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Union Agreements in the Canned Fruit and Vegetable Industry

Prepared by
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Bulletin No. 794

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Letter of Transmittal

UNITED STATES DEPARTMENT OF LABOR,
BUREAU OF LABOR STATISTICS,
Washington, D. C., August 11, 1944.

The SECRETARY OF LABOR:

I have the honor to transmit herewith a report on union agreements in the canned fruit and vegetable industry. The report is based on an analysis of 32 employer-union agreements which were in effect during the 1943 peak season.

This bulletin was prepared by Judith P. Zander 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.

(IV)

*Bulletin No. 794 of the
United States Bureau of Labor Statistics*

**Union Agreements in the Canned Fruit and
Vegetable Industry**

Summary

Approximately 40 percent of the more than 200,000 workers employed during the seasonal peak in the canned fruit and vegetable industry are covered by union agreements. The following analysis of collective-bargaining arrangements is based on 32 agreements covering over 85 percent of the total workers employed under the terms of union agreements which were in effect during the 1943 peak season. The industry includes establishments whose principal products are canned and dried fruits, vegetables, and soups, and canned and bottled fruit juices. The chief processed foods not included are canned and cured fish, preserves, jams, jellies, fruit butters, pickled fruits and vegetables, vegetable sauces, and seasonings.¹

Approximately one-third of the 2,000 canneries in the United States are located on the West Coast; another third are located in the North Central and Middle Atlantic States, chiefly New York, Indiana, and Wisconsin; and the rest are scattered throughout most of the other States in the country. Since the quality of canned fruit and vegetables depends on the rapidity with which they are processed after picking, most of the canneries are located in areas close to the sources of supply. Because of the seasonal aspects of the industry and the ease with which all but a few highly skilled operations may be learned, it has become the practice to augment the regular work force by employing local housewives and students during the peak seasons.²

Employment in the canning industry fluctuates widely because of its dependence on agricultural products. The number of people employed in the early fall of 1943 was probably three times the number in the low employment months of early spring.

Average employment for the year 1943 was probably a little over 100,000. Plants which are limited to the canning of one or two seasonal products maintain small crews in the off season, who are engaged in labeling, reconditioning of machinery, shipping, and general maintenance work. Because of the nature of this work, these regular crews are made up primarily of male workers, whereas the seasonal force consists largely of women.

¹ The industry definition used here corresponds to the 1939 Census of Manufactures classification No. 133, "Canned and dried fruits and vegetables including canned soup."

² U. S. Department of Labor. Women's Bureau. Bulletin 176: Application of Labor Legislation to the Fruit and Vegetable Canning and Preserving Industries (p. 63). Washington, 1940.

Extent and Development of Collective Bargaining

About 40 percent of the estimated 200,000 workers employed at the seasonal peak in the canned fruit and vegetable industry are covered by union agreements. Approximately 75 percent of these workers, chiefly located on the West Coast, are under agreements with federal labor unions directly affiliated with the American Federation of Labor, since no national organization for cannery workers has been established by the Federation. Another 20 percent are under agreement with the United Cannery, Agricultural, Packing and Allied Workers of America (C. I. O.), while the remaining 5 percent are represented by various other unions.

There were attempts to organize both field and cannery workers as far back as 1910, but unionization in the canning industry did not begin on a significant scale until the 1930's. Between 1929 and 1933 wage rates for field and process workers were reduced to less than one-half of what they were before the depression, and following the passage of the National Industrial Recovery Act many of these discontented workers accepted the opportunity to organize.³

Early in 1935 the California State Federation of Labor passed a resolution calling for the organization of agricultural, cannery, and packing-shed workers on a State-wide basis; 6 months later, 16 federal labor unions of agricultural workers had been organized in the State. In 1936 these locals established a coordinating State council, which subsequently carried on an intensive organizational drive in canneries throughout California. The council is known today as the California State Council of Cannery Unions; and, although recognized by the American Federation of Labor, it functions without an official charter from that body.

In July 1937, a section of the A. F. of L. cannery workers who had become discouraged by their failure to secure a national charter from the A. F. of L. met with workers from 26 other States in Denver, Colo., to form the United Cannery, Agricultural, Packing and Allied Workers of America, which affiliated later in the same year with the C. I. O.

Union Agreements

This report analyzes the provisions of 32 union agreements on file with the Bureau of Labor Statistics, covering over 85 percent of the workers in the canned fruit and vegetable industry who were under agreement during the 1943 peak season. Most of these agreements will be in effect for the 1944 season; a few agreements, however, expired early in 1944, but have been extended pending negotiation of new contracts.

The outstanding agreement in the industry is that negotiated by the California State Council of Cannery Unions and the California Processors and Growers, Inc., the latter being an employer association formed in 1936 to handle labor relations for the industry. The first agreement negotiated by these two groups, which also marked the first area-wide agreement in the industry, was signed in July 1937. Today the California Processors and Growers, Inc., bargains for its 34 members

³ U. S. Senate. S. Rept. 1150, Pt. III (pp. 208, 332), 77th Cong., 2d sess.

whose 64 canneries, located in northern and central California, produce nearly 80 percent of all canned goods processed in California. Some 35 independent canneries also have subscribed to the terms of this agreement except for the provisions covering the grievance machinery.

In addition to the California Processors and Growers agreement, the study includes 12 agreements negotiated by A. F. of L. federal labor unions; 11 by the United Cannery, Agricultural, Packing and Allied Workers (C. I. O.); 4 by the Amalgamated Meat Cutters and Butcher Workmen (A. F. of L.); and 1 each by the United Steelworkers (C. I. O.); District 50, United Mine Workers (independent); International Brotherhood of Teamsters (A. F. of L.); and Hod Carriers, Building and Common Laborers' Union (A. F. of L.).

The agreement with the California Processors and Growers, Inc., covers about two-thirds of all the workers under the agreements analyzed. Other agreements covering over 2,500 workers at the seasonal peak are those with the Campbell Soup Co. (plants at Camden, N. J., and Chicago, Ill.); the H. J. Heinz Co. (Pittsburgh, Pa.); and Libby, McNeill & Libby (Portland, Oreg.). Four agreements cover between 1,000 and 1,500 workers; 19, between 100 and 1,000; and 5, less than 100 workers.

DURATION AND RENEWAL

All but 2 of the agreements were initially negotiated for 1 year, but all are automatically renewable, usually from year to year, unless notice of desired change or termination is filed by either party 30 or 60 days prior to the expiration date. The California Processors and the Campbell Soup Co. (N. J.) agreements were signed for 2-year periods, but both permit modifications of specified sections at yearly intervals—wages, hours, and working conditions in the former, and wages only in the latter. Most of the agreements provide that if negotiations on proposed changes are in process when the agreement expires, both parties shall continue to operate under the old agreement until the new contract is signed; or, in one instance, for 30 days after expiration, with the new terms retroactive to the expiration date of the old contract.

THE BARGAINING UNIT

In all of the agreements the union bargains for all production, maintenance, and service employees and in half of the agreements, for watchmen as well. Office and administrative workers, on the other hand, are always excluded, as are foremen in all but three of the small-company agreements.

REGULATIONS COVERING FOREMEN

Although workers classified as foremen are generally excluded from both the union's jurisdiction and the provisions of the agreements, about half of the agreements regulate their productive activities. The frequency of such provisions probably stems from the industry's custom of promoting regular production workers to the rank of foreman during the processing season with, in some cases, the authority to hire and fire.

According to nine agreements, foremen may do routine productive work only when a "special emergency" arises, and in two they are also permitted to do maintenance work in the nonprocessing season—in one case, only when all members of the regular maintenance crew are working, and in the other, provided no more than three foremen are assigned to such work.

Five other agreements, all with closed-shop clauses, allow foremen to do routine production work provided they obtain a working permit and pay dues to the union while engaged in such work. In one of these a worker classified as a foreman must spend at least 6 weeks of the year on supervisory work, and must be paid 10 percent more than the minimum hourly rate of the workers in his group both when acting as foreman or when "working at routine work." Even when acting as a foreman, however, he is covered by the hours and holiday provisions of the contract.

The line of demarcation between foremen and production workers is even less distinct in the California Processors and Libby, McNeill & Libby agreements and in one smaller agreement. In contrast to most of the agreements discussed above—where foremen have the right to hire and fire and where their productive work is regulated—foremen in these three agreements "customarily" supervise the work of others and may only "recommend" hiring and firing. These agreements specifically permit the assignment of foremen to routine duties both during and after the processing season as long as they spend most of their time supervising and are paid a specified minimum. In the California Processors agreement the minimum is set at \$30 a week; and in the other two agreements at \$40.

Nearly all of the West Coast agreements prescribe that the number of foremen is to correspond as nearly as possible to the number of departments in the plant; and a third of these expressly state that questions over company compliance with regulations governing foremen shall be settled by the grievance machinery.

Union Status

MEMBERSHIP REQUIREMENTS

The Libby, McNeill & Libby agreement and 11 of those with smaller companies establish closed-shop conditions under which all workers must be members of the union and all new employees must be hired through the union. The California Processors agreement and 8 others establish union shops which require all employees to become members of the union, but allow the employer to obtain new employees from any source, provided such workers join the union within a specified time, ranging from 5 days to 1 month. The California Processors agreement also states that "the employer will give preference of employment to unemployed members of the local union."⁴ A few agree-

⁴ A supplementary emergency agreement negotiated in July 1943 provided that, when it was necessary to hire workers other than present or former union members, such workers could obtain an emergency card and would not be required to complete their affiliation with the local unless they so chose. Emergency cards must be renewed weekly. If, however, these employees work more than 24 days or work all regular shifts when work is available during 4 pay-roll periods, such workers are deemed to be in the same category as other cannery workers and are required to join the union unless they are doing cannery work in addition to their regular employment. Emergency workers do not acquire seniority rights unless they join the union, in which case seniority is retroactive to the date of hiring.

ments in the latter group require new employees obtained from outside sources to obtain a clearance card from the union before starting to work.

The two Campbell agreements, the Heinz agreement, and two others provide that all employees who, 15 days after the signing of the agreement, are or become members of the union must remain members in good standing for the duration of the agreement.⁵ Of the remaining agreements, one covering a small plant provides that union members shall be given preference in hiring, while the other five do not require union membership as a basis for hiring or continued employment.

COLLECTION OF UNION DUES

Some provision for check-off of union dues by the company is made in 10 of the 32 agreements; five of these are closed- or union-shop agreements, four provide maintenance of membership, while one contains no membership requirement. In the Heinz agreement and those of two smaller companies, the check-off is automatic for union members, while in the other seven, including the Campbell agreements, dues are checked off only on individual authorization by the employee.

About two-thirds of the agreements (including California Processors and Libby, McNeill & Libby) which do not contain check-off provisions, facilitate the collection of union dues by providing space on plant property for an authorized agent to collect dues. In contrast, several agreements, all with smaller companies, prohibit collection of dues on company time or property.

ACTIVITIES AFFECTING UNION STATUS

Clauses prohibiting company discrimination against employees because of union affiliation or for bona fide union activity are included in all the major agreements and in many of the others; while specific reference to union coercion of employees to become members is made in the Heinz agreement and six others with small firms, none of which provide for a closed or union shop. Nearly all of the agreements forbid the discussion of union business and the solicitation of membership on company time.

About half the agreements, including all of the major ones except the California Processors and the Campbell Soup Co., specifically provide for the posting of union notices in the plant either on general company bulletin boards or on special union boards. In nearly every case the company reserves the right to prior inspection of the material and the right to disapprove notices of a "controversial" nature.

Wage Provisions

With but two exceptions the agreements indicate the basis on which wage payments are calculated. Hourly rates are specifically provided in every case for all regular employees and in most cases for seasonal

⁵The Campbell agreements provide that the "question of union security" should be submitted to the National War Labor Board. On August 9, 1943, the Board ordered the parties to incorporate a standard voluntary membership-maintenance clause in their contract and to provide for the check-off of union dues upon individual authorization.

employees as well. Ten agreements, however, all but two of which are with plants on the West Coast, provide piece work for certain seasonal workers. Eight of these provide for the posting of piece rates or rates per unit of weight before the day's operations are begun, and two provide for daily rotation of piece workers, where practicable, when position on the work line may give the employee an undue advantage.

MINIMUM WAGE RATES

Of the 30 agreements with wage provisions, 16 (including all the large companies but Campbell) have both plant-wide minima and occupational wage rates for men and women; 8 list minimum rates for regular employees and 2 have plant minima for seasonal workers only, with one of these also listing occupational rates for regular employees. The 2 Campbell agreements and the 2 remaining ones list occupational rates but no plant minima.

In the 24 agreements which have plant-wide minima for regular employees, the rates for regular male employees range from 35 cents⁶ to 85 cents an hour; but 12 of these, including all the major agreements except Campbell, specify minimum rates of 70 cents or more.⁷ The plant minima for regular female employees, which are lower in every case than minimum rates for men, range from 32½ to 80 cents an hour, with 52½ cents the most common. The differences between male and female rates range from 2½ to 15 cents an hour, with a difference of 5 cents the most common. Since nearly all of the agreements, however, specify that women shall receive men's rates when put on men's jobs, it may be inferred that most of these differences reflect differences in jobs rather than sex differentials for the same work.

The agreements which list minimum rates only for seasonal workers specify 45 and 42½ cents for men and 35 and 40 cents for women. Five of the small company agreements with minimum rates for regular employees establish lower plant minima for seasonal employees. The differences range from 5 to 10 cents an hour for men and from 2½ to 5 cents an hour for women.

In the four agreements with occupational rates only, the lowest rates listed which are designated as "general" or "extra" labor range from 45 to 50 cents an hour for men and from 40 to 48 cents for women.

Minimum rates for minors are established in 11 agreements. In 8 of these, all with plants in the State of Washington, the 77½-cent minimum for boys is 7½ cents below the minimum for adult male workers while the 65-cent minimum for girls is 5 cents below the female minimum rate. In the Heinz agreement, the differentials are 10 cents for boys under 18 and 5 cents an hour for boys between 18 and 21; in the Campbell (N. J.) agreement the "boy's" rate is 11 cents and in Campbell (Ill.) the "junior male" rate is 12 cents below the adult male minimum.

⁶ Under the Fair Labor Standards Act of 1938, the minimum wage rate for the canning industry was set at 30 cents an hour. On October 17, 1943, the minimum was raised to 40 cents an hour; the rates below 40 cents are found in 2 agreements negotiated prior to that date.

⁷ While the wage rates reported in this analysis were current at the time the agreements were signed, they may have been revised because of the directive issued by the Director of Economic Stabilization on May 11, 1943, authorizing canners to pay up to 8 cents more than the rate paid common farm labor in the vicinity of the plant.

HIRING RATES

About two-thirds of the agreements—including those of all the major companies except California Processors and Libby, McNeill & Libby—prescribe hiring rates below the minimum for new, inexperienced workers for a stipulated period, ranging from 3 weeks to 6 months. Hiring rates apply to all new workers in 11 agreements, while in 8 others (all with plants located in the State of Washington) hiring rates apply only to boys and girls under 18. In the first group of agreements the differences range from 2 to 5 cents an hour, with the latter the most common; in the second group, boys receive a 5-cent increase to their minimum rate after 30 days while girls receive 2½ cents after the same interval. In the Campbell agreements which indicate that an incentive system is in force, a new employee advances from the hiring rate to the base rate which is guaranteed after he has met the standard of production for 5 consecutive days, even though he may later fail to maintain production.

INTERIM WAGE ADJUSTMENT

Provisions for general wage changes during the life of the agreement are found in five agreements, two of which were signed for periods exceeding 1 year and the others for a 1-year period with provisions for automatic yearly renewal. The Heinz, the California Processors, and the Campbell (N. J.) agreements permit either party to request a reconsideration of the wage level upon specified notice—in 60 days, in 90 days, or at any time between October 1 and February 1, respectively. An agreement with a smaller company permits wage changes if the cost of living rises 5 percent, but makes actual changes in wages dependent on the state of company profits. The remaining agreement specifies that a general wage change will be made automatically in the event there is a "general rise in wages" in any two of five other designated California plants, and further provides that "if classified employees are given a raise of pay above the rates stipulated herein, in any two of the mentioned plants, employees of equal classifications covered by this agreement shall automatically be raised to the same level."

PIECE-WORK SYSTEMS

Of the 10 agreements which mention piece rates, all but 1 provide minimum guaranties.⁸ Combination group-individual incentive systems are provided in 7 agreements with West Coast companies. In the California Processors agreement, for example, a "guaranteed average rate" of 80 cents an hour is established for piece-work crews. In any week in which the average actual earnings of the group fall below the guaranteed rate, a percentage adjustment "sufficient to produce a group average of 80 cents an hour" is paid to each worker in the group, regardless of whether his individual earnings were above or

⁸ In any industry, when the actual hourly earnings of piece workers fall below the minimum established under the Fair Labor Standards Act or State laws, whichever is higher, the employer is required to make up the difference. The "guaranties" referred to above were set considerably higher than the legal minima in every case.

below the guaranteed rate. A similar adjustment is made in the other agreements when less than 50 percent of the workers in the group earn the guaranteed minimum.

Two other agreements refer to guaranteed hourly earnings: One reads "Where piece rates are paid it is agreed they shall be computed in accordance with the guaranteed hourly minimum based on average production output, and in no case shall an employee receive less than the guaranteed hourly rates." Similarly, the Heinz agreement provides: "Piece workers are guaranteed daily earnings equal to the earnings at their hourly job grade rates for the jobs performed and the number of hours they work."

PIECE-RATE ADJUSTMENT AND JOB EVALUATION

Specific provisions for rate setting and rate adjustment are outlined in two agreements. Under the California Processors agreement, piece rates may be changed to compensate for variations in products or processes to correct errors or for other reasonable causes, provided the employer gives advance notice to the union and to the employer's committee of the change and the reason. If the union disapproves of the change it may submit the matter to the grievance machinery within 10 days. The second agreement provides that piece rates shall be established by the end of 5 working days, but that the method of determining such rates shall be discussed with the union before the rates are instituted.

Job analysis and grading by a joint union-management committee is provided under the Heinz agreement; while another agreement states that "a new job classification list of minimum rates * * * shall be compiled by the management with the assistance of the union committee."

INTRAPLANT TRANSFER RATES

One-third of the agreements mention wage rates in connection with temporary transfers. About one-half of these agreements, including California Processors, provide for the payment of the higher rate to all employees transferred to higher-rated jobs, and the payment of the employee's old rate when the worker is transferred to a lower-rated job. The remainder provide that the rate of the job to which he is transferred shall apply only if the employee remains on the job to which he was transferred a given length of time—from 3 days to 2 weeks.

MINIMUM CALL PAY

All but one of the agreements provide for the payment of a minimum amount to employees who are called to work or who report for work at the regular time but for whom no work is available. The minimum guaranty varies from 1 to 4 hours' pay, with 2 hours most common. Two-thirds of these agreements, including those of all the larger companies except H. J. Heinz, guarantee additional pay if some work is done after reporting. The minimum guaranty under these circumstances varies from 2 to 4 hours, with the latter the most common.

STAND-BY PAY AND SPLIT SHIFTS

When operations are temporarily halted during the workday, seven agreements provide for "stand-by pay" if the suspension of work is due to lack of materials or other specified causes. In several of these, stand-by pay is canceled when the temporary suspension of work is caused by black-out, power failure, or other causes beyond the employer's control. Five of the agreements provide that when there is an interruption of operations because of lack of materials, employees are to be paid "straight-time or overtime rates, as the case may be." Another agreement specifies that they shall be paid one-half such waiting time at their regular hourly rate unless the employer calls a recess of 3 hours, in which event no pay is received. The Heinz agreement specifies hourly workers are to be paid for "time lost," while piece workers will be paid hourly or job grade rates when the waiting period exceeds 15 minutes.

Six other agreements make no provision for stand-by pay and allow split shifts without overtime pay when work is halted for reasons beyond the employers' control. The California Processors and Libby, McNeill & Libby agreements and one other stipulate that the employer may declare a work recess for a period or periods of not less than one-half hour but not to exceed a total of 2 hours. One small-company agreement permits the 8 hours of work to be spread over 12 consecutive hours during the processing season; in another, the company is allowed to extend the straight-time workday beyond 9 hours for those workers who have "as a matter of past practice worked such 8 hours within a longer spread of hours"; and another allows split shifts when interruptions of this nature occur on Saturday nights, Sundays, or holidays during the 14-week "unlimited exemption" period.

SHIFT DIFFERENTIALS

To permit rapid processing of fresh produce when large quantities of fruits and vegetables are brought to the plant at one time, 11 agreements, including those of most of the larger companies, allow for multiple-shift operations. Of these, the California Processors agreement and 5 others (covering small plants) grant no differentials over day rates for night work, simply stating that shifts shall be instituted where necessary.

The other five agreements which mention shifts stipulate differential rates for work between 6 p. m. and 6 a. m. In the two Campbell agreements the differential is 10 percent of the day rate; in the Heinz agreement and one other it is 5 cents and 10 cents an hour, respectively. The Heinz agreement, however, limits payment of a shift premium to the nonprocessing periods.

MISCELLANEOUS PAY PROVISIONS

Special provisions for aged and handicapped employees who have been with the company for a period of years are found only in the agreements with large West Coast companies. Under these the employer has the right to adjust the hours and wages of an employee who cannot accomplish a satisfactory day's work because of age or

physical disability. Such provisions cover employees currently employed and those who may be injured in the service of the employer.

Four agreements require the company to furnish, free of cost, wearing apparel and safety devices necessary for the job. Another states that the employee and the company shall equally share the expense of uniforms, but the employee's share is not to exceed 75 cents a week.

In the Heinz agreement an employee sent to the plant hospital because of industrial injury is paid his regular rate for the time he is required to remain there, while employees sent to the hospital because of illness are paid for the first hour or fraction thereof. This agreement also stipulates that employees called up for jury duty are paid the difference between their jury pay and their regular pay for the working time lost by reason of such service. Another agreement provides that when an employee receives an injury on the job which is not compensable under the State compensation laws, he shall be paid for a full day's work.

Hours and Overtime

All but 1 of the 32 cannery agreements contain hours and overtime provisions. Twenty-four distinguish between the processing and non-processing season by allowing additional hours of work at straight-time rates during seasonal peaks known as exemption periods;⁹ 7 of these refer to 2 separate exemption periods. Although the 7 remaining agreements establish a basic 8-hour day and 40-hour week, with time and a half for work in excess of these limits, throughout the year, several specify some exceptions. One limits these hours to regular employees, while seasonal employees are subject to the exemptions of the Fair Labor Standards Act. Another allows an additional hour daily at straight-time rates but stipulates that, if more than 9 hours are worked, time and a half will be paid for all work in excess of 8 hours except to warehouse employees. A third excludes clean-up employees from the 8-hour day; these receive time and a half after 9 hours. Five of the seven 40-hour-week agreements cover companies whose plants are located in or near large cities where they compete with other industries for a labor supply; while the other 2 are with firms not entitled to the statutory seasonal exemptions.¹⁰

In 22 of the 24 agreements with different seasonal standards the basic hourly overtime standards during the nonprocessing season are time and a half for work in excess of 8 hours per day or 40 hours per week, although 1 agreement requires male employees to work 9 hours before daily overtime begins.¹¹ Of the 2 remaining agreements, 1 requires

⁹ Canneries may take advantage of three types of hour exemptions permissible under the Fair Labor Standards Act, but it is not possible to tell from the agreements the number or type of exemptions taken. The exemptions which may apply to canneries are as follows: (1) A total exemption from both wage and hour provisions throughout the year is allowed "any individual employee within the area of production (as defined by the Administrator), and engaged in * * * canning of agricultural or horticultural commodities for market" (sec. 13-a-10). (2) A total exemption from the hour provisions of the act for 14 weeks of the year is provided for employees of employers engaged in "the first processing of, or the canning of * * * perishable or seasonal fresh fruits or vegetables" (sec. 7-c). (3) A limited exemption from the hour provisions of 12 hours per day and 56 per week may be granted for 14 weeks to persons engaged in any industry found by the Administrator to be of a seasonal nature (sec. 7-b-3). Canneries located outside the "area of production" may take advantage of (2) or (3) or both.

¹⁰ These firms are engaged in dried-fruit packing, which is not considered eligible for an exemption under the Fair Labor Standards Act.

¹¹ Except for closing-machine operators, canning-room inspectors, and shipping clerks who may work more than 9 hours at straight-time rates.

time and a half after 40 hours weekly, but contains no daily overtime; the other simply states that the provisions of the Fair Labor Standards Act shall govern overtime pay. Double time after 12 hours daily is provided in 6 agreements—including California Processors and Libby, McNeill & Libby—and after 14 hours in another.

SEASONAL EXEMPTIONS

Ten of the 24 agreements which refer to seasonal exemptions specify neither the number nor the kinds of exemptions taken, simply stating that during the processing season hours and overtime pay shall be determined by the Fair Labor Standards Act. On the other hand, 14 explicitly establish a limit on the number of hours per day and/or week which may be worked at straight-time rates, although, it is not always possible to determine which or how many of the three allowable exemptions are referred to in these cases. In the latter group of agreements, 9 establish longer straight-time hours for men than for women, while 5 have the same hours and overtime arrangements for both sexes. The hours and overtime provisions specified in these agreements are shown in table 1.

TABLE 1.—Hours and Overtime Rates During the Seasonal Exemption Period in Cannery Agreements

Separate Hours Standards for Men and Women		
Number of agreements	Workers covered	Hours and overtime rates
3 agreements ¹	Men.....	Time and a half after 10 hours daily or 60 hours weekly; double time after 12 hours daily.
	Women.....	Time and a quarter after 8 hours daily; time and a half after 10 hours daily or 60 hours weekly; double time after 12 hours daily.
2 agreements.....	Men.....	Time and a half after 10 hours daily or 60 hours weekly; double time after 12 hours daily.
	Women.....	Time and a half after 9 hours daily or 54 hours weekly; double time after 12 hours daily.
1 agreement.....	Men.....	Time and a half after 10 hours daily or 60 hours weekly.
1 agreement.....	Women.....	Time and a half after 9 hours daily or 54 hours weekly.
	Men.....	Time and a half after 10 hours daily; double time after 12 hours daily.
1 agreement.....	Women.....	Time and a half after 9 hours daily; double time after 12 hours daily.
	Men.....	Time and a half after 45 hours weekly.
1 agreement.....	Women.....	Time and a quarter after 8 hours daily; time and a half after 45 hours weekly; double time after 12 hours daily.
	Men.....	Time and a half after 56 hours weekly.
1 agreement.....	Women.....	Time and a half after 11 hours daily or 56 hours weekly.
	Men.....	
Identical Hours Standards for Men and Women		
2 agreements.....	Men and women..	Time and a half after 56 hours weekly.
2 agreements.....do.....	Time and a half after 8 hours daily or 48 hours weekly; double time after 12 hours daily.
1 agreement.....do.....	Time and a half after 12 hours daily or 72 hours weekly.

¹ Over 70 percent of the workers in this sample are covered by these provisions. The California Processors agreement allows the extension of straight-time hours from 10 to 12 hours daily by mutual agreement on a plant-by-plant basis, provided copies of the agreement are filed with the California Processors and the California State Council of Cannery Unions.

In addition to the seasonal hours tolerances described above, seven agreements also establish special hours standards for the "pea canning" or "tomato processing" seasons or refer to the "unlimited hours"

exemption. The overtime-pay requirements during this second exemption period are less generous than during the seasonal exemptions described above and are shown in table 2.

TABLE 2.—Hours and Overtime Rates During the Special Exemption Period in Cannery Agreements

Number of agreements	Workers covered	Hours
4 agreements.....	Men.....	Unlimited straight-time hours.
	Women.....	Unlimited straight-time hours.
1 agreement.....	Men.....	Unlimited straight-time hours.
	Women.....	Time and a half after 11 hours daily.
1 agreement.....	Men.....	Time and a half after 70 hours weekly.
	Women.....	Time and a quarter after 8 hours daily; time and a half after 70 hours weekly; double time after 12 hours daily.
1 agreement.....	Men.....	Time and a half after 66 hours weekly.
	Women.....	Time and a half after 9 hours daily or 54 hours weekly.

GUARANTEED HOURS

One small-company agreement stipulates that where any regular employee is called to work the first or second day of the regular work-week, he shall be guaranteed a minimum of 32 hours of work for that week.

MEAL PERIODS

Provisions for meal periods of definite length at specified intervals are found in 12 of the agreements. Half of these provide for lunch periods of 1 full hour, generally after 5 hours of work, and the others for 30-minute periods after 4- to 6-hour work periods. Of those providing a 1-hour lunch period, the California Processors and Libby, McNeill & Libby agreements and one other provide that the period may be reduced to 30 minutes by mutual agreement, in the first on a plant-by-plant basis. If such mutual agreement is lacking, these 3 agreements and 1 other specify that time and a half shall be paid if more than 5 hours of work are performed before a lunch recess is called. Two other agreements allow the lunch period to be extended to 1 hour, in 1 of these, however, during the processing season only.

One agreement specifies that no overtime, and another that no compensation, will be paid for work performed during the lunch period; while two other agreements stipulate double time must be paid for all such work.

Week-End and Holiday Pay

Most of the agreements with premium rates for week-end work were negotiated in conformance with Executive Order No. 9240¹² but also provided Saturday and Sunday rates which were to be substituted when the order no longer applied to the industry. In contrast, the Heinz agreement and the two Campbell agreements, which were also

¹² Executive Order No. 9240 prohibits premium pay for Saturday and Sunday work as such for "all work relating to the prosecution of the war," and makes the payment of double time mandatory for the seventh consecutive day of a regularly scheduled workweek. On August 23, 1943, the Secretary of Labor issued a determination stating that "in the case of an employer engaged in the first processing of, or in canning or packing, perishable or seasonal fresh fruits and vegetables the provisions of Executive Order No. 9240 shall not apply to his employees in any place of employment where he is so engaged."

negotiated in conformance with Executive Order No. 9240,¹⁸ have retained the premium rates for sixth and seventh day work, instead of for Saturday and Sunday per se.

Time and a half for all Saturday work is stipulated in the California Processors and six other agreements, in one other for work after 1 p. m. on Saturday, and in another for work on "Saturday night" during the nonprocessing season. The California Processors agreement does not mention whether the premium rate for Saturday work applies during the processing season, while during the nonprocessing season the rate applies only if the employer does not give the employees and the union notice at the earliest possible date, or if the work is not of an emergency nature. Only one of the other agreements, in which no seasonal exemption is taken, specifies that the premium rate applies throughout the year, while the others limit the payment of premium rates to the nonprocessing season.

Payment of the premium rate for all Sunday or seventh-day work throughout the year is required by 9 agreements, half of which provide for seasonal exemptions. On the other hand, 10 agreements waive these premium rates during the exemption periods. In the California Processors agreement and 1 other, time and a half is paid for work on either Sunday or the seventh day when specified commodities are being processed. Another agreement specifies the premium rate will apply to all but 6 Sundays in the year; and the remaining agreement does not mention whether the rate applies during the processing season.

Holidays.—Pay for holidays not worked is allowed in only two agreements: The Campbell (Ill.) agreement allows pay for Christmas and the Campbell (N. J.) agreement, for Thanksgiving, to employees who work on the workday immediately preceding and immediately following the holiday.

Premium pay for work on holidays is established in 26 of the 32 agreements; 23 require time and a half and 3 require double time. In the group requiring time and a half, two-thirds of the agreements designate 6 holidays, the California Processors and a few others designate 7, one designates 8, and another 9. In the other group, double time is paid for 6 holidays in 2 agreements and for 10 holidays in the third. Only 3 small-company agreements specify that the premium rates shall not apply if the holiday occurs during an exempt week. Payment of overtime after 32 hours (instead of 40) during a holiday week is specifically provided in 2 agreements. One other provides that employees shall receive time and a half for all work in excess of 32 hours in a 40-hour week and of 48 hours in a 56-hour week or for work on the holiday, whichever is greater; in an unlimited week these employees receive time and a half for work on the holiday or straight time plus 4 hours' pay for work in excess of 56 hours, whichever is greater. The California Processors and 3 other agreements prohibit all but emergency work on Labor Day; and another prohibits all holiday work except that necessary to the war effort and provides no premium rate for such work.

¹⁸ Prior to the order, the Campbell (Ill.) agreement provided that employees, except watchmen, firemen, and engineers, were to receive time and a half for work on Saturday and Sunday throughout the year.

Vacations

Paid vacations are provided for regular employees under 21 agreements including all the major companies; 2 of these grant vacations to seasonal workers as well. Fourteen of the agreements, including California Processors and Libby, McNeill & Libby, establish a maximum paid vacation of 1 week, generally after 1 year of service, although 2 require 2 years' service. One grants a week's vacation to any regular or seasonal employee who has worked 100 days in each of the 3 preceding years or to any regular employee who has worked some part of the last 5 years. In 12 of the 14 agreements with a maximum of 1 week's paid vacation, this is the only vacation; the other 2 allow 3 days' paid vacation after 6 months and 1 year, respectively.

More extensive vacation plans are provided by seven agreements. In five of these the maximum is 2 weeks after periods of service ranging from 1 to 8 years. Of the two remaining agreements, one allows "60 hours' vacation with pay" after 5 years' service and the other provides 2 weeks after 5 years' service for both men and women and 3 weeks after 15 years' service for women and after 20 years' service for men. Shorter vacations allowed in these agreements are as follows: One day after 3 months and 2 days after 3 months in two agreements, respectively; 1 week after 6 months in one; and 1 week after 1 year in the others. The agreement which allows "60 hours' vacation with pay" also allows "20 hours' vacation with pay" to seasonal workers with 8 months' service.

The service requirement is qualified in about half the agreements by a provision that the employee must have actually worked a minimum period during the service year. The California Processors, Libby, McNeill & Libby, and several other agreements require an employee to have worked 1,600 straight-time hours in 40 weeks; two others require 1,800 straight-time hours in 45 weeks. In two agreements 1 year's service is considered as 1,500 and 1,600 total hours, respectively; but the accumulation of these hours for vacation purpose may be extended over a 2-year period if necessary. One of the latter agreements allows 2 weeks' vacation after 3 years' service, construed as 4,800 hours of work, but permits this time to be accumulated over a 4-year period. One of the agreements allowing a week's vacation after 2 years' service requires men to work 2,295 hours in the preceding calendar year, while women, mostly seasonal workers, must work 1,428 or 1,020 hours for 28 or 20 hours' vacation, respectively.

Another agreement requires the employee to work some part of 33 separate weeks but sets no requirements as to hours. The Heinz agreement, which allows a week after 1 year and 2 weeks after 8 years, requires the employee to have worked at least 200 days in the preceding calendar year to be eligible for the full vacation; employees who have worked more than 150 but less than 200 days are entitled to a half week's vacation after 1 year of service, and 1 week's vacation after 8 years.

METHOD OF COMPUTING VACATION PAY

Over half the agreements with paid vacations (including some with single and some with graduated plans) calculate 1 week's vacation pay at 40 times the employee's basic hourly rate. One agreement,

however, stipulates that 56 hours' pay will be granted for 7 days' vacation and another allows 44 hours' pay for 1 week's vacation and 22 hours' pay for one-half week's vacation, respectively. In the Heinz agreement and one other, vacation pay is calculated on the basis of average hourly earnings for the year and in another agreement on the average hourly earnings during the "two pay periods but one immediately preceding the vacation." In the agreement which sets a minimum work requirement of 33 weeks for a week's vacation, pay is 3 percent of the employee's total annual compensation. The Campbell (Ill.) agreement and one other do not state how vacation pay is to be computed.

In one agreement employees who do not exceed the permissive days of unexcused absence per year (10 days for women and 5 for men) receive full vacation pay of 1 week after 6 months' service and 2 weeks after a year. If the number of unexcused absences is exceeded, employees receive the same time off but with one-half week's pay after 6 months and 1½ week's pay after a year.

Pay in lieu of vacation is prohibited in all the agreements except one, which permits the employer to grant vacation pay but no time off for the duration of the war if "sufficient help is not available." All the agreements prohibit the accumulation of vacation periods. In all of the agreements with vacation provisions, the company reserves the right to designate the vacation period, although a few allow employees to state a preference in accordance with seniority. Nearly all of the agreements specify vacations shall be taken during the nonprocessing period; one stipulates that vacations shall be taken when the plant is shut down in December.

Leaves of Absence

With the exception of the Heinz agreement and those of two smaller companies, all of the agreements provide for leave of absence for personal reasons. Most of these establish no limit on the amount of leave granted, although five place a 3-month limit, subject to extension. The two Campbell agreements limit such leave to 60 days "provided the company is satisfied with the reasons given for such leave of absence." The Campbell (N. J.) agreement also prohibits workers from taking other jobs during such leave except if "such work is requested by the United States Government in an ordnance plant."

About half of the agreements with leave provisions, including those of all the larger firms, require company consent and union approval before leave of absence is taken. The Campbell agreements and two others specify that leaves may not be taken during the peak season.

LEAVE FOR UNION BUSINESS

Provisions for leave of absence for union business are found in 14 agreements covering nearly 75 percent of the workers, including all those of the larger firms except the Campbell Soup Co. and the Heinz Co. The extent of leave varies from 15 days in any 6-month period to an indefinite period, with most of the provisions in the latter category.

Two agreements limit leave for union business to union members who are appointed as delegates to conventions, and one of these specifies that no more than five employees may request such leave at any time

and permission must be asked at least 10 days in advance. Most of the agreements allow such leave "without loss of seniority rights"; the California Processors agreement and one other specifically provide that seniority shall accumulate during leave for union business.

Seniority Rules

Seniority rules recognizing length of service as the basis for preferential consideration in lay-off and rehiring and occasionally for promotions are found in all the agreements. Detailed provisions are found in all but 1, which merely states that "seniority rights shall prevail in all cases." The right to acquire seniority is limited to regular employees in 10 of the agreements, while the others extend the privilege to both regular and seasonal workers. Separate seniority rosters for regular and seasonal workers are established under 12 agreements which include all the major companies; the others provide for one seniority list arranged in order of the last date of hiring. In the California Processors and Libby, McNeill & Libby agreements and 1 other, workers may have places on both lists so that when a regular worker is laid off he may reclaim his standing on the seasonal list. The Heinz agreement establishes separate seniority lists for men and women.

About a third of the agreements, including those of all the major companies, require both regular and seasonal employees to serve a probationary period before seniority can be acquired, with seniority rights retroactive to the date of hiring. Most of these set the same probationary requirements for regular and seasonal employees, most commonly 30 days, although some specify periods ranging from 2 weeks to 10 months. Four of the agreements have separate seniority rosters for regular and seasonal employees with separate requirements for these groups. The California Processors and Libby, McNeill & Libby agreements and one other require employees to work 30 out of 52 weeks to qualify for the regular seniority roster, while employees qualifying for the seasonal roster must work 60 per cent of the operating days during the processing season. The other agreement requires a worker to serve a 2-week probationary period for a regular job, while an employee who wishes to qualify for the seasonal seniority roster must work 40 percent of the operating days of the season.

SENIORITY FOR UNION OFFICIALS

The practice of placing shop stewards and committeemen at the head of seniority lists is not common in the canning industry, although such provisions are found in four agreements with small firms in the Eastern and Midwestern sections of the country. All provide that they shall return to their regular place on the seniority list at the expiration of their term of office.

SENIORITY FOR OTHER SPECIAL GROUPS

Common to all of the West Coast agreements and to those of many firms in the Midwest are special provisions relating to skilled employees. The California Processors agreement, for example, states that when it is necessary to "employ persons to perform supervisory duties or duties

requiring special training or experience, and in the employer's judgment it is necessary to select a person regardless of seniority to fill a position, such person may be employed and assigned * * * without regard to the seniority list, provided he is compensated at a wage higher than the minimum paid to experienced routine workers. One agreement states that when the services of skilled operators are required and such operators are not on the seniority list the company may obtain them from any source.

In all of the large West Coast agreements and in two with Midwestern companies, the company reserves the right to employ and train students for managerial positions, although students may not accumulate seniority nor displace any of the regular workers. Under these agreements students are ineligible for union membership and may be hired and transferred at the company's discretion. Some agreements provide that students who are part of the regular seasonal force and not in training for managerial positions shall be members of the union and may accumulate seniority. Under all of these agreements, students who return to school after working on the seasonal force retain their seniority.

LOSS OF SENIORITY

Clauses safeguarding seniority rights during periods of enforced lay-off are found in about two-thirds of the agreements, including those of all the major companies, although the length of time during which such protection is afforded varies considerably. The maximum period of lay-off before seniority is lost is most frequently specified for regular employees only, and varies from 60 days to 1 year. The Libby, McNeill & Libby agreement and one other, however, set no maximum on lay-off beyond which seniority is lost but provide that "regular employees laid off because of lack of work shall be restored to their former place * * * when work is available."

In the case of seasonal employees whose seniority is generally computed on the number of consecutive seasons worked, seniority rights are presumably lost only if they fail to report for the next operating season. Under the California Processors and Growers agreement, however, no employee, regular or seasonal, loses his seniority until he has been off the plant pay roll for a calendar year or has been on the plant pay roll for 2 consecutive years but has failed to meet minimum work requirements in either year. If the employee subsequently qualifies for seniority he is entitled to credit for the "intervening year or years" not to exceed 2 consecutive years.

Most of the agreements establish time limits within which an employee must report when recalled to work or lose his seniority unless he can furnish a justifiable excuse for not reporting when recalled. These limits range from 2 to 5 days, 3 days being most frequently mentioned. All of the agreements specifically state that seniority shall terminate on discharge or voluntary separation.

Lay-Off and Rehiring

Twenty-four of the agreements with detailed seniority rules, including those of all the major companies, provide that lay-offs shall be in strict accordance with seniority. Three agreements, on the other hand,

state that seniority shall govern only if skill and ability are equal, and 4 others provide that "length of service in the plant as well as skill and efficiency of the worker shall be taken into consideration when hiring or lay-offs occur." All of the agreements providing for the separate listing of regular and seasonal employees specify that seasonal workers (and probationary employees) shall be laid off before any workers on the regular force.

Seniority is acquired and exercised in one unit only in most of the agreements. One agreement with a company operating several plants uses company-wide seniority as the basis for lay-off and rehiring for all workers covered by plants in the same community. In the California Processors, Libby, McNeill & Libby, the 2 Campbell, and 17 other agreements plant-wide seniority determines the order of lay-off and rehire, although in the Campbell (N. J.) and 1 other agreement maintenance employees may exercise departmental seniority only. In 4 agreements the order of lay-off and rehire of all employees is determined solely by departmental seniority. Another agreement allows employees to accumulate seniority on the basis of total plant service, but they may exercise it only in the department to which they are assigned.

Under the Heinz agreement, production workers acquire seniority on the basis of total plant service but apply their seniority to both the department and the plant. For example, in a temporary reduction of forces (i. e., a lay-off of less than 2 weeks) total plant service is applied within the department only; in a general reduction, total plant service is applied throughout the plant. In the latter instance, if a lay-off lasts 2 weeks or more a male employee with 1 to 10 years' seniority may displace any other male in the plant with less than 1 year's service, while a male employee with more than 10 years' service may displace the junior man among those with less than 10 years' service. Employees with seniority of less than 1 year as well as those on maintenance work may apply it only within their departments. The same right to displace junior workers in other departments is granted to female employees who have accumulated 5 years or more of service. The right to "bump" is circumscribed, however, by the requirement that the senior employee have at least 1 year's seniority over the employee displaced.

Two other agreements allow employees to accumulate and exercise seniority on a plant-wide basis except during temporary lay-offs, defined in one agreement as less than 2 days. On a lay-off, employees with insufficient seniority to remain in their own departments are permitted to displace workers in other departments with less total plant seniority. In one of these agreements the right to displace workers in other departments is limited to employees with more than 6 months' total plant seniority.

The remaining agreement allows seniority rights to be accumulated and exercised on a plant basis for lay-off. In rehiring, however, preference is given to those employees who have worked on specific products in preceding years. For example, the agreement states that the regular shift on beets and carrots is to be made up by rehiring workers with experience on these vegetables.

All the agreements with West Coast plants and several others with Midwestern companies provide that after all the workers on the

seniority lists have been rehired, preference shall be given residents of the community.

NOTICE OF LAY-OFF

Advance notice of lay-off is provided in two agreements which require the employer to notify the shop steward 24 hours before lay-offs occur.

WORK SHARING

Provisions for work sharing before lay-offs take place are found in four agreements. The Campbell agreements provide that if after the lay-off of probationary and seasonal employees the average workweek falls below 35 hours the question of a program for the division of available work may be brought up for discussion. The other two agreements provide for an equal division of available work among regular employees until the average workweek is less than 32 hours, after which lay-offs on the basis of seniority take place.

Promotions and Transfers

Consideration of seniority in making promotions is stipulated in over half the agreements covering 90 percent of the workers. Eleven of these, all negotiated by West Coast or Midwestern companies, provide that seniority alone shall govern promotions, and seven of these in which seniority is exercised on a plant-wide basis also stipulate that the senior employee shall be given a trial period to prove his ability to perform the work to which his seniority entitles him. Seniority is a secondary factor in determining promotions in agreements which give first consideration to skill and ability and, occasionally, physical fitness. In every case the seniority unit for promotion is the same as for lay-off and rehiring. A few small-company agreements give employees the right to turn down a specific promotion without jeopardizing their chances for future openings. The California Processors and Libby, McNeill & Libby agreements provide that vacancies shall be filled from the seniority list whenever possible; and deviations from this procedure are subject to the grievance machinery.

Only the Heinz agreement and one other mention the effect of a transfer on an employee's seniority status. Under the Heinz agreement an employee who is transferred to a "new department" cannot acquire seniority in the new department for 1 year. Should a lay-off for more than 1 week occur in the new department within the 1-year period, the employee may exercise his former seniority to "bump" back into his old department. After 1 year his total service is applied to the new department only. The other agreement, in which seniority is accumulated on a departmental basis, has separate rules for transfer made either at an employee's or at the employer's request. An employee temporarily transferred by the company to another department retains seniority in his former department. If the employee desires to make the transfer permanent, he automatically loses seniority in his former department and is placed at the bottom of the list in the new department.

Military Service and War Jobs

Clauses protecting the seniority and reemployment rights of employees who enter the military service are found in all but three of the small-company agreements. Two-thirds of the agreements, including those of all the major companies, provide that upon presentation of an honorable discharge certificate the employee shall be restored to his former position or one of a similar status and pay "without loss of seniority"; the others specifically provide for the accumulation of seniority by employees on military leave.

Five of the agreements provide that a bonus shall be given to workers entering military service. In the Heinz agreement the bonus is 1 month's salary or average monthly pay; in two others it is 2 and 4 weeks' pay, respectively; in one the bonus is based on the employee's "past productivity"; and in the fifth employees are paid the difference between their regular pay and their service pay for the first 4 weeks of service.

In addition to the bonus, the Heinz agreement pledges the company to continue the employee's "Free and Co-operative Life Insurance" at company expense for 60 days from the date of his induction into the armed forces. Should the employee subscribe to National Service Life Insurance within 60 days of his enrollment, the company will reimburse him quarterly, if it is financially able to do so, for the premium he pays on such insurance up to the combined amount of "Free and Co-operative Group Insurance" he carried at the time he left the company's service.

References to the effect of transfers to war jobs in other plants on an employee's seniority rights are found only in a few agreements, which state that in the event of a Federal labor draft employees affected shall accumulate seniority.

Health and Safety

Most of the agreements allow relief periods, usually of 10 minutes at 2-or 2½-hour intervals. Three of the major agreements—Heinz; Libby, McNeill and Libby; and Campbell (Ill)—simply state that adequate relief periods will be granted but, in the last agreement, only to workers on continuous operations.

Under five of the agreements with smaller companies, employees may be required to take a physical examination at the company's request, three specifying that the company will pay for such examination. One agreement with a small company specifies that female employees shall not be required to lift more than 15 pounds in continuous work; another specifies that women are not to lift weight in excess of 30 pounds at any one time. One agreement with a small company provides for the establishment of a joint safety committee of union and company officials to meet regularly for the purpose of promoting safety and eliminating hazards. Another agreement provides for a registered nurse for both day and night shifts whenever more than 40 women are working.

The California Processors and Libby, McNeill & Libby agreements specifically state that questions of health and safety, speed-up, sanitary facilities, and work at more than one machine are subject to the regular

grievance machinery, although the right of the union to raise similar questions in the other agreements may be implied.

Adjustment of Disputes

All but 1 of the agreements outline the specific steps in the presentation and negotiation of grievances, and all but 6 of the 32 agreements provide some form of arbitration as the final step in settling disputes.

GRIEVANCE MACHINERY

The agreements vary widely with respect to the methods used in the initial presentation of grievances. In the California Processors and Libby, McNeill & Libby agreements and 14 others, the shop committee or union representative discusses the grievance with the foreman or (in the first of these) with plant management without the aggrieved employee present. Under the Heinz agreement and 4 others the employee has the option of discussing the grievance with the foreman or of having his union representative take up the grievance for him. Five agreements specify that the individual employee is to take up the grievance with the foreman himself, while in 3 others the employee involved must accompany the union representative. In the 2 Campbell agreements the employee may present the grievance himself or have the steward accompany him.

If grievances are not satisfactorily settled at the first step in the procedure the agreements generally provide that one or more members of the shop committee or the union representative shall take up the dispute with the plant manager. In the California Processors agreement and one other, disputes thereafter go to a permanent committee on which management and the union are equally represented; while in the Libby, McNeill & Libby agreement and one other disputes not settled by the union executive committee and the management may be submitted to a permanent bipartisan board.

The permanent bipartisan committee, called the Central Adjustment Board under the California Processors agreement, is composed of four regular (including one woman) and two alternate business agents elected by the California State Council of Cannery Unions and a committee of like number elected by the California Processors and Growers, Inc. No member of the California Processors or member of a local union involved may participate on the Central Adjustment Board in his own case. Employers who have signed the master agreement but who are not members of the California Processors may resort to one of three designated grievance procedures: (1) Appeal to the Central Adjustment Board established by the master agreement, (2) establishment of a board composed of four union representatives and four representatives of the independent employers to function in the same manner as the Central Adjustment Board, or (3) establishment of a bipartisan plant committee composed of three company and three union representatives to act on the grievances affecting only the plant of the individual employer.

The California Processors agreement is the only one of the cannery agreements which states that the employer has an equal right to present

grievances to the shop committee and/or Central Adjustment Board, and the only one specifically to provide that all cases "relating to the refusal of union members to work with nonunion employees" are subject to the grievance machinery. Under this agreement, interpretations and adjustments made in the settlement of local disputes may be reversed by the Central Adjustment Board. Employer members of the California Processors or local unions affiliated with the council who fail to comply with decisions of the Central Adjustment Board may be expelled from their respective organization.

To expedite the settlement of disputes, 22 agreements covering 80 percent of the workers impose time limits on most stages of the grievance procedure, and 4 of these provide for regular meetings of the plant grievance committee and the management. The California Processors agreement provides for monthly meetings of the Central Adjustment Board although it has no provisions for regular meetings within the individual plants.

Grievance meetings, both those regularly scheduled and those called only when the need arises, are to be held outside of working hours in about half of the agreements, during working hours in about one-quarter of the others, and either during or after working hours in one agreement; the rest do not state when meetings are to be held.

PAYMENT DURING ADJUSTMENT MEETINGS

Although several agreements specify that shop stewards shall be allowed time off to settle grievances at the initial stage of the dispute, only the Heinz agreement specifically allows stewards pay for time lost, the company reserving the right to discontinue such payment "in case of abuse." At advanced stages of the grievance procedure only one small-company agreement provides that union representatives shall be paid for time lost in the settlement of ordinary disputes. However, the two Campbell agreements provide that union representatives shall be paid for time lost if it is necessary to call a special meeting during working hours to settle a dispute of an "emergency" nature. An "emergency" grievance is defined as one which if postponed would, in the company's opinion, result in "irreparable loss to the war effort, to the company, or to the employees." In the California Processors agreement union representatives on the adjustment board are full-time paid union officials.

ARBITRATION

All but 1 of the 26 agreements which provide for arbitration as the final step in the settlement of disputes, state that arbitration may be invoked at the request of either party—the Heinz agreement requires mutual consent. In all cases the arbitrator's decision is explicitly declared to be final and binding.

The 2 Campbell agreements and 14 others establish tripartite arbitration boards consisting of one or two representatives chosen by each side at the time of the dispute, together with a jointly selected impartial chairman. Under the California Processors, Libby, McNeill & Libby, and 6 other agreements, on the other hand, the dispute is referred to a single arbitrator (in one case to the Massachusetts State

Board of Conciliation and Arbitration) for final disposition. In the California Processors and Libby, McNeill & Libby agreements and 1 other, the arbitrator is appointed only when the bipartisan board fails to agree.

In all but four of the agreements the arbitrator or arbitration board is chosen for particular disputes; in the others, all with small companies, the arbitrator is designated to settle all disputes arising during the term of the agreement. A third of the agreements provide that a designated public agency shall make the selection if the company and the union are unable to agree upon the selection of an impartial person. Most frequently named agencies are the U. S. Conciliation Service and appropriate State mediation boards, although one agreement delegates the choice to the Secretary of State of the State of Illinois and another to the National War Labor Board.

Only 10 of the agreements establish time limits for various stages of the arbitration proceedings, generally in connection with the selection of the arbitrator, although some have set time limits for the arbitration hearings and the rendering of the decisions. Time limits for the selection of the arbitrator vary from 2 to 7 days after arbitration has been requested.

Scope of arbitration.—Almost all of the agreements permit the arbitration of disputes arising as to the meaning and application of the terms of the agreement, or the compliance of either party with the contract or individual grievances. A few agreements expressly delimit the scope of arbitration. The Campbell (Ill.) agreement states that no grievance which “concerns the rights of management”—to hire, fire, discipline, and to determine products, methods, or materials—may be arbitrated. Two agreements forbid arbitration of any dispute on wage rates or of management’s “right to * * * control and change methods in operations * * * add or reduce shifts, and the right to employ, transfer * * * promote or demote workers * * * except in case an employee * * * is promoted, demoted, suspended, or discharged and the union has reason to believe that the company has discriminated against said employee by reason of his union activity * * *.” Another agreement excludes from arbitration any matter involving “employment” discharge, promotion, or demotion of any employee, except and to the extent necessary to determine whether such action has been taken by the company in violation of this agreement.”

Discharges

Most of the agreements do not specify causes for discharge but simply state that discharges may be made for “good” or “sufficient” reason. Specific causes for discharge including incompetency, theft, intoxication, and violation of safety rules are found in four agreements.

All of the agreements provide for the appeal of discharge cases through the regular grievance machinery, although in the California Processors agreement an extra step is added, in that discharge disputes are referred to the union executive committee and a company official before they can be submitted to the Central Adjustment Board. This step is inserted both to hasten a decision and to obviate the need and expense of convening the members of the Central Adjustment Board.

Special time limits are established for various stages of the discharge procedure in eight of the agreements. In five of these the limits are set on the time in which the employee may make an appeal, and in the other three on the time in which the case must be settled. Limits in the first case range from 1 to 5 days, and in the latter from 3 to 7 days.

About half of the agreements specifically provide that back pay shall be granted employees found discharged without justification. In 13 agreements the employee receives pay for all time lost, while in the California Processors, Libby, McNeill & Libby, and 2 other agreements the amount of back pay is left to the discretion of the arbitrator. One of these further specifies that unemployment compensation drawn by the employee is to be deducted from the amount of back pay awarded.

Strikes and Lockouts

All of the agreements except those of 6 small companies either absolutely forbid strikes and lockouts during their term or permit such action only after every effort has been made to settle the dispute. Where final and binding arbitration is provided, a restriction on work stoppages pending resort to the grievance machinery is tantamount to a prohibition, unless, of course, there is undue delay at any stage of the grievance machinery. All of the agreements which either prohibit or restrict strikes provide for arbitration of unsettled disputes; none of those which do not prohibit strikes or lockouts, on the other hand, provide for arbitration.

The Campbell (Ill.) and 16 other agreements prohibit all stoppages during the life of the agreement, while 1 extends the prohibition during the negotiation of a new contract. The California Processors and Libby, McNeill & Libby agreements and 3 others prohibit strikes during the operation of the grievance machinery. The Campbell (N. J.) agreement and 1 other permit strikes only when substantiation of a violation of the agreement is sent by the arbitration board to the company and the union, while a third agreement permits strikes only when the agreement has been "willfully violated."

Under the Heinz agreement, which provides for arbitration only by mutual consent, should the parties fail to agree to arbitrate, the restriction against strikes is lifted provided the union gives the company 3 days' notice of its intent to strike and provided the strike is related solely to the grievance in question.

Eight of the agreements with A. F. of L. unions which ban work stoppages within the plant pending resort to final stages of the grievance machinery also express disapproval of sympathy strikes. Four of these prohibit union participation in such strikes but also specify that the employer shall not require the employees to go through a legitimate A. F. of L. picket line. A few of the remaining agreements have special provisions for sympathy strikes where the approval of the local union has been obtained. These were negotiated with the companies where various unions bargain for different groups within the plant or where the company operates more than one cannery.