

UNITED STATES DEPARTMENT OF LABOR

Frances Perkins, Secretary

BUREAU OF LABOR STATISTICS

Isador Lubin, Commissioner (on leave)

A. F. Hinrichs, Acting Commissioner

+

Union Agreements
in the
Airframe Industry, 1944

+

Prepared by

INDUSTRIAL RELATIONS DIVISION

FLORENCE PETERSON, Chief



Bulletin No. 792

[Reprinted from the Monthly Labor Review, August 1944]

For sale by the Superintendent of Documents, U. S. Government Printing Office.
Washington 25, D. C. - Price 5 cents

Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington, D. C., August 19, 1944.

The SECRETARY OF LABOR:

I have the honor to transmit herewith a report of union agreements in the airframe industry based on an analysis of 26 agreements under which 95 percent of the workers in the industry are employed.

This report, which appeared in the August 1944 Monthly Labor Review, was prepared by Everett M. Kassalow under the direction of Florence Peterson, Chief of the Industrial Relations Division.

A. F. HINRICHS, *Acting Commissioner.*

HON. FRANCES PERKINS,
Secretary of Labor.

Contents

	Page
Coverage and duration of agreements.....	2
Union status.....	2
Check-off of dues.....	3
Wage provisions.....	4
Incentive plans.....	6
Minimum and hiring rates.....	6
Interim wage adjustments.....	6
Minimum call pay and recall for overtime.....	7
Shift differentials.....	7
Miscellaneous wage provisions.....	8
Pay for overtime and week-end work.....	8
Holidays.....	8
Paid vacations and sick leave.....	9
Military service.....	10
Leave of absence.....	10
Health, safety and sanitation.....	11
Seniority rules.....	11
Lay-off and rehiring.....	12
Promotions.....	13
Adjustment of disputes.....	14
Arbitration.....	15
Discharges.....	16
Strikes and lockouts.....	17

Bulletin No. 792 of the

United States Bureau of Labor Statistics

[Reprinted from the MONTHLY LABOR REVIEW, August 1944]

Union Agreements in the Airframe Industry, 1944¹

Shortly after the passage of the National Recovery Act the American Federation of Labor chartered a number of local (federal) unions in the aircraft industry. In October 1934 jurisdiction over aircraft workers was assigned to the International Association of Machinists (A. F. of L.). Although that union was able to negotiate agreements covering the Boeing Seattle plant in 1936, and the Lockheed-Vega, the Consolidated Vultee (San Diego), and the Curtiss-Wright (St. Louis) plants in 1937, its greatest organizational strides in the industry have been made in the last few years.

The United Automobile, Aircraft, and Agricultural Implement Workers of America (C. I. O.), originally established to organize workers in the automobile industry, specifically amended its jurisdiction in 1937 to take in aircraft workers. In that same year this union obtained bargaining rights for its members in a few of the large West Coast plants, but these agreements were not renewed in 1938. In 1939 the U. A. W.-C. I. O. renewed its organizational efforts in the aircraft industry and by 1940 had negotiated agreements covering several major plants, including those of the Brewster Aeronautical Corporation, Bell Aircraft (Buffalo), and Consolidated Vultee (Vultee Field, Calif.). Agreements with additional plants were negotiated subsequent to the beginning of the defense production program.

Approximately 65 percent of the workers in the airframe industry are now covered by union agreements. Another 20 percent of the industry's employees work in plants in which unions are recognized as sole bargaining agents, as a result of victories in National Labor Relations Board elections, but have not yet negotiated agreements. Among the large plants which are still unorganized are those of the Republic Aviation Corporation (Long Island, N. Y., Division) Northrop Aircraft Inc. (Hawthorne, Calif.), and two divisions of the Douglas Aircraft Co. (Oklahoma City and Santa Monica).²

Almost all the airframe workers are represented in approximately equal proportions by the United Automobile Workers (C. I. O.) and the International Association of Machinists (A. F. of L.). The International Brotherhood of Carpenters and Joiners of America (A. F. of L.), the United Furniture Workers of America (C. I. O.), and the United Steelworkers of America (C. I. O.) each represents a small number of workers employed in a few of the industry's minor plants.

¹ The airframe industry in this report includes only establishments which in 1939 were engaged in the manufacture and assembly of complete aircraft, and new plants established in this industry since 1939. Plants which have been converted to the industry since 1939 are excluded from the study.

² In a few of these plants, as well as in some others in the industry, craft unions have negotiated agreements covering certain skilled groups. Among the most important of these are the United Aircraft Welders of America (independent), the International Brotherhood of Electrical Workers (A. F. of L.), and the Pattern Makers League of North America (A. F. of L.). Since the present report deals primarily with the production workers, the agreements for these special groups are not included in the discussion.

Coverage and Duration of Agreements

The following discussion is based on an analysis of 26 agreements in effect in June 1944,³ which cover more than 95 percent of the employees in the industry who are working under agreement. The analysis has been supplemented by examination of National War Labor Board case data involving most of the plants covered by these agreements.

Seventeen of the agreements were originally negotiated for a 1-year period but are automatically renewed from year to year unless a 30- or 60-day notice of intention to change or terminate has been filed by either party. Nine are in effect for the duration of the war, although a few of these permit termination on 30 days' notice. More than half of the agreements state that their terms and conditions are binding upon any successors or assignees of the signatory parties.

Certain occupational groups, such as office workers, plant protection employees, supervisors, and foremen, usually are excluded from the coverage of the agreements. In addition, a few agreements exclude maintenance and skilled craft workers such as welders and electricians.

Union Status

In addition to granting sole bargaining recognition, most of the 26 agreements furnish additional protection to the union through some form of union security.

Union membership is required as a condition of employment, under the Boeing (Seattle), Brewster, Fleetwings, and Ford Willow Run Bomber agreements. These cover almost one-fifth of the workers under the 26 agreements. The Boeing and Brewster agreements also provide for preference in hiring to union members; the other two leave control over hiring entirely to the employer.

³ The plants covered in this report, and the unions with which the agreements have been made, are listed below:

Beech Aircraft Corporation, Wichita, Kans.....	International Association of Machinists, A. F. of L.
Bell Aircraft Corporation, Buffalo, N. Y.....	United Automobile Workers, C. I. O.
Boeing Aircraft Corporation:	
Wichita, Kans.....	International Association of Machinists, A. F. of L.
Seattle, Wash.....	Do.
Brewster Aeronautical Corporation, Long Island City, N. Y., and Johnsville, Pa.	United Automobile Workers, C. I. O.
Cessna Aircraft Co., Wichita, Kans.....	International Association of Machinists, A. F. of L.
Consolidated Vultee Aircraft Corporation:	
Vultee Field, Calif.....	United Automobile Workers, C. I. O.
San Diego, Calif.....	International Association of Machinists, A. F. of L.
Nashville, Tenn.....	Do.
Curtiss-Wright Corporation, Airplane Division:	
Louisville, Ky.....	Do.
St. Louis, Mo.....	Do.
Buffalo, N. Y.....	Do.
Columbus, Ohio.....	United Automobile Workers, C. I. O.
Fairchild Engine & Airplane Corporation, Hagerstown, Md.	Do.
Fleetwings Incorporated, Bristol, Pa.....	Do.
Ford Motor Co., Willow Run Bomber Plant, Ypsilanti, Mich.	Do.
General Motors Corporation, Fisher Body Bomber Plant No. 2, Cleveland, Ohio.	Do.
Goodyear Aircraft Corporation, Akron, Ohio...	Do.
Lockheed-Vega Aircraft Corporation, Burbank, Calif.	International Association of Machinists, A. F. of L.
McDonnell Aircraft Corporation, St. Louis, Mo.	Do.
North American Aviation, Inc.:	
Inglewood, Calif.....	United Automobile Workers, C. I. O.
Kansas City, Kans., and Dallas, Tex.....	Do.
Republic Aviation Corporation, Evansville, Ind.	Do.
Ryan Aeronautical Co., San Diego, Calif.....	Do.
Spartan Aircraft Co., Tulsa, Okla.....	International Association of Machinists, A. F. of L.
United Aircraft Corporation, Chance-Vought Aircraft Division, Stratford, Conn.	United Automobile Workers, C. I. O.

Maintenance-of-membership clauses are included in 14 agreements, in most cases as a result of a National War Labor Board order. The maintenance-of-membership clauses cover more than half of the workers, including those at the North American plants, the Curtiss-Wright plants at Buffalo and St. Louis, the Boeing plant at Wichita, Beech Aircraft, Bell Aircraft, Goodyear, and the Chance-Vought Aircraft Division. Four of the fourteen require the company to furnish new employees copies of the agreement. At Beech and Boeing (Wichita) the company supplies the union desk space in the personnel department for the purpose of serving the membership and "handling the affairs of the union." At Beech Aircraft the union is permitted to "interview all new employees who are included in the standard union classification"; the union, in turn, agrees to "inform each employee who is interviewed, at some time during the interview, that the matter of union membership is optional."

One agreement with McDonnell Aircraft requires the company to give preference to union members in hiring and to furnish a copy of the agreement to all newly hired employees. The remaining 8 agreements, including the Curtiss-Wright plants at Louisville and Columbus, the three Consolidated Vultee plants, and Lockheed, make no reference to union membership as a condition of employment. The Lockheed agreement stipulates that the company is to supply copies of the agreement to new employees and to urge them to "give due consideration to membership in the union." The Consolidated Vultee San Diego agreement provides that all persons newly employed by the company "who are eligible for membership in the union shall be given by a company representative before beginning work a copy of this agreement, a company rule book, and a union membership application to which is attached a dues deduction order * * * which membership and order the company hereby recommends."

Union activity or solicitation of members on company time is specifically prohibited in about half of the agreements. The Beech agreement, however, permits such activities by union members during their "free time," as long as they "do not interfere with the efficiency of the employees" whom they address. Nearly all the agreements grant the union the right to the use of a bulletin board within the plant, for posting notices, but such notices are generally subject to the management's approval before posting.

Check-Off of Dues

Eighteen agreements include some form of check-off of union dues by the company; however, only 5 of these provide for an automatic dues check-off for all members of the union, while the remaining 13 permit check-off after individual employees authorize deductions from their pay for union dues. Of the 5 agreements which establish an automatic check-off, 2 are with plants which operate under union-shop clauses and the other 3 cover plants where maintenance of membership is in effect.

Seven of the thirteen agreements which permit voluntary deductions of dues contain maintenance-of-membership clauses, 5 merely recognize the union as the sole bargaining agent, and 1 establishes a union shop. The Boeing Seattle agreement, in addition to providing for a voluntary check-off of union dues, states that the union's shop committee "shall check all employees' union books on the job between the 5th and the 10th of each month."

*Wage Provisions*⁴

Largely as the result of the influence of the National War Labor Board, most of the organized plants in the airframe industry now operate under the so-called 10-labor-grade wage system. Under this system 10 basic labor grades are established, with minimum and maximum rates for each of the grades. All jobs are classified on the basis of a job-evaluation system, the factor of skill carrying the greatest weight in the evaluation. After a job is evaluated it is placed in its proper labor grade; thus, jobs of least skill are placed in labor grade X, which carries the lowest rates, while those involving the greatest training and skill are classified in labor grade I. Jobs of intermediate skill are graded anywhere from II to IX, depending upon their evaluation.⁵

Minimum and maximum rates are established for each labor grade, and a worker who starts at the minimum of a given labor grade may receive increases which will bring him to the maximum of that grade. Under the Southern California plan, which governs all of the major assembly plants in California, such increases from the minimum to the maximum of the labor grade are not automatic but are granted as a reward for individual merit. At the Consolidated Vultee San Diego plant a union-management committee reviews each employee's record every 6 months, to determine his eligibility for a merit increase.

The other California agreements also require management to conduct such reviews periodically, but limit the union's participation to the right of appealing the company's decisions to the grievance machinery. Some of the agreements covering airframe plants outside of California, including the four Curtiss-Wright plants as well as Cessna Aircraft, provide for automatic progression from the minimum to the maximum of a labor grade with 5-cent increases every 3 months until the grade maximum is reached.

Although most of the plants have adopted the 10-labor-grade system, the rates established for each of the grades and the grades assigned to individual jobs may vary from plant to plant. Under the Southern California plan, as well as in some other plants, most jobs are divided into A, B, and C classes, depending upon the degree of skill and responsibility required, with the classes assigned to the various labor grades. (The A job receives the top rate, B the intermediate, and C the lowest rate.) In an effort to bring about standardization in the California aircraft plants, the National War Labor Board ordered all plants to adopt the same rates for each of the 10 labor grades and appointed a West Coast Aircraft Committee to assist the companies and unions in administering the plan. Under this arrangement, any new job not covered by the plan is "by collective bargaining * * * classified, evaluated, and assigned to the appropriate labor grade * * * provided, however, that in the event of failure of collective bargaining the West Coast Aircraft Committee shall make all necessary deter-

⁴ For a more detailed discussion of wages in the metal airframe industry, including nonunion plants, see *Monthly Labor Review*, May 1944 (p. 1650).

⁵ For a description of the mechanics of the 10-labor-grade system, see U. S. Bureau of Labor Statistics Bulletin No. 746: *Wage Stabilization in California Airframe Industry*, 1943.

mination."⁶ The Southern California rates and job evaluation system have been extended by the National War Labor Board to several midcontinent airframe plants, including the North American Co. (Kansas City and Dallas) and the Consolidated Vultee Nashville plant.

In some cases the 10-labor-grade system has been somewhat modified in its adoption at individual plants. The Boeing agreement, for example, establishes 10 labor grades, but establishes one flat rate which serves as both maximum and minimum for each labor grade, i. e., 10 rates in all with no range within each grade.

Safeguards against wage cuts.—Because of the numerous technological changes occurring in aircraft production, clauses protecting the earnings of workers whose jobs are affected by such changes have assumed special importance. The Brewster agreement guards against reductions in established classifications by providing that, "there shall be no reduction in rates of pay for established classifications or grades of classifications during the term of this agreement except as mutually agreed upon."

The National War Labor Board directive order in the Southern California Aircraft case stated that in no case was the introduction of the job-classification system to "operate to cause a decrease in the hourly wage rate of any employee." This provision would protect the rates of workers employed at the time the directive order was issued, even though some jobs might be classified at a lower rate after the SCAI plan went into effect. New employees hired for these same jobs would receive the rates established under the job-classification system.

Lead men.—Special wage differentials for "lead men" are established by a number of these agreements and, although the others make no reference to such differentials, they are known to be actually in effect in most of these plants.⁷ Of the 12 for which these rates are available, 5 allow any lead man at least 5 cents per hour more than

⁶ National War Labor Board decision in Southern California airframe case, March 3, 1943. National War Labor Board release B467. The rates set for the different labor grades under the Southern California plan are as follows:

	<i>Minimum</i>	<i>Maximum</i>
Labor grade X.....	\$0.75	\$0.80
Labor grade IX.....	.80	.90
Labor grade VIII.....	.85	.95
Labor grade VII.....	.90	1.00
Labor grade VI.....	.95	1.05
Labor grade V.....	1.00	1.10
Labor grade IV.....	1.05	1.20
Labor grade III.....	1.10	1.25
Labor grade II.....	1.20	1.35
Labor grade I.....	1.25	1.45

The board added that, "having due regard for the processes of collective bargaining, an employer may establish specialist rates for exceptionally qualified * * * employees in labor grade I, II, III, and IV as follows: Grade I, not to exceed \$1.60 per hour; grade II, not to exceed \$1.45 per hour; grade III, not to exceed \$1.35 per hour; grade IV, not to exceed \$1.30 per hour. Provided, however, that in any plant the number of employees receiving such specialist rates shall not exceed 10 percent of the employees in any labor grade for which such a specialist rate may be fixed."

⁷ The West Coast Aircraft Committee of the National War Labor Board has issued the following uniform job description for lead men in the California plants: "This occupation requires the transmitting of supervision orders and work instructions to a group of not more than 20 workers * * * engaged in an occupation, craft, trade, or closely related operations, working with the group to see that work is properly done. * * * (Lead men shall not pass upon wages, employment, or discharge of employees.) * * * The operations consist of giving immediate direction as to work or machine operations, work methods, and shop or office practices, and machine or work set-ups for lay-outs for demonstration purposes, seeing that given personnel, machines, tools, and equipment are properly utilized for work at hand, imparting current or new trade, craft, or occupational knowledge to workers, giving necessary guidance to employees, and performing work similar to that assigned to the group for a major portion of time. Similar work shall be construed to include time spent in guidance of employees on the job or in performing work demonstrations" (West Coast Aircraft Committee, Order No. 54, Nov. 5, 1943).

the highest-paid employee in the group he leads, 2 set this differential at 6 cents, 1 at 8 cents, and the other 4 fix a 10-cent differential.⁸

INCENTIVE PLANS

Only 3 of the 26 agreements refer to incentive systems. The Chance-Vought Aircraft Division and the Beech Aircraft Corporation agreements provide plant-wide incentive systems which cover both production and nonproduction personnel. Both plans are based on the entire plant output for a given period (1 month in Chance-Vought, 3 months in Beech Aircraft), with workers' earnings rising and falling in proportion to increases or decreases in output during the specified periods. The Beech plan, which is an outgrowth of an earlier profit-sharing system, also includes a rather unique up-grading system: merit increases within job classifications are dependent on an employee's performance in 2 examinations, one written and one a performance test, jointly prepared and administered by management and union. The other agreement which refers to an incentive system indicates that certain groups of production employees in the plant work on an incentive basis, but does not state the nature of this system.

MINIMUM AND HIRING RATES

Information on plant-wide minimum wage rates is available for all but four of the plants included in the report. While these minimum hourly rates range from 75 cents to 82½ cents, 13, including all the California plants, provide a plant minimum rate of 75 cents.

All but 1 of the 22 agreements which provide plant minimum rates include hiring rates for new, inexperienced workers below the general minimum scale. In 17 the difference between hiring and minimum rates is 15 cents, and in 5 this difference is 10 cents. All of the agreements which contain special hiring rates provide that new employees are to be advanced to the plant minimum by means of successive, automatic increases within a specified period (usually 3 months); in most of them the employee is advanced 5 cents each month until he reaches the plant minimum.

INTERIM WAGE ADJUSTMENTS

Ten agreements specifically permit reconsideration of the general wage scale during the life of the agreement. Most of these allow reconsideration of wages only at specified intervals (usually every 6 months), although 2 which are in effect for the duration permit the wage question to be reopened on 30 days' notice by either party. The wage question may be reopened in the event of a "major change" in the present wage-stabilization program, under a few additional agreements.

⁸ A recent directive order of the West Coast Aircraft Committee established the following rates for lead men: "The minimum rate of pay shall be equal to the maximum of the 'A' job grade of the highest occupation of any employee who remains within the group led for not less than a major portion of a given pay period. The maximum rate of pay shall be 10 cents above the maximum rate of the 'A' job grade of the highest occupation of any employee who remains within the group led for not less than a major portion of a given pay period. Provided, however, that in no case shall lead men receive less than 90 cents per hour or less than the minimum provided by contract, whichever is higher. * * * The methods of progression within the rate range herein established shall be the merit increase system currently used in each of the companies. * * * There shall be no reduction in pay for any person now performing the duties of lead men by reason of the application of this order" (West Coast Aircraft Committee, General Order No. 74, June 13, 1944).

When changes in production requiring new rates or classifications are introduced, most of the agreements require the management to consult with the union before putting into effect any new rates or changing the old ones. A few state that if the parties cannot agree on a new rate the management may establish a temporary rate pending final settlement by the National Labor Board, with any upward adjustment ordered by the Board to be retroactive.

MINIMUM CALL PAY AND RECALL FOR OVERTIME

All but one of these agreements require payment of a minimum amount to employees who report at their regular time but are not employed for a full shift. Nineteen guarantee a minimum of 4 hours' reporting pay, three of the others guarantee 3 hours, and two provide only 2 hours' reporting pay. The Boeing agreement provides that any employee required to report for work is to receive pay for the number of hours he is regularly scheduled to work.

Although not specified, the same minimum call pay probably applies to work outside regular hours in most plants, and more than half of the agreements specifically provide such guaranties for workers who are recalled after their regular shifts. A few of the agreements establish overtime rates for such "recall" work.

SHIFT DIFFERENTIALS

All of these agreements allow wage differentials for night work and a majority of the workers are allowed 8 hours' pay for less than 8 hours' work on the third shift. One-third of the workers under these provisions are also entitled to an hourly bonus of 6 cents for both second and third shifts. Most agreements do not explain whether shifts are fixed or rotated. One agreement permits the rotation of custodial employees, while two others state that the question of shift rotation is to be worked out jointly by management and union. Some of the agreements specify that the management is to notify the union in advance before changing the starting time of any shift.

The proportions of workers under agreements providing differentials for the various shifts are shown in the following table:

Wage Differentials for Night Work in Union Agreements in the Airframe Industry

Proportion of workers covered by differentials	Differential paid for—	
	Second shift	Third shift
1 percent.....	5 percent per hour.....	5 percent per hour.
9 percent.....	5 cents per hour.....	5 cents per hour.
7 percent.....	do.....	10 cents per hour.
1 percent.....	8 cents per hour.....	11 cents per hour.
1 percent.....	10 cents per hour.....	10 cents per hour.
3 percent.....	9 cents per hour.....	9 cents per hour, plus 8 hours' pay for 7½ hours' work.
6 percent.....	5 cents per hour.....	8 hours' pay for 6½ hours' work.
5 percent.....	do.....	5 cents per hour, plus 8 hours' pay for 6½ hours' work.
33 percent.....	6 cents per hour.....	6 cents per hour, plus 8 hours' pay for 6½ hours' work.
1 percent.....	7 cents per hour.....	5 cents per hour, plus 8 hours' pay for 6½ hours' work.
2 percent.....	7½ cents per hour.....	7½ cents per hour, plus 8 hours' pay for 6½ hours' work.
7 percent.....	8 cents per hour.....	8 cents per hour, plus 8 hours' pay for 6½ hours' work.
18 percent.....	10 cents per hour.....	5 cents per hour, plus 8 hours' pay for 6½ hours' work.
6 percent.....	do.....	10 cents per hour, plus 8 hours' pay for 6½ hours' work.

MISCELLANEOUS WAGE PROVISIONS

Equal pay for equal work.—Most of the agreements expressly prohibit different rates for women performing the same work as men and none of the 26 refers to special rates for women.

Transfer rates.—Most of the agreements do not refer to transfer rates. Under the terms of five agreements, workers temporarily transferred to lower-paid positions receive their regular rate unless such a transfer is to avoid lay-off for lack of work in the employee's regular position. Four of the five indicate that if employees are temporarily transferred to higher positions, the higher rate is to prevail; but two qualify the application of the higher rate by requiring an employee to be on the higher-paying job at least 4 hours before the new rate becomes effective, while a third requires at least 3 days on the new job before receiving the higher rate.

Injured employees.—Employees who are injured on the job and sent home because of such injuries receive pay at their regular hourly rate for the remainder of the shift on which the injury occurred, under 9 agreements.

Pay for Overtime and Week-End Work

Overtime pay for all work in excess of 8 hours per day or 40 hours per week, at time and a half, is provided for production workers in all the agreements and for maintenance workers in nearly all.⁹ Most of the agreements which provide 8 hours' pay for 6½ hours' work on the third shift also state that workers on this shift are to receive overtime after 6½ hours' work per day or 32½ hours' per week. Two-thirds of the agreements require the management to distribute overtime equally among employees affected.

In accordance with Executive Order No. 9240, all but two of the agreements (these exceptions were negotiated before the order was issued) provide for time and a half for the sixth day and double time for the seventh day worked in a workweek, while prohibiting any premium pay for Saturday and Sunday as such.¹⁰ In about half of these agreements this prohibition on week-end premium pay is limited to the war emergency, with some specifically providing for the restoration of Sunday and Saturday penalty rates (generally time and a half for Saturday and double time for Sunday) after the war, while others merely call for renegotiation of this issue in the post-war period.

Holidays

Six agreements, covering more than one-fourth of the workers under the 26 agreements, and including those at Lockheed-Vega, Brewster, Beech, Cessna, McDonnell, and the Boeing Wichita plant, provide pay for holidays not worked. Four of the six require payment for six specified holidays, while the Beech and Cessna agreements limit such pay to four designated holidays per year. Two of the six agreements stipulate that when an employee is scheduled to work on a holiday

⁹ Under the Fair Labor Standards Act maintenance workers would have to be paid time and a half after 40 hours per week but not after 8 hours per day. Under the Walsh-Healey Public Contracts Act all employees are paid time and a half after 8 hours per day.

¹⁰ "On all work relating to the prosecution of the war" Executive Order No. 9240 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.

but fails to appear, he shall receive no compensation for this day. The Fairchild agreement permits 8 holidays with pay in peacetime, but none in wartime.

Twenty-one agreements conform to the Government provision that time and a half be paid for work performed on six designated holidays, although several of these provide for a return to double-time rates for holiday work at the cessation of hostilities. The remaining five agreements establish double-time rates for holiday work but have been superseded by Executive Order No. 9240.¹¹

Paid Vacations and Sick Leave

Paid vacations for workers who meet specified service qualifications are found in all the agreements. Twenty-two grant 1 week's vacation with pay after 1 year of service. Although 7 of the 22 have only this single vacation provision, the other 15 provide increased vacation allowances for workers with longer service. The Brewster and Fairchild plans permit 2 weeks' paid vacation after 2 years' service; the Lockheed, Goodyear, Ford, and 3 others allow 2 weeks' paid vacation with pay for workers with 5 years' service. The 4 Curtiss-Wright agreements and 3 others grant an additional day, beyond the 1 week, for each additional year of service up to a maximum of 10 days after 6 years of service.

More than half of the 15 agreements which provide for graduated vacation schedules also grant smaller vacation allowances for workers with less than a year of service; these generally require a minimum of 6 months' service, after which a worker becomes eligible for vacation benefits prorated according to number of months worked.

The Boeing Seattle agreement establishes a somewhat unusual vacation practice, under which each employee is to "earn and accumulate a vacation allowance of 1 work hour for each 22 hours worked" every year, with "work hours used by the employee as vacation with pay * * * deemed to have been hours worked." Workers in the three Consolidated Vultee plants who have completed a year or more of service are entitled to 96 hours of vacation or sick leave annually, to be taken as the employee may elect.

Vacation pay is generally calculated on the basis of a 40-hour week, although six agreements base this pay on a 48- and one on a 45-hour week; three of these, however, limit such pay to periods when the company is operating on a 6-day week.

Compensatory pay in lieu of vacations is permitted in about half the agreements, in most cases at the discretion of the company. The Chance-Vought agreement specifies that if "there is a scheduled vacation general shut-down period, an employee eligible for a vacation shall be paid, in addition to his vacation wage, time and one-half for all hours he may be required to work during the first week of such scheduled vacation" and straight time for all hours he may be required to work on any additional scheduled vacation days.

Sick leave.—Provisions establishing paid sick leave are included in 10 agreements covering almost half of the workers under the 26 agreements. Five of the ten, covering the Ryan, Lockheed-Vega, Republic,

¹¹ Executive Order No. 9240 requires the payment of time and a half on New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day and either Memorial Day or one other holiday of greater local importance, and prohibits premium pay for any other holiday.

Brewster, and Spartan plants, allow 5 days' sick leave with pay each year for workers with 1 year of service. The North American agreements grant 56 hours of paid sick leave annually for workers with 1 year's service; these agreements further specify that workers are to be compensated for unused sick leave. As previously indicated, the 3 Consolidated Vultee agreements provide 96 hours of combined paid sick leave and vacation leave for employees with 1 year of service.

Military Service

Reemployment and seniority rights of employees who volunteer or are drafted for military service are referred to in most of these agreements. A majority follow the Selective Service Act by providing that any employee who is honorably discharged is to be restored to his former position, or one of similar status and pay, with no loss in seniority, if he reports to work within a specified period. Some of the agreements limit this period to the 40 days granted under the act, but most of them allow a longer period, and a few permit an extension if the returning serviceman is suffering from illness or injury. Twenty agreements specifically provide for accumulation of seniority during military leave.

If the discharged employee is not able to perform his regular duties, owing to any sickness or injury incurred during his service, the Brewster agreement states that he is to be reinstated to any position which he can fill, and when and if he recovers, he is to be returned to his regular job. A few other agreements grant similar rights to discharged servicemen who are disabled, if their seniority entitles them to other positions they can perform.

Under three of the Curtiss-Wright agreements, the wives and sisters of Curtiss-Wright workers entering the armed forces are given preference in employment if they are qualified for available work. The Consolidated Vultee Downey (Calif.) agreement accords similar preference to the next of kin of any head of the family who leaves the plant to enter military service.

In most of the agreements the company is specifically required to pay earned vacation bonuses to employees entering military service, and a special supplementary bonus is provided under five agreements. Three of the five, covering the North American plants and the Chance-Vought Aircraft Division, state that any employee with 1 year's service is to receive 80 hours' pay upon entering military service. The Chance-Vought agreement further provides a military severance bonus of 40 hours' pay for workers with from 6 to 12 months' service. The Spartan Aircraft agreement requires the company to pay 2½ days' pay to employees with 6 to 12 months' service, who enter the armed forces, and 5 days' pay for those with a year or more of service. All workers under the Brewster agreement receive a "severance allowance" of \$50 upon entering military service.

Leave of Absence

Leaves of absence without pay, for personal reasons such as illness, settlement of an estate, jury duty, etc., are permitted in 19 of these agreements. Most of them limit such leave to 90 days or less (generally a longer period is granted for sick leave) and state that workers

shall accumulate seniority during their absence. Seven additional agreements allow such leave only for personal illness.

All of the agreements permit workers to take leave of absence for union business, and most of them establish no time limit for this leave. Cumulative seniority for employees on leave for union business is provided for in 20 agreements; in the others, seniority status is not clear.

Health, Safety, and Sanitation

Clauses relating to health, safety, and sanitation are contained in most of the agreements. Generally they consist of pledges by the employer to make provisions for the employees' safety and health at the plant by installing adequate safety devices, etc. More than half of the agreements provide for union participation in the administration of the plant health and safety rules by means of a special safety committee on which both union and management are represented.

The Republic Aviation and the Boeing Wichita plant agreements specifically provide two rest periods for each shift, and two others also make reference to rest periods which are said to be in effect, without indicating the exact number of periods.

Seniority Rules

Seniority rights acquired after serving specified probationary periods are provided in all the agreements. Probationary periods vary from 30 days to 6 months, but the majority require either 12 weeks or 3 months. Workers hired as "beginners" at the Ryan Aeronautical plant serve a 12-week probationary period; new employees "not hired as beginners" obtain seniority rights after 30 days. Seniority rights once acquired apply to lay-offs, rehiring, and promotions. In addition senior employees have first choice of shifts and vacations in almost half the agreements, including most of the larger plants.

Only three agreements fail to define the unit in which seniority applies. Department or plant-wide seniority is most frequently specified, in about equal proportions, although a few agreements make provision for occupational or "occupational-code" seniority. Where departmental seniority is in effect, the agreements frequently allow workers who are laid off on the basis of seniority in the given department to qualify for work in other departments where the seniority list has been exhausted; their status in the new department is usually of a temporary nature and they are returned to their regular departments when work is available there.

Five agreements which provide department seniority specifically indicate an employee's seniority status on transfer to another department. In two agreements the employee retains his standing in his old department, and his seniority in the new department dates from the time of transfer. In two others an employee transferred at his own request retains seniority in his old department for 6 months, after which all his seniority is carried over to the new department; if an employee is transferred at the request of the company all his seniority is immediately carried to the new department. In the fifth agreement transferred employees carry all their seniority to the new department after 6 months.

Under 11 agreements employees transferred to other plants of the same company not covered by the same agreement, retain and accumulate seniority at their old plants.

Loss of seniority.—The conditions under which seniority rights are lost are described in detail in almost all the agreements. Most commonly seniority is retained during periods of enforced lay-offs; however, this period is generally limited to a specified length of time—usually 2 years—after which seniority rights are lost. A few agreements require laid-off employees to notify the company periodically of their desire to be retained on the seniority list.

In addition to conditions arising from lay-offs, other grounds for loss of seniority mentioned include failure to report within a specified time (from a few days to a few weeks) when recalled by the company, absence for 3 days without notifying the company, engaging in outside employment while on leave of absence, and inability of the company to find the worker when desiring to recall him to work.

Lay-Off and Rehiring

In selecting workers for lay-off and rehiring, seniority is the determining factor in all but a few agreements. The few agreements which do not make seniority the determining factor in lay-offs indicate that it is to be given consideration along with ability, efficiency and similar factors.

When lay-offs occur and more than one type of work is included in the plant or department unit to which seniority applies, longer-service employees may displace shorter-service employees, provided, as expressed in one agreement, the “employees with seniority * * * are qualified and willing to do the work of employees displaced.” In one case “if a reasonable doubt exists” as to the ability of the senior employee to perform the job of the worker he displaces, “he shall be given not to exceed 5 days in which to demonstrate that he will be able and competent to perform such work efficiently within a reasonable time.” Another agreement refers to a “reasonable breaking-in period” for senior employees.

Special arrangements to cover temporary lay-offs (usually not to exceed 10 days), caused by machinery break-down or shortage of material, are found in a few agreements. In these cases the company distributes the lay-offs among the workers immediately involved, instead of following the seniority rules prescribed by the agreement for “regular” or extended lay-offs.

If operations or departments are transferred from one plant of the company to another, the Goodyear agreement states that “employees engaged in such operations or employed in such departments, who are out of work as a result of the transfer, may if they so desire be transferred to the other plant and carry their ranking for seniority to the other plant.” Ten agreements, including Brewster, two Curtiss-Wright plants (Buffalo and St. Louis), Goodyear, and Ford, protect employees whose occupations or departments are completely discontinued as a result of changes in production methods, policies or products by permitting them to exercise their seniority on a plant-wide basis, by “bumping” junior employees.

Lay-off notice.—Advance notice of lay-offs to employees or to the union, or to both, is required in about three-fourths of the agreements,

although most of these do not require the company to give notice if the lay-off is only of a temporary nature. In most cases the length of this notice is either 2 or 3 days. Pay in lieu of notice is specified in two Curtiss-Wright (Buffalo and Columbus) agreements and in four others.

Work sharing.—Reference to work sharing is found in five agreements. Three state that if lay-off of regular employees become necessary, work will be shared until the hours are reduced to 32 per week. Under one North American agreement (covering the Kansas City and Dallas plants) work sharing is permitted, down to a week of 32 hours, for a temporary period not to exceed 4 weeks; if at the end of this period “the production schedule has not been revised up to a point where it is possible to maintain a 40-hour workweek, further lay-offs” are to be made on the basis of seniority. At Bell Aircraft, when there is prospect “of a severe reduction of the working force, requiring a lay-off of individuals with seniority, it is mutually agreed that the company and the union will jointly discuss the problem at the time of such lay-off, with reference to the length of such workweek and schedule of hours.”

Lay-off of union stewards.—Eighteen agreements place union stewards at the head of the company seniority list, so far as lay-offs are concerned. Most of these also accord similar preference to officials of the local union who are employed in the plant.

Promotions

The method of promotion and of filling vacancies is outlined in 24 agreements. In most of these seniority is considered along with other factors such as ability, skill and competence, and when these qualifications are approximately equal, seniority is then made the determining factor. In seven agreements, including Brewster, Boeing (Seattle), Lockheed, Beech, Fleetwings, and two Consolidated Vultee plants (Vultee Field and Nashville), seniority governs promotions where the senior man is capable of filling the position, but several provide a trial period on the new job as a test for promotion.

Supervisory force.—Only six agreements require the management to give consideration to seniority in making promotions to supervisory positions. Under the agreements covering two of the Consolidated Vultee plants (Nashville and Vultee Field) and the Brewster Aeronautical Corporation, the management is to fill vacancies among the supervisory staff by selecting eligible senior employees from the regular working force; however, a senior employee who is promoted to a supervisory job must undergo a trial period. Two others state that management is to give “due consideration” to seniority in filling such positions. In the sixth agreement promotions to supervisory positions are “based on departmental seniority, when, in the company’s sole judgment and opinion, the efficiency, ability to perform the work and other personal qualifications of the senior employee are equal to the junior employee considered for the job.”

About half the agreements include clauses protecting the seniority rights of workers promoted to the supervisory force. These clauses generally state that workers advanced to supervisory positions accumulate seniority which they may apply to their old jobs in the event of lay-off or demotion.

Adjustment of Disputes

All but 1 of the 26 agreements establish formal machinery for the adjustment of disputes, and 21 provide for their final settlement through arbitration. In most of the agreements the word "grievance" is defined only in general terms, with the provision that any dispute arising out of the interpretation or application of the agreement may be submitted to the grievance machinery.

Grievance machinery.—Fifteen agreements grant the employee the option of presenting grievances to the foreman alone or of being accompanied or represented by his shop steward or other designated union official. An employee must consult with his foreman before taking his grievance to the union under three agreements; in three others the union steward alone presents grievances to the foreman, and four specify that an aggrieved employee must accompany his union representative when presenting a grievance to his foreman.

If grievances are not adjusted satisfactorily with the foreman, the agreements generally permit the chief steward and then the plant grievance committee to discuss the grievance with higher company officials. If the plant grievance committee and management representatives fail to settle the dispute, the union may usually call upon an outside representative, frequently an official or employee of the International union, who attempts to adjust the difference in conference with top representatives of the company.

To avoid prolonged delay in the disposition of disputes, more than two-thirds of the agreements impose time limits on the operation of the grievance machinery and many provide for frequent (usually weekly) regular meetings between the plant grievance committee and management.

Payment for time spent in adjusting grievances.—Shop stewards receive pay for all time spent in adjusting grievances during working hours under a large majority of the agreements, but most of these state that union and management will cooperate to keep this time down to a minimum. Generally, too, these agreements state that the steward must receive permission from his foreman before leaving his job to adjust a grievance.

Several additional agreements provide such compensation only for a specified length of time each day (from half an hour to 5 hours, varying with the individual agreement), after which the company is not required to pay the steward for time lost from work. (It has not been possible to determine whether or not stewards are compensated for time spent in adjusting grievances under a few of the 26 agreements, but none specifically says that grievance work shall be done entirely on the employee's own time.)

Thirteen of the twenty agreements which provide for regular grievance meetings indicated that such meetings are to be held during regular working hours, with shop stewards being paid for time spent in attendance at them. One of the thirteen limits this compensation to 4 hours' pay, another sets a maximum of 3 hours' pay for regular meetings, but the other eleven establish no such limits.

A few of the agreements which compensate stewards for all time lost from work in adjusting grievances include additional pay clauses covering other aspects of union adjustment activity. The Ford Willow Run agreement states that the union's building chairman "shall devote his full time to his duties as such." This chairman is

to receive the same wage he was earning on the job he held prior to assuming the chairmanship, and he is also granted "the benefit of any raises which may thereafter be given to those employed on such jobs." The Fairchild agreement provides that "second and third shift * * * grievances which are unsettled shall be taken up on the day shift with the superintendent. The committeemen on the second and third shift, as the case may be, shall participate in the conference and shall be allowed up to an additional hour with pay on the day shift to dispose of the grievance." Under the Brewster agreement, members of the contract negotiating committee are compensated for time lost from work which is "spent by them in negotiating the agreement with the company."

ARBITRATION

When negotiations between the highest union and company officials fail to result in a settlement, arbitration by an impartial individual or agency is provided in 21 agreements including about three-fourths of the workers covered by all the agreements. All of these stipulate that unsettled disputes arising under the terms of the agreements are to be submitted to arbitration at the request of either party; however, 8 agreements, including the four Curtiss-Wright plants, explicitly exclude general wage changes from arbitration. Most of the agreements which include maintenance-of-membership clauses state that any dispute arising under this particular provision not settled under the grievance machinery is to be referred to an arbitrator appointed by the National War Labor Board.

Among the five agreements which fail to provide for arbitration is one covering the Lockheed plant, the parties to which resort to the services of the U. S. Department of Labor Conciliation Service if they cannot settle a dispute through the regular grievance machinery.¹² Another of the five, Chance-Vought, states that grievances not settled under the established machinery are to be "referred to the National War Labor Board for its determination."

Of the agreements which provide for arbitration, 14 state that the arbitrator or arbitration board is to be chosen at the time of the dispute. Most of these provide for a 3-man arbitration board composed of 1 member chosen by each of the parties, with the 2 so selected to choose a third arbitrator. In the event of failure of the parties to agree on the selection of a third man, the agreements generally refer this choice to a designated public agency. The agencies most frequently named are the U. S. Conciliation Service and the National War Labor Board.

The Ryan Aeronautical agreement has a somewhat unusual arbitration procedure: although a conciliator of the U. S. Department of Labor is established as an umpire to whom the parties submit their unsettled disputes, either party may appeal his decision to a five-man arbitration board composed of two representatives from each side, with the fifth man to be chosen with the assistance of the presiding judge of the U. S. District Court, Southern District of California.

Six agreements provide for a permanent referee, selected and compensated by both parties, to whom unsettled grievances are referred for final decision.

¹² In July 1944, the union negotiating committee and the management of Lockheed-Vega agreed upon a new contract which, among other things, includes a provision for arbitration.

Discharges

Although the large majority of agreements state that workers may be discharged for "just" or "proper" cause, a few include detailed lists of reasons justifying discharges. Typical of those giving specific causes is the Cessna agreement, which states that workers may be discharged for "insubordination, intoxication, or being under the influence of intoxicating liquor while on duty, gross inefficiency, breach of trust, including commission or concealment of errors, sabotage, and excessive absences."

Appeal of discharges is specifically provided in 20 agreements, and under the other 6 it can be assumed that discharge cases may be submitted to the regular grievance machinery. The union is expressly granted the right to submit the cases of discharged workers under the regular grievance procedure in 16 agreements, and some specify that if the employee's discharge is found to be unjust, he is to be reinstated with compensation for time lost. Five of the sixteen permit the discharged employee to present his case to his union committeeman before leaving the plant. Discharge complaints must be presented to the company within a few days after an employee's discharge and are to be disposed of within a specified period unless, as is provided in some cases, management and union cannot reach an agreement and decide to submit the case to arbitration.

Four additional agreements, covering the Beech, Bell, Brewster, and Fairchild plants, provide that before any employee may be discharged the company must give advance notice to the union. The Beech agreement denies this right of advance notice in cases of flagrant violation of company rules (as intoxication or breach of trust); but in the event such notice of dismissal or suspension is given "the employees shall have the right to immediately, and must within 3 days, demand in writing an investigation. Prior to the time of the investigation, the employee and the union committee shall be advised of the charges against him and he shall be given an opportunity to obtain the presence of witnesses, if desired. * * * All investigations shall be held during regular working hours when possible and without loss of time to the employee or his committee."

The Brewster agreement requires "mutual agreement between management and the shop committee for the effectuation" of any discharge. If the parties fail to agree, the employee is suspended while the case is submitted to arbitration. If the arbitrator upholds the employee, he is reinstated with back pay to cover the period of his suspension. In the event that the arbitrator fails to make a decision within 2 weeks from the date of suspension, the employee is to be reinstated, "and shall remain on the pay roll until the determination of the arbitrator is rendered."

Under the Fairchild agreement the company is to give 24 hours' written notice to the union plant committee before discharging any employee "for cause," unless circumstances necessitate the "immediate removal" of the employee from the premises. Whenever the Bell Aircraft Corporation contemplates disciplining any employee, the agreement states that "before such action is taken * * * the matter will be a subject for discussion between the company and the union."

Strikes and Lockouts

Restrictions on strikes or lockouts are found in 24 of the 26 agreements. Eighteen, all but one of which include arbitration machinery, prohibit work stoppages altogether while the agreements are in effect. Two others which establish permanent arbitrators forbid strikes or lockouts in any case where the umpire is empowered to rule.

The Republic and Curtiss-Wright (Columbus plant) agreements, which provide for arbitration of unsettled disputes, nevertheless do not ban stoppages entirely. Under the latter the union agrees to forego strikes "so long as the employer shall live up to this agreement." According to the Republic agreement before either the union or management may cause a work stoppage they must resort to all steps in the grievance procedure, and then give 10 days' notice; in addition, the union may strike only after a "majority of the employees * * * have voted such action by secret ballot conducted under the direction of an authorized Governmental agency."

The Goodyear agreement which does not include arbitration, forbids stoppages pending resort to all stages of the grievance machinery. In addition, the union at Goodyear must give 5 days' notice before resorting to a strike.