. In eight other agreements stoppages are

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prohibited only until all the steps in the grievance machinery have been exhausted. One of the latter agreements does not provide for arbitration, and another provides for arbitration only on certain subjects. The two agreements which do not refer to strikes or lockouts also fail to provide arbitration.

Under 17 agreements, 12 of which prohibit strikes completely during the life of the agreement and 5 during negotiations on grievances, the union agrees to permit employees to process perishable goods in order to prevent spoilage, in the event that any stoppage does occur. In addition, under about a fourth of the agreements, the union guarantees that necessary maintenance employees, such as watchmen, firemen, and engineers, will remain on the job to protect the goods and property of the employer.

About half of the agreements provide that employees cannot be forced to work on leather coming from or going to a struck tannery, provided the company has been notified of the strike. Moreover, in several agreements the company specifically agrees not to hire "strike breakers."

Disciplining of members who violate the "no-strike" clauses is expressly provided for in two agreements. In one, employees in any department who stop work in violation of the "no-strike" provision forfeit the benefits of the agreement, and in the other, striking employees are to be discharged with no right to appeal.

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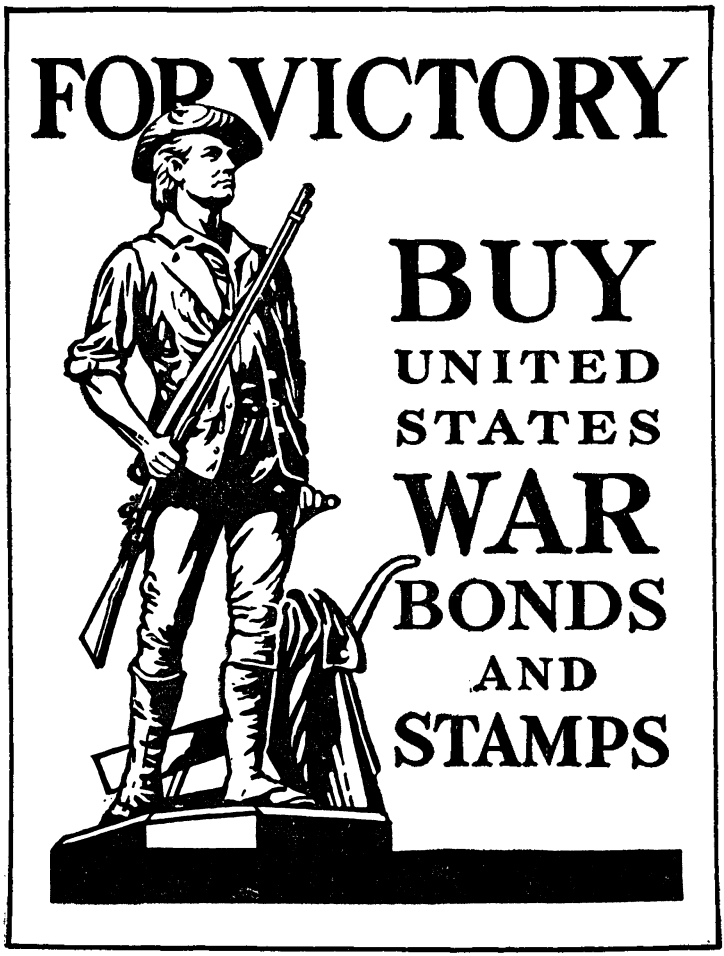

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